

# **EXHIBIT 2**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>KING DRUG COMPANY OF FLORENCE, Inc., <i>et al.</i>, on behalf of themselves and all others similarly situated,</b>  <b>Plaintiffs,</b>  <b>v.</b>  <b>CEPHALON, INC., <i>et al.</i>,</b>  <b>Defendants.</b>	<b>Civil Action No.</b>  <b>2:06-cv-01797-MSG</b>
	<b>Judge Mitchell S. Goldberg</b>

**AFFIDAVIT OF MICHAEL ROSENBAUM REGARDING  
MAILING OF NOTICE OF SETTLEMENT**

I, Michael Rosenbaum, under penalty of perjury under the laws of the United States of America, declare as follows:

1. I am the Managing Director of Berdon Claims Administration LLC (“Berdon”), Court-approved Claims Administrator concerning the settlement between the Direct Purchaser Class Plaintiffs (“DPCPs”) and the Cephalon Defendants in the above-captioned litigation. As such, I am personally familiar with the facts described herein.

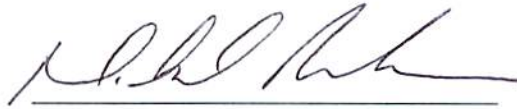
2. This affidavit is submitted to describe the procedures employed by Berdon to ensure that all persons or entities in the United States and its territories who purchased Provigil directly from Cephalon at any time during the period from June 24, 2006 through August 31, 2012 were given timely notice of the proposed settlement of the litigation between DPCPs and the Cephalon Defendants.

3. Pursuant to Paragraph 14 of the Court’s order dated July 27, 2015, written notice

to class members of the proposed settlement between DPCPs and the Cephalon Defendants, annexed hereto as Exhibit 1, was effected by Berdon via first-class mail on August 17, 2015. A total of 22 notices were sent to class members.

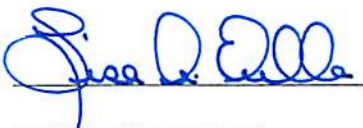
4. Of the 22 notices mailed, one notice was returned to Berdon as undeliverable. Consultation with Garwin, Gerstein & Fisher LLP (Lead Counsel in the above-captioned litigation) resulted in an updated address, and thus the one notice was re-mailed on September 2, 2015. Additionally, on September 8, 2015, Class Counsel independently located a better address for one class member and thus on the same day, a supplemental notice was sent to the updated address and was also served on counsel for the class member.

The foregoing statements are true and correct to the best of my knowledge, information and belief.



MICHAEL ROSENBAUM

Sworn to before me this  
14 day of September, 2015



NOTARY PUBLIC

LISA A. ENELLA  
NOTARY PUBLIC, State of New York  
No. 01EN5088691  
Qualified in Nassau County  
Commission Expires November 24, 2017

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**If you bought Provigil® directly from Cephalon, you could get a payment from a class action settlement.**

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

- The purpose of this notice is to alert you about a proposed settlement relating to a Class Action Lawsuit (the “Lawsuit”) brought by Direct Purchasers of Provigil® (modafinil) (“Direct Purchaser Class Plaintiffs”). The lawsuit asserts that Defendants Cephalon, Inc., Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., Barr Pharmaceuticals, Inc., Mylan Pharmaceuticals Inc. and Mylan, Inc. (formerly known as Mylan Laboratories, Inc.) (collectively, “Mylan”), and Ranbaxy Laboratories, Ltd. and Ranbaxy Pharmaceuticals, Inc., (collectively “Ranbaxy”) (all collectively, “Defendants”) violated antitrust laws relating to the sale of the prescription pharmaceutical Provigil®. All Defendants have denied any wrongdoing.
- A settlement has been reached between the Direct Purchaser Class Plaintiffs and certain Defendants in the Lawsuit: Defendants Cephalon, Inc., Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., and Barr Pharmaceuticals, Inc. (collectively, “Cephalon Defendants”). Defendants Mylan and Ranbaxy are not part of the proposed settlement between the Direct Purchaser Class Plaintiffs and the Cephalon Defendants. The lawsuit against Mylan and Ranbaxy is continuing.
- The Court has determined that the lawsuit between Direct Purchaser Class Plaintiffs and the Cephalon Defendants can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. The class (hereinafter, the “Direct Purchaser Class” or the “Class”) includes the following:

All persons or entities in the United States and its territories who purchased Provigil in any form directly from Cephalon at any time during the period from June 24, 2006 through August 31, 2012 (the “Class”). Excluded from the Class are Defendants, and their officers, directors, management, employees, subsidiaries, or affiliates, and all federal governmental entities.

Also excluded from the Class are: Rite Aid Corporation, Rite Aid HDQTRS. Corp., JCG (PJC) USA, LLC, Eckerd Corporation, Maxi Drug, Inc. d/b/a Brooks Pharmacy, and CVS Caremark Corporation, Walgreen Co., The Kroger Co., Safeway Inc., American Sales Co. Inc., HEB Grocery Company, LP, Supervalu, Inc., and Giant Eagle, Inc., and their officers directors, management, employees, subsidiaries, or affiliates in their own right and as assignees from putative Direct Purchaser Class members as more fully described in Paragraph 10 of the Settlement Agreement (“Opt Out Plaintiffs”).

- The Court has preliminarily approved the proposed settlement between the Direct Purchaser Class and the Cephalon Defendants. The proposed settlement provides for the payment of \$512,000,000.00 (five hundred twelve million dollars) into an escrow account (the "Settlement Fund") for allocation to the members of the Class after payment of Direct Purchaser Class Counsel's attorneys' fees, costs, and incentive awards to the Class Representatives out of the Settlement Fund, as approved by the Court. The full text of the proposed settlement ("Settlement Agreement"), which is dated April 17, 2015, is available for your review at [www.garwingerstein.com](http://www.garwingerstein.com).
- The Court has scheduled a hearing on Final Approval of the proposed settlement, the plan for allocating the Settlement Fund to members of the Class (summarized in Question 7 below), and Class Counsel's request for reimbursement of costs and payment of attorneys' fees out of the Settlement Fund. That hearing is scheduled for October 15, 2015, at 10:00 a.m., before U.S. District Court Judge Mitchell S. Goldberg in Courtroom 4B at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797.
- Your legal rights are affected whether you act or do not act, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>STAY IN THE LAWSUIT. WHEN YOU RECEIVE A CLAIM FORM, PROMPTLY COMPLETE AND RETURN IT TO SHARE IN THE SETTLEMENT IF YOU ARE A CLASS MEMBER</b>	You do not need to do anything now to retain your right to stay in the Class and/or to seek a share of the proposed settlement. If the Court decides to give the proposed settlement Final Approval and you are a Class Member, then you will need to complete, sign and return a Claim Form (which will be mailed to you) to obtain a share of the proposed settlement.
<b>EXCLUDE YOURSELF FROM THE CLASS AND THE SETTLEMENT.</b>	You may choose to exclude yourself (i.e., "opt out") from the Class. If you decide to exclude yourself, you will not be bound by any decision in this Lawsuit relating to the Cephalon Defendants. This is the only option that allows you to ever be part of any lawsuit (other than this Lawsuit) against the Cephalon Defendants relating to the legal claims against the Cephalon Defendants in this case.
<b>STAY IN THE LAWSUIT BUT OBJECT TO THE SETTLEMENT.</b>	If you object to all or any part of the proposed settlement, write to the Court about why you do not like the proposed settlement.
<b>GETTING MORE INFORMATION.</b>	If you would like to obtain more information about the proposed settlement, you can send questions to the lawyers identified in this notice and/or ask to attend the hearing at which the Court will evaluate the proposed settlement.

- 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 give Final Approval to the proposed settlement with the Cephalon Defendants. If the Court does not finally approve the proposed settlement for any reason other than that the settlement is not fair, reasonable, and/or adequate, as part of the agreement Direct Purchaser Class Counsel negotiated on your behalf, the Cephalon Defendants have nevertheless agreed to offer you your *pro rata* share of the Settlement Fund (subject to 40% of your proportionate share being placed into escrow while the Court reviews Direct Purchaser Class Counsel's petition for attorney's fees of no more than one-third of the Settlement Fund, costs and expenses, and incentive awards to the Class Representatives). Your pro rata share, after payment of any court-approved costs, expenses, fees and/or awards will be paid to you.

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**BASIC INFORMATION****1. Why did I get this notice?**

You received this notice because according to Cephalon's sales records, you may have purchased Provigil® directly from Cephalon at some point between June 24, 2006 through August 31, 2012 and therefore you may be a member of the Class that was certified by the Court for purposes of the proposed settlement.

**2. What is this lawsuit about?**

The Direct Purchaser Class Plaintiffs allege that Defendants violated federal antitrust laws by engaging in an unlawful scheme to delay or block the market entry of less expensive, generic versions of Provigil®. The Direct Purchaser Class Plaintiffs allege that Cephalon entered into a series of unlawful, non-competition agreements, or horizontal market allocation agreements, with its prospective generic competitors, Defendants Teva, Barr, Mylan and Ranbaxy (collectively the "Generic Defendants"), whereby Cephalon agreed to pay the Generic Defendants, in exchange for agreements by the Generic Defendants to delay selling their generic versions of Provigil. The Direct Purchaser Class Plaintiffs also allege that Cephalon committed *Walker Process* fraud in obtaining U.S. Patent No. RE 37,516 ("RE '516 patent") and then sought to enforce a fraudulently obtained patent to delay the market entry of generic versions of Provigil.

A copy of the Direct Purchaser Class Plaintiffs' Second Consolidated Amended Class Action Complaint filed June 6, 2012 (the "Complaint") is available at [www.garwingerstein.com](http://www.garwingerstein.com). Direct Purchaser Class Plaintiffs allege that Defendants' conduct violated the antitrust laws, and reduced competition from less expensive generic versions of Provigil®. Direct Purchaser Class Plaintiffs further allege that they and the other members of the Class were injured by losing the opportunity to purchase less expensive, generic versions of Provigil®.

All Defendants, including the Cephalon Defendants, deny all these allegations, including that any Class member is entitled to damages or other relief. All Defendants, including the Cephalon Defendants, also respond that none of their conduct violated any applicable law or regulation. The settlement between Direct Purchaser Class Plaintiffs and the Cephalon Defendants is not an admission of wrongdoing by any Defendant, including the Cephalon Defendants. No trial has been held.

Following investigation of relevant facts, and the completion of fact discovery and completion of expert witness discovery, and following negotiations utilizing an independent mediator, the class representatives of the Direct Purchaser Class, on behalf of the Class, entered into the Settlement Agreement with the Cephalon Defendants.

THE COURT HAS NOT DECIDED WHETHER ANY DEFENDANT, INCLUDING THE CEPHALON DEFENDANTS, VIOLATED ANY LAWS. THIS NOTICE IS NOT AN

EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF DIRECT PURCHASER CLASS PLAINTIFFS' CLAIMS AGAINST ANY DEFENDANT, INCLUDING THE CEPHALON DEFENDANTS, OR THE DEFENSES ASSERTED BY ANY DEFENDANT, INCLUDING THE CEPHALON DEFENDANTS.

The class action is known as *King Drug Company of Florence, Inc. v. Cephalon, Inc., et al.*, No. 06-1797 (E.D. Pa.). Judge Mitchell S. Goldberg of the United States District Court for the Eastern District of Pennsylvania is overseeing this class action.

### 3. Why is this lawsuit a class action?

In a class action, one or more entities called "Class Representatives" sue on behalf of other entities with similar claims. In this case, the Class Representatives are King Drug Company of Florence, Inc. ("King Drug"), Rochester Drug Co-Operative, Inc. ("RDC"), Burlington Drug Co., Inc. ("Burlington"), J.M. Smith Corp. d/b/a Smith Drug Co. ("Smith Drug"), Meijer, Inc., Meijer Distribution, Inc. ("Meijer"), SAJ Distributors, Inc., and Stephen L. LaFrance Holdings, Inc. ("SAJ").

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

The companies that have been sued are called the "Defendants." In this case, the Defendants are Cephalon, Inc., Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., Barr Pharmaceuticals, Inc., Mylan Pharmaceuticals, Inc. and Mylan, Inc. (formerly known as Mylan Laboratories, Inc.) (collectively, "Mylan"), Ranbaxy Laboratories, Ltd. and Ranbaxy Pharmaceuticals, Inc., (collectively "Ranbaxy").

In a class action lawsuit, one court resolves the issues for everyone in the class, except for those class members who exclude themselves (i.e., "opt out") from the class. The Court, by order dated July 27, 2015, has determined that the lawsuit between Direct Purchaser Class Plaintiffs and the Cephalon Defendants can proceed as a class action for purposes of settlement. A copy of the Court's order may be found at [www.garwingerstein.com](http://www.garwingerstein.com).

Specifically, the Court has found that:

- The number of Class members is so numerous that joining them all into one suit is impractical.
- Members of the Class share common legal or factual issues relating to the claims in this case.
- The claims of the Class Representatives are typical of the claims of the rest of the Class.
- The Class Representatives and the lawyers representing the Class will fairly and adequately protect the Class's interests.



- The common legal questions and facts predominate over questions affecting only individual members of the Class, and this class action will be more efficient than individual lawsuits.

#### **4. Has the Court identified Class Claims, Issues, or Defenses?**

The Court has identified the following classwide issues:

(a) Whether the conduct challenged by the Class as anticompetitive in the Complaint constituted a conspiracy to monopolize or monopolization in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2;

(b) Whether the conduct challenged by the Class as anticompetitive in the Complaint constituted a conspiracy in restraint of trade and violated Section 1 of the Sherman Act, 15 U.S.C. § 1;

(c) Whether the challenged conduct caused antitrust injury-in-fact to the Class, in the nature of overcharges; and

(d) The amount of overcharge damages, if any, owed to the Class in the aggregate under Section 4 of the Clayton Act, 15 U.S.C. § 4.

#### **5. Why is there a settlement with the Cephalon Defendants?**

The Direct Purchaser Class Plaintiffs and the Cephalon Defendants were preparing to proceed with the litigation and eventually to go to trial, but they have now agreed to a proposed settlement. By settling, both the Direct Purchaser Class Plaintiffs and the Cephalon Defendants avoid having to litigate the case to trial and incur the continued costs and delays of litigation. The Class Representatives and Class Counsel believe that the proposed settlement is fair, adequate, and reasonable and in the best interests of the Class.

### **WHO IS IN THE CLASS AND SETTLEMENT**

To see if you are in the Class, and if so, how you will be able to share in the Settlement Fund, you first have to decide if you are a Class Member.

#### **6. Am I part of the Class and the settlement with the Cephalon Defendants?**

You are in the Class if you are an entity in the United States that purchased Provigil® directly from Cephalon at any time between June 24, 2006 through August 31, 2012 (the "Class"). Excluded from the Class are Defendants, and their officers, directors, management, employees, subsidiaries, or affiliates, and all federal governmental entities.

Also excluded from the Class are: Rite Aid Corporation, Rite Aid HDQTRS. Corp., JCG (PJC) USA, LLC, Eckerd Corporation, Maxi Drug, Inc. d/b/a Brooks Pharmacy, and CVS Caremark Corporation, Walgreen Co., The Kroger Co., Safeway Inc., American Sales Co. Inc., HEB Grocery Company, LP, Supervalu, Inc., and Giant Eagle, Inc., and their officers, directors, management, employees, subsidiaries, or affiliates in their own right and as assignees from putative Direct Purchaser Class members as more fully described in Paragraph 10 of the Settlement Agreement ("Opt Out Plaintiffs").

If you are not sure whether you are included, you may call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 13 below. If you wish to exclude yourself from the Class, please refer to Question 11.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 7. What does the settlement with the Cephalon Defendants provide?

The Cephalon Defendants have agreed to pay \$512 million in cash into the Settlement Fund (which will include any interest that accrues). Direct Purchaser Class Plaintiffs' Counsel will apply to the Court for an award of attorneys' fees (of up to one-third of the Settlement Fund) and expenses, incentive awards to the Class Representatives of \$100,000 for King Drug, RDC, Burlington, and Smith Drug and \$50,000 for Meijer and SAJ for their efforts in this litigation to the Class, a proportionate share of the interest, and payment for costs of administering the settlement from the fund. The remainder (the "Net Settlement Fund") will be divided among Class Members. The proposed settlement also provides that, in the event the Court does not approve the Settlement for any reason other than that the settlement is not fair, reasonable, and/or adequate, the Cephalon Defendants nevertheless agreed to offer you your *pro rata* share of the Settlement Fund (subject to 40% of your proportionate share being placed into escrow while the Court reviews Direct Purchaser Class Counsel's petition for attorney's fees, costs and incentive awards to the Class Representatives). This *pro rata* share is based on an estimate of relative purchases prepared by the Direct Purchaser Class Plaintiffs' economist based on the best information available to Direct Purchaser Class Plaintiffs' Counsel at the time the Settlement Agreement was entered into. These estimates may be different from the final plan of allocation in the event that there is additional data that becomes available.

In exchange, the litigation between the Direct Purchaser Plaintiffs and the Cephalon Defendants will be dismissed with prejudice and the Cephalon Defendants will be released by Direct Purchaser Class Plaintiffs from certain claims. The full text of the Settlement Agreement is available at [www.garwingerstein.com](http://www.garwingerstein.com).

Defendants Mylan and Ranbaxy are not part of the proposed settlement between the Direct Purchaser Class Plaintiffs and the Cephalon Defendants. Direct Purchaser Class Plaintiffs' lawsuit against Mylan and Ranbaxy is continuing.

### 8. How much will my payment be?

Your share of the Net Settlement Fund will depend on the amount of Provigil® you directly purchased from Cephalon between June 24, 2006 through August 31, 2012.

Generally, those who purchased more Provigil® during that period will get a higher recovery.

Your share of the Net Settlement Fund will also depend on the number of valid claim forms that Class Members submit. If less than 100% of the Class sends in a claim form, you could get a larger *pro rata* share.

#### 9. How can I get a payment?

How you can get a payment depends on if the Court gives Final Approval to the Settlement. If the Court gives Final Approval to the settlement, and you do not exclude yourself from the Class, then you will receive a Claim Form in the mail by which you can request your *pro rata* share of the Settlement Fund. (See Question 7 above). You may 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. If the Court does not give Final Approval to the settlement for any reason other than that the settlement is not fair, reasonable, and/or adequate, the Cephalon Defendants must still offer you your *pro rata* share of the Settlement Fund (subject to your proportionate share being placed into escrow while the Court reviews Direct Purchaser Class Counsel's petition for attorney's fees, costs and incentive awards to the Class Representatives).

#### 10. When would I get my payment?

When you get your payment depends on several matters, including whether the Court decides to give Final Approval to the settlement.

If you decide not to exclude yourself from the Class, when you get a payment depends on the timing of Final Approval and any appeal of that Final Approval. The Net Settlement Fund will be allocated to Class Members as soon as possible after Final Approval has been obtained for the proposed settlement. You will not be responsible for calculating the amount you may be entitled to receive. The Plan of Allocation is as follows: the allocation will be on a *pro rata* basis in proportion to how much Provigil you purchased. If the proposed settlement is given Final Approval, but there is an appeal of the Final Approval, the appeal could take several years to resolve. Any accrued interest on the Settlement Fund will be included, *pro rata*, in the amount paid to the Class Members.

If you do decide to exclude yourself from the Class, which means that you are choosing not to be a part of the Class and the settlement, then you will not receive a share of the Settlement Fund.

### EXCLUDING YOURSELF FROM & CLASS AND THE SETTLEMENT

#### 11. Can I get out of the settlement with the Cephalon Defendants?

Yes, if you exclude yourself from the Class (*i.e.*, "opt out" of the Class) on or before October 1, 2015. To exclude yourself, you must send a letter via first class U.S. mail saying that you want to exclude yourself from the Direct Purchaser Class Action in *King Drug Company of Florence, Inc. v. Cephalon, Inc., et al.*, No. 06-1797 (E.D.

Pa.). Be sure to include your name, address, telephone number, and your signature. Mail the exclusion to the lawyer listed in Question 13 below. Your letter requesting exclusion must be postmarked no later than October 1, 2015.

If you exclude yourself from the Class, you will not be legally bound by anything that happens in the lawsuit between Direct Purchaser Class Plaintiffs and the Cephalon Defendants, and you may be able to sue (or continue to sue) the Cephalon Defendants in the future about the legal issues in this case. If you exclude yourself from the Class so that you can start, or continue, your own lawsuit against the Cephalon Defendants, you should talk to your own lawyer soon, because your claims will be subject to a statute of limitations, which means that your claims will expire if you do not take timely action. You need to contact your own lawyer about this issue.

If you do not exclude yourself from the Class, you will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Cephalon Defendants arising from the claims released as part of the settlement, including claims brought in the case between Direct Purchaser Class Plaintiffs and the Cephalon Defendants. All of the Court's orders in the case between Direct Purchaser Class Plaintiffs and the Cephalon Defendants will apply to you and legally bind you. You will also be bound by the proposed settlement between Direct Purchaser Class Plaintiffs and the Cephalon Defendants if the Court grants Final Approval to the proposed settlement and enters final judgment in the case between the Direct Purchaser Class Plaintiffs and the Cephalon Defendants.

**12. If I don't exclude myself, can I sue the Cephalon Defendants for the same thing later?**

No. If you remain in the Class and the Settlement is approved by the Court, you give up your right to sue the Cephalon Defendants relating to your purchases of Provigil®. That is called "releasing" your claims and potential claims relating to your purchases of Provigil® from the Cephalon Defendants. The full text of the release is included in the Settlement Agreement at Paragraph 14.

If you have your own pending lawsuit, speak to your lawyer in that case immediately, because you must exclude yourself from this Class to continue your own lawsuit against the Cephalon Defendants. Remember, the exclusion deadline is October 1, 2015.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in this case?**

The law firm listed below has been appointed by the Court as Lead Class Counsel. Lead Class Counsel is experienced in handling similar cases against other companies.

Lead Class Counsel is:

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



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

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

**15. How will the lawyers be paid?**

If the Court gives Final Approval to the settlement, then the Court will be asked to approve a fee to the lawyers of no more than one-third of the Settlement Fund (including accrued interest) plus reimbursement to the lawyers for the costs and expenses they have paid. If you decide not to exclude yourself from the Class, you will not have to pay these fees, costs and expenses out of your own pocket. If the Court grants Class Counsel's requests, these amounts would be deducted from the Settlement Fund. Class Counsel also will apply for incentive awards to the Class Representatives for their services to the Class of \$100,000 to each of King Drug, RDC, Burlington, and Smith Drug and \$50,000 for each of Meijer and SAJ. If the Court does not give Final Approval to the settlement for any reason other than that the settlement is not fair, reasonable, and/or adequate, and you accept the *pro rata* share of the Settlement Fund that is offered to you by the Cephalon Defendants (see Question 7 above), then 40% of any amount agreed to by you and the Cephalon Defendants will be placed in escrow to cover your proportionate share of attorney's fees, costs and incentive awards to the Class Representatives while the Court reviews Direct Purchaser Class Counsel's petition for attorney's fees, costs and incentive awards to the Class Representatives).

Any application by Class Counsel for an award of attorneys' fees, reimbursement of expenses and incentive awards to the Class Representatives will be filed with the Court and made available for download and/or viewing on or before September 17, 2015 on [www.garwingerstein.com](http://www.garwingerstein.com), as well as at the office of the Clerk of the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797, during normal business hours.

## **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with all or any part of the proposed settlement, and/or the application for attorneys' fees, costs, and expenses, and/or incentive awards to the Class Representatives. If you exclude yourself from the Class, however, you cannot object to the proposed settlement or the application for attorneys' fees, costs, expenses and/or incentive awards to the Class Representatives.

**16. How do I tell the Court that I do not like the settlement with the Cephalon Defendants?**

If you are a Class Member (and have not excluded yourself), you can object to all or any part of the proposed settlement if you do not like all or any part of it. You can give reasons why you think the Court should not approve it. 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 in the Direct Purchaser Class Action in *King Drug Company of Florence, Inc. v. Cephalon, Inc., et al.*, No. 06-1797 (E.D. Pa.). Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection to the Clerk of the United States District Court for the Eastern District of Pennsylvania, James A. Byrne United States Court House, 601 Market Street, Philadelphia, PA 19106 with copies to all of the following:

Bruce E. Gerstein, Esq.  
Garwin Gerstein & Fisher LLP Wall  
Street Plaza  
88 Pine St., 10th Floor  
New York, New York 10005  
Tel: (212)398-0055  
Fax: (212) 764-6620  
[bgerstein@garwingerstein.com](mailto:bgerstein@garwingerstein.com)  
[jopper@garwingerstein.com](mailto:jopper@garwingerstein.com)  
[khennings@garwingerstein.com](mailto:khennings@garwingerstein.com)

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Tel: 610-205-6001  
Fax: 610-988-0808  
[jwo@stevenslee.com](mailto:jwo@stevenslee.com)

Your objection must be postmarked no later than October 1, 2015.

### THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to give Final Approval to the settlement. You may attend and, if you have not excluded yourself from the Class, you may ask to speak, but you do not have to.

<b>17. When and where will the Court decide whether to approve the settlement with the Cephalon Defendants?</b>
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The Court will hold a Fairness Hearing at 10:00 a.m. on October 15, 2015, in Courtroom 4B at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. The Court will also consider Class Counsel's request for reimbursement of costs and payment of attorneys' fees out

of the Settlement Fund, as well as the request for incentive awards to the Class Representatives. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to give Final Approval the settlement. We do not know how long the decision will take.

**18. Do I have to come to the hearing?**

No. Class Counsel will answer questions that the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. So long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Moreover, attendance is not necessary to receive a *pro rata* share of the Net Settlement Fund.

**19. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter via first class U.S. mail saying that it is your "Notice of Intention to Appear in *King Drug Company of Florence, Inc. v. Cephalon, Inc., et al.*, No. 06-1797 (E.D. Pa.)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than October 1, 2015, and must be sent to the Clerk of the Court, Class Counsel and Defendants' counsel, at the addresses set forth in the response to Question 16. You cannot speak at the hearing if you excluded yourself as a Class Member or do not send a notice of intention to appear.

**IF YOU DO NOTHING**

**20. What happens if I do nothing at all?**

If you are a Class Member and you do nothing, you will participate in the settlement as described in this notice, if the settlement is approved. However, you will need to complete, sign and return the Claim Form (once it is sent to you) in order to obtain a payment.

## GETTING MORE INFORMATION

### 21. How do I get more information?

If you have questions about this case or want to get additional information, you may call or write to the lawyers listed in answer to Question 16 or visit the website [www.garwingerstein.com](http://www.garwingerstein.com). This notice 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 is on public file with the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797 during normal business hours and is also available for download and/or viewing at [www.garwingerstein.com](http://www.garwingerstein.com).

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

DATE: August 17, 2015

BY THE COURT

/s/

Honorable Mitchell S. Goldberg  
United States District Judge