Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

In re NEURONTIN ANTITRUST LITIGATION	:	Civil Action No. 02-1390 (FSH) 02-2731 (FSH)
THIS DOCUMENT RELATES TO ALL ACTIONS	:	

DECLARATION OF GARY L. FRENCH, PH.D.
RELATED TO PROPOSED ALLOCATION PLAN AND
NET SETTLEMENT FUND ALLOCATION

I. BACKGROUND AND CREDENTIALS

1. I am an economist and Principal Consultant to Nathan Associates Inc., an economic and financial consulting firm with offices in Arlington, Virginia; Irvine, California; London, England; and Chennai and New Delhi, India that provides economic, financial and statistical research and analysis to private and public sector clients in the United States and abroad.
2. Prior to joining Nathan Associates in 1979, I was a member of the faculties of three universities over an eight-year period. During this period, I taught undergraduate and graduate courses in economics, finance, and statistics. Earlier, I earned three degrees

from the University of Houston – Bachelor of Business Administration in 1966, Master of Arts in economics in 1971, and Doctor of Philosophy in economics in 1973.

3. My experience includes the analysis of economic and financial issues in antitrust and other complex litigation concerning a variety of industries, including matters concerning the structure and conduct of industries, the definition of relevant markets, the determination of competitive and other economic impacts, especially economic impact upon plaintiff classes, and the development of class-wide analytical methods that can be applied to the assessment of damages.

4. I am familiar with the economic and academic literature concerning the pharmaceutical industry including the subject of generic entry and delayed generic entry. I also have specific experience in making economic assessments of the effects of the entry of generic drugs into pharmaceutical markets. For instance, I have been involved in a number of class action lawsuits concerning the pharmaceutical industry, similar to this one, in which plaintiffs alleged that the introduction of a generic equivalent drug was delayed by the conduct of drug manufacturers, including actions involving Coumadin, Hytrin, Paxil, K-Dur, Augmentin, Ditropan and Wellbutrin. In each of these prescription drug cases, I opined on class certification issues for direct or indirect purchasers. In particular, I assessed the impact of alleged wrongdoing on class members and identified methodologies for quantifying the aggregate class-wide damages.

5. Earlier I submitted three affidavits in the class certification stage of this litigation.[1] In these affidavits, I demonstrated and defended the conclusions that the fact of antitrust injury on all or nearly all members of the then proposed Class of direct purchasers of

[1] Affidavit of Gary L. French, Ph.D., Regarding Class Certification, May 11, 2009; Second Affidavit of Gary L. French, Ph.D., Regarding Class Certification, August 3, 2009; and Supplemental Affidavit of Gary L. French, Ph.D., Regarding Class Certification, July 6, 2010.

Neurontin could be demonstrated with evidence common to all Class members, and developed and described a methodology common to the Class for measuring the aggregate amount of class-wide damages. I also defended my class certification related opinions in a deposition on August 28, 2009. In addition, I submitted an expert report regarding damages to the direct purchaser Class on February 22, 2010, and replied to the criticisms of that report by Defendant Pfizer's expert, Professor James Hughes, in a second expert report on damages dated July 23, 2010.[2]

6. I understand that the Plaintiffs and Defendant (defined below) in this matter have proposed a settlement to the Court pursuant to which Defendant has agreed to pay $190 million to resolve this matter on a class-wide basis. On January 25, 2011, the Court certified the class for litigation purposes. On May 1, 2014, the Court issued an Order that preliminarily approved the proposed settlement and confirmed and modified the Class for settlement purposes. The Settlement Class is defined as follows: "All persons or entities in the United States that purchased Neurontin from Pfizer at any time during the period of December 11, 2002 through August 31, 2008 and who have purchased generic gabapentin. Excluded from the Class are Defendants and each of their respective parents, employees, subsidiaries, affiliates, and franchisees."[3] The Court stated further: "Also excluded from the Class are CVS Pharmacy, Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreens Co., American Sales Co., Inc., HEB Grocery Co. LP, Safeway, Inc., SuperValu Inc., and the Kroger Co. in their own right as direct purchasers from Pfizer and as assignees limited to their purchases of Neurontin

[2] Revised Expert Report of Gary L. French, Ph.D., Regarding Damages to the Direct Purchaser Class, February 22, 2010; and Reply Expert Report of Gary L. French, Ph.D., Regarding Damages to the Direct Purchaser Class, July 23, 2010.
[3] Order Preliminarily Approving Settlement, Authorizing Notice to the Class and Setting Hearing, May 1, 2014, ¶2.

from Class members."[4] The "Class Period" runs from December 11, 2002 to August 31, 2008.

II. ASSIGMENT

7. In view of the proposed settlement, Class Counsel has asked me to devise a method that could be used to allocate the settlement fund, net of attorneys' fees, Plaintiff incentive awards, litigation and administration costs, and inclusive of interest ("Net Settlement Fund") to those members of the Settlement Class who submit claim forms ("Claimants") in a manner that is (a) practicable given the available data and information, (b) efficient in terms of cost and time, and (c) consistent with the relative injuries suffered by each of the Claimants, and thus fair to all members of the Settlement Class. The next section contains a summary of the method I developed to allocate the Net Settlement Fund. Following the summary, the rest of this declaration contains a summary of the claims Plaintiffs made in the case, and in particular, the theory Plaintiffs had pursued regarding how the alleged conduct caused Class members to pay more for the product at issue (gabapentin) than they would have paid in the but-for world; *i.e.*, to pay overcharges. I then describe the method by which I computed class-wide overcharge damages in the reports I earlier submitted in the case—a method I modified in devising the proposed allocation plan. Finally, I show in more detail how my class-wide damages methodology can be used, in modified form, as a means to allocate damages to individual Claimants on a *pro rata* basis that is both efficient and fair.

III. SUMMARY OF THE PROPOSED *PRO RATA* ALLOCATION METHOD

8. The *pro rata* allocation method I propose is derived from the class-wide damage methodology in my February 22, 2010 expert report, and is a simple, efficient and fair

[4] *Id.*, ¶ 3.

way to allocate the Net Settlement Funds among Class member Claimants, as explained in the remaining sections of this declaration. The simple steps required to compute each Claimant's share of the Net Settlement Fund are as follows:

(1) I first determined Class membership by examining the Neurontin sales data provided by Pfizer during the Class Period to determine the entities which directly purchased Neurontin from Pfizer. To qualify as a Class member, an entity must not only have bought Neurontin from Pfizer, but also must have purchased generic gabapentin during the Class Period. However, the entity qualified if it bought generic gabapentin directly from a drug manufacturer or from another source or both. By examining the sales databases provided by Greenstone, Purepac, Teva, Ivax and Apotex, I verified that most of the direct purchasers of Neurontin also purchased generic gabapentin. The remaining direct purchasers of Neurontin likely also purchased generic gabapentin from other manufacturers which did not provide data and/or from other sources such as drug wholesalers; however, these direct purchasers of Neurontin will need to document their purchases of generic gabapentin when they file claims.

(2) The Claimant must complete and return the Claim and Release form ("Claim Form") which encompasses either the acceptance of the Claimant's purchases of Neurontin and generic gabapentin during the Class Period (net of returns and any assigned claims) based on the (a) sales records of Defendant Pfizer and generic drug manufacturers accounting for over 90 percent of all generic gabapentin sales during the Class Period (all of which data were produced during discovery in this case), or (b) the submission of data reflecting its purchases of Neurontin and generic gabapentin along with any other documentation reflecting such purchases.

(3) My computation will be based on the following information (whether from the transactional data already produced in discovery or from submissions by the Claimants): each Claimant's (a) total dollar volume purchases of Neurontin capsules and/or tablets in any and all dosage strengths for the period January 1, 2003 to September 30, 2004 for capsules and from November 1, 2003 through October 31, 2004 for tablets; and (b) total dollar volume purchases of generic gabapentin from a gabapentin supplier whether capsules and/or tablets in any and all dosage strengths from October 1, 2004 for capsules and November 1, 2004 for tablets through August 31, 2008 for both capsules and tablets. I then add the total dollar volume of "a" and the total dollar volume of "b".

(4) To get the *pro rata* share for each Claimant of the Net Settlement Fund, I take the sum of "a" and "b" above for each Claimant and divide it by the total of "a" and "b" for all Claimants combined. Each Claimant's percentage share of all Claimants' purchases of Neurontin and generic gabapentin would reflect its *pro rata* share of the Net Settlement Fund. Based on the transactional data produced in discovery, I did a preliminary computation of *pro rata* shares for each Claimant. That information is shown in Table 1 (attached). However, if any Class member fails to submit a claim or documents and submits alternative purchases, then the Claims Administrator will substitute the alternative purchases and re-calculate the percentage share of each Claimant in Table 1.

(5) The re-calculated percentage shares of all purchases of Neurontin and generic gabapentin during the Class Period will be applied to the Net Settlement Fund to determine the portions of the Fund to be remitted to each Claimant.

9. If no alternative purchases are submitted by any Claimant and all Class members file claims, then the percentage shares for each Claimant shown in Table 1 would be employed to compute the portions of the Net Settlement Fund allocated to each Claimant. For example, if the Net Settlement Fund were $120,000,000, then the application of the percentage share for Morris Dickson Co, which has a share of 1.4344 percent in Table 1, would yield $1,721,280 as the *pro rata* portion of the Fund for Morris Dickson Co.

IV. SUMMARY OF PLAINTIFFS' CLAIMS

10. In this case, Plaintiffs alleged that Pfizer, Inc. and Warner-Lambert Co., which Pfizer acquired (collectively "Defendant"), engaged in an overarching anticompetitive scheme including, but not limited to, the following acts:

    i. Wrongfully listing patents in the Orange Book as claiming Neurontin, which did not meet the FDA's requirements for Orange Book Listing;

    ii. Filing allegedly baseless lawsuits claiming infringement of various patents in order to trigger the 30-month regulatory delays; and

    iii. Delaying the application process for the '482 patent, which delayed the issuance of the '482 patent and any patent infringement suits ultimately brought regarding that patent.

    Given the provisions of the Hatch-Waxman Act, Plaintiffs alleged that Defendant's acts delayed the market introduction of generic gabapentin anhydrous, the chemically active molecule in Defendant's brand name drug, Neurontin. Consequently, Plaintiffs alleged that Defendant maintained and chronologically extended its alleged monopoly of the U.S. market for gabapentin anhydrous in violation of Section 2 of the Sherman Act. Actual sales of generic gabapentin began in October 2004, but in the absence of Defendant's allegedly wrongful conduct, Plaintiffs had claimed that generic sales would have occurred as early as December 2002.

11. Plaintiffs alleged that by extending its monopoly from December 2002 to October 2004, Defendant was able to charge a supracompetitive price for Defendant's gabapentin product beyond the time that generic gabapentin would have been introduced in the absence of Defendant's allegedly illegal scheme. Consequently, members of the proposed Class purchased some units of Neurontin directly from Defendant that Defendant would have forgone had generic entry occurred earlier. Thus Class members who purchased Neurontin between December 2002 (the earliest month low priced generic gabapentin would have been introduced) and October 2004 (when the first generic gabapentin sales actually occurred) were overcharged by the difference between the higher price they paid for branded Neurontin and the lower price of generic gabapentin. I refer to this form of overcharges as the brand-generic or "BG" damages.
12. Class members also suffered overcharges on their purchases of generic gabapentin. Plaintiffs had alleged that Defendant's conduct not only delayed the initial entry of generic manufacturers, but subsequent entrants as well. Because the more generic competition, the lower the price, by allegedly delaying a second wave of generic entrants, Defendant caused Class members to pay artificially inflated prices for generic gabapentin as well. In the absence of Defendant's allegedly unlawful conduct, Plaintiffs alleged that generic entry would have occurred as early as December 2002 instead of when actual entry occurred in October 2004. Thus, beginning in October 2004, Class members were allegedly overcharged by the differences in the actual prices of generic gabapentin and the lower generic prices that would have existed beginning in October 2004 in the but-for world. These generic–generic or "GG" overcharges would have, Plaintiffs alleged, continued throughout the Class Period.

IV. SUMMARY OF MY CLASS-WIDE DAMAGES METHODOLOGY

13. In my revised damages report (dated February 22, 2010), I described and employed a "shift-back" methodology to calculate the BG and GG overcharge damages suffered by the Class as a whole during the Class Period. The monthly BG overcharges per unit starting in December 2002[5] were computed as the difference between the actual average Neurontin price in any given month less the shifted back average generic price that would have existed in that same month in the but-for world. Similarly, I computed the monthly GG overcharges per unit from October 2004 through August 2008 as the difference between the actual average generic gabapentin price in any given month less the shifted back average generic price that would have existed in that same month absent Defendant's conduct.

14. Once I had computed the BG average monthly overcharges per unit, I calculated the class-wide BG overcharges by multiplying the average BG overcharge per unit in each month by the total number of units purchased by the Class in each month. I then added the monthly BG overcharge dollar volumes for capsules from January 2003 through September 2004. Similarly, I calculated the class-wide GG overcharges by multiplying the average GG overcharge per unit in each month by the collective units purchased by the Class in each month, and then summing the monthly GG overcharge dollar volumes from October 2004 through August 2008. I computed the BG and GG overcharges separately by form (capsule or tablet) and dose (100, 300, 400, 600 or 800 milligrams).

V. PROPOSED PLAN OF ALLOCATION

[5] Due to the monthly nature of the sales data produced, but-for entry dates of the first of the month following the but-for entry dates listed in are used (January 2003 for 100, 300 and 400 mg and November 2003 for 600 and 800 mg products).

15. I have concluded that the methodology I employed in my February 22, 2010 damages report can also be used, with certain straightforward modifications, to assess overcharges paid by individual Class members, and thus could plausibly be used to allocate the Net Settlement Fund on a *pro rata* basis. Moreover, because most of the transactional data needed for this process is already in my possession (given that it was produced during discovery in this case), my proposed allocation method will not generally require individual Class members themselves to collect and turn over years-old individual purchase data.[6] Rather, each Class member can be sent a Claim Form with the information pre-printed such that all a Claimant need do as part of the allocation process is to verify the data, execute the form, sign the release, and send it back to the Claims Administrator.

16. Below I explain why this proposal (a) fairly reflects, on a *pro rata* basis, the overcharges incurred by each of the Class members, and (b) is highly efficient for the Claims Administrator to carry out and the Class members to comply. First, as to "a," Class members paid overcharges because, due to the alleged delay in generic competition, Defendant maintained prices for gabapentin at artificially high levels from December 2002 through September 2004. Class members also paid overcharges after September 2004 as well because Defendant's conduct, by allegedly delaying generic entry, also delayed the intensification of price competition in the sale of generic gabapentin by delaying the market entry of additional generic sellers. This delay in greater generic gabapentin competition caused Class members to pay higher prices for generic

[6] Based on assignment information I received, assigned purchases were removed from the data for assignors and added to the data for assignees where the assignees are Class members, or excluded altogether if the assignees opted out of the Class.

gabapentin from October 2004 through August 2008 than they would have absent Defendant's conduct.

17. The per unit injury on Class members' Neurontin purchases increased from month to month in the January 2003 – September 2004 period because, absent Defendant's conduct, the prices for generic gabapentin that would have been available during this period would have declined over the period as more generic manufacturers entered the market and intensified generic competition. Thus, the per unit BG damages increased from month to month from January 2003 through September 2004. The delay in initial generic entry by one or two sellers and the subsequent entry of additional generic sellers also caused the per unit GG damages that began in October 2004 to decline gradually over the remainder of the Class Period. Thus, both the BG per unit damages and the GG per unit damages varied over time.

18. Notwithstanding the month-to-month variation in per unit overcharge damages, the amount of Neurontin and generic gabapentin purchased by each Class member over the course of the entire Class Period is roughly proportional to the overcharges each Class member suffered. This is because Class members are resellers who continually purchased Neurontin, as well as generic gabapentin, during the Class Period. Class members are pharmaceutical wholesalers and retail pharmacies that had to carry inventories of both Neurontin and generic gabapentin to meet the demands of their customers for these products. Every month in the December 2002 – September 2004 period, and to a lesser extent afterwards, retail pharmacies filled prescriptions for Neurontin. Starting in October 2004, retail pharmacies also filled prescriptions for generic gabapentin. Because of the demand for Neurontin and its generics by

consumers/patients, all pharmacies had to regularly buy Neurontin and generic gabapentin to maintain inventories in order to fill prescriptions for Neurontin and generic gabapentin upon demand. Wholesaler Class members also regularly purchased Neurontin and generic gabapentin from Defendant and generic manufacturers to maintain inventories from which to supply Neurontin and generic gabapentin to their hospital, clinic and retail pharmacy customers. Hence, all Class members regularly purchased Neurontin and generic gabapentin during the Class Period.

19. Because of this regularity, the ratio of the unit volume of Neurontin or generic gabapentin purchased by a Class member to the class-wide unit volume of Neurontin or generic gabapentin purchased by all Class members during the Class Period would be similar to the ratio of the BG or GG overcharges to the same Class member to the class-wide BG or GG overcharges to all Class members during the Class Period. Consequently, the dollar volume ratios for Class members (*i.e.*, the total qualifying purchases for any Class member during the Class Period divided by the total qualifying purchases for all Class members during the Class Period) would be good proxies for the percentage of total Class overcharges incurred by any particular Class member. Thus, the simplified ratio I have proposed efficiently and fairly allocates the Net Settlement Fund among Class members. Put another way, I have simplified the allocation plan by aggregating the purchases of each Class member over the course of the entire Class Period, rather than conducting a month by month analysis, without sacrificing accuracy or fairness.

20. In my February 22, 2010 report, I calculated class-wide overcharges by form (tablet and capsule) and dosage using transaction data by form and dose for Neurontin and generic

gabapentin provided by Defendant and several generic manufacturers including Greenstone, Purepac, Teva, Ivax and Apotex.[7]

- Defendant Pfizer provided Neurontin data from January 2001 to September 2008;
- Defendant Pfizer provided data from its authorized generic subsidiary, Greenstone, for generic gabapentin from October 2004 to August 2008;
- Purepac provided data for generic gabapentin sales from October 2004 until December 2008;
- Teva provided data for generic gabapentin sales by Teva and Ivax from October 2004 until April 2009; and
- Apotex provided data for generic gabapentin from October 2004 until May 2009.

21. Neurontin and its generics were sold in capsules with 100, 300 and 400 milligrams of the active ingredient and in tablets with 600 and 800 milligrams of the active ingredient. Using net purchase dollars as the common measure, the total purchases of all the forms and doses by each Class member and all Class members together can be calculated from the data.[8]

22. Table 1 shows, based on the available data, the purchases of Neurontin from January 1, 2003 through September 30, 2004 for capsules and from November 1, 2003 through October 31, 2004 for tablets across all dosage strengths. Note that some entities show no Neurontin purchases during this period. These entities are nonetheless Class members

[7] My February 22, 2010 report describes the data provided to me in further detail. The available manufacturer data from Greenstone, Purepac, Teva, Ivax, and Apotex account for almost 95 percent of total gabapentin 300 mg volume sales. Generic manufacturers for whom I do not have data include Eon/Sandoz, Mutual, Ranbaxy, Sun, Amneal and Glenmark. I also received data from the following opt-outs and/or assignees: Rite-Aid and CVS regarding their assigned purchases from McKesson and Cardinal Health, and Meijer regarding its assigned purchases from Frank W. Kerr and McKesson. Additionally, I received Dr. Leffler's back-up materials, which quantified assigned purchases of Walgreens, Supervalu, Safeway, HEB Grocery and American Sales Company.

[8] I use dollars purchased instead of units to account for differences in the gabapentin content and price across the various strengths.

because they bought Neurontin after these early periods but before the end of the Class Period. Table 1 also shows each Class member's generic gabapentin purchases across all forms and doses in dollars from October 1, 2004 for capsules and November 1, 2004 for tablets through August 31, 2008 for both capsules and tablets. The Neurontin purchases are listed only for the sub-period from January 2003 through September 2004 because beginning in October 2004 when the first generic gabapentin sellers entered the market, Class members overwhelmingly bought generic gabapentin instead of branded Neurontin. The generic gabapentin purchases by Class members in Table 1 occurred from October 2004 through August 2008. They reflect generic purchases by Class members from Greenstone (Pfizer's generic manufacturing subsidiary), Apotex, Purepac and/or Teva/Ivax, which are the companies for which generic gabapentin sales transaction data have been provided and which are available to me. The dollar purchases in the total column of Table 1 are the sum of the Neurontin and generic gabapentin dollar purchases for each Class member in the table.

23. I identified the Class members in Table 1 using the Neurontin sales transaction data provided by Defendant.[9] I then further excluded from the table entities included in the sales data of Pfizer and generic manufacturers that have opted out of the Class. I excluded additional customers that have been acquired by entities that have opted out of

[9] The Class definition requires Class members to have both purchased Neurontin from Pfizer and generic gabapentin during the Class Period. Some of the Class members in Table 1 did not have any purchases of generic gabapentin from the manufacturers from which data were available, but these Class members presumably bought generic gabapentin from manufacturers which did not provide data or from some other source. In order to be considered Class members, these entities will need to provide evidence of their generic purchases along with their Claim Form. While both indirect and direct generic gabapentin purchases will be considered for determining Class eligibility, only generic purchases made directly from generic manufacturers will be considered in determining the Claimant's *pro rata* share. One entity in Table 1, PSS World Medical Inc., also had no direct purchases of Neurontin from Pfizer prior to October 2004, but rather only later when lower priced generic gabapentin was available. By the Class definition, PSS World Medical may still be a Class member if it documents some generic gabapentin purchases. If it does not document generic gabapentin purchases, it will not be considered part of the Class and its share of the Net Settlement Funds will be zero. But its share will be tiny and immaterial in any event.

the Class, including Eckerd (acquired by CVS and Rite-Aid), Brooks Pharmacy (acquired by Rite-Aid), Duane Reade (acquired by Walgreens), Happy Harrys (merged with Walgreens), and PMC Marketing Corp (acquired by Walgreens). I also separated out Meijer's assigned purchases from Frank W. Kerr and McKesson Corp. By combining related entities with their parent company and removing entities that have opted out of the Class, the number of Class members was reduced from 67 to 45.[10]

24. The percentages reflecting each Class member's qualifying Neurontin and generic gabapentin purchases divided by the total qualifying purchases of the Class as a whole set out in Table 1 could then be applied to the Net Settlement Fund to determine the amount in dollars to be allocated to each Class member.

25. Because I do not have all of the generic manufacturer data, Class members should be given the option of either accepting the information provided on the pre-printed Claim Form concerning their purchases of Neurontin and generic gabapentin, or augmenting the estimated purchase amounts with individual purchase records. The purchase data for each Class member that has already been obtained would be pre-printed on the Claim Form to be sent to each Class member.

26. It is possible that some Class members may not submit a claim. Because the entire Net Settlement Fund will be distributed to Class members who submit Claim Forms *pro rata*, if a Class member does not submit a claim, its designated allocation will automatically be redistributed *pro rata* to those Class members that submit claims. For these reasons, the percentages (or ratios) in the last column of Table 1 may have to be re-calibrated once all of the Claim Forms have been submitted.

[10] The 67 Class members did not include Meijer, but Meijer has been included in the count of 45 Class members because other Class members, namely Frank W. Kerr and McKesson, have assigned some of their respective claims to Meijer.

I declare to the best of my knowledge and ability that the foregoing is true and correct.

Gary L. French

June 23, 2014
Date

Table 1. Net Purchases of Neurontin and Generic Gabapentin in All Forms and Doses, by Class Member [a]
(Dollars unlesss otherwise noted)

Class Member	Neurontin Purchases During Allocation Sub-Period	Generic	Total	Percent of Total
ALLOU HEALTH AND BEAUTY INC*	9,242	-	9,242	0.0003%
AMERISOURCE [b]	1,006,294,553	224,388,857	1,230,683,410	33.8806%
BURLINGTON DRUG CO	2,575,981	393,346	2,969,327	0.0817%
CAPITAL WHOLESALE DRUG CO	2,760,476	173,974	2,934,450	0.0808%
CARDINAL HEALTH INC [c]	537,555,291	109,056,849	646,612,140	17.8012%
CESAR CASTILLO INC	1,131,646	238,403	1,370,049	0.0377%
DAKOTA DRUG INC	3,001,445	1,670,493	4,671,938	0.1286%
DIK DRUG CO INC	4,033,462	1,673,412	5,706,874	0.1571%
DISCOUNT DRUG MART INC	5,478,756	1,881,817	7,360,573	0.2026%
DMS PHARMACEUTICAL	422,947	63,934	486,881	0.0134%
DROG GONZALEZ INC*	43,604	-	43,604	0.0012%
DROGUERIA BAYAMON*	437,151	-	437,151	0.0120%
DROGUERIA BETANCES	3,942,357	2,752,287	6,694,643	0.1843%
DROGUERIA CENTRAL DOR*	4,108,586	(227)	4,108,359	0.1131%
DROGUERIA LAS ROSAS INC*	204,325	-	204,325	0.0056%
DROGUERIA SAN JUAN*	48,037	-	48,037	0.0013%
DRUGS UNLIMITED INC	589,013	203,353	792,366	0.0218%
EXPRESS SCRIPTS [d]	4,903,093	9,447,086	14,350,179	0.3951%
F DOHMEN CO	46,331,143	10,139,987	56,471,130	1.5546%
FMC DISTRIBUTORS*	761,871	-	761,871	0.0210%
FRANK W KERR CO [e]	5,018,907	2,796,685	7,815,593	0.2152%
GENERAL INJECTABLES AND VACCINE	11,783	261	12,044	0.0003%
GOODWIN DRUG CO	40,044	142	40,186	0.0011%
HARVARD DRUG GROUP LLC	2,634,914	14,118,569	16,753,483	0.4612%
HD SMITH WHOLESALE DRUG COMPANY [f]	31,276,527	15,856,549	47,133,076	1.2976%
HENRY SCHEIN INC [g]	-	23,452	23,452	0.0006%
J M SMITH CORP [h]	22,813,396	16,723,175	39,536,571	1.0884%
KAISER PERMANENTE	506,564	20,134,749	20,641,312	0.5683%
KING DRUG COMPANY	953,759	301,896	1,255,655	0.0346%
LOUISIANA WHOLESALE DRUG	1,160,787	2,468,418	3,629,205	0.0999%
MCKESSON CORP [i]	918,136,392	452,042,540	1,370,178,932	37.7209%
MEIJER [j]	39,180	13,542,340	13,581,520	0.3739%
MIAMI LUKEN INC	3,521,226	1,334,201	4,855,427	0.1337%
MORRIS DICKSON CO LLC	38,659,429	13,445,049	52,104,479	1.4344%
NC MUTUAL WHOLESALE DRUG CO	15,191,083	6,921,294	22,112,377	0.6088%
NYS DOCS CENTRAL PHARMACY	1,951,283	-	1,951,283	0.0537%
PHARMACY BUYING ASSOCIATION	3,946,174	1,632,611	5,578,784	0.1536%
PRESCRIPTION SUPPLY INC	1,358,197	645,274	2,003,471	0.0552%
PROFESSIONAL DRUG CO INC*	149,784	-	149,784	0.0041%
PSS WORLD MEDICAL INC [g]*	-	-	-	Need Customer Data
R AND S NORTHEAST LLC	131,326	77,825	209,151	0.0058%
R AND S SALES INC	1,027,156	292,469	1,319,625	0.0363%
RINOR CORPORATION*	18,390	-	18,390	0.0005%
ROCHESTER DRUG COOPERATIVE INC	8,967,236	4,929,481	13,896,717	0.3826%
SCHNUCKS	1,861,426	1,132,630	2,994,056	0.0824%
VALUE DRUG COMPANY	12,082,515	5,821,825	17,904,340	0.4929%
Total	2,696,090,458	936,325,004	3,632,415,462	100.0000%

Notes: The purchase figures in this table do not include purchases assigned to an opt-out. As the Class definition requires both brand and generic purchases, Class members with an * next to their name will need to provide evidence of their generic purchases in order to be entitled to their *pro rata* share. Both direct and indirect generic purchases will satisfy the detemination of Class eligibility, but only direct purchases will be considered for the settlement allocation.

[a] Purchases are net of returns, rebates, chargebacks and discounts. The purchases are summed over January 1, 2003-August 31, 2008 for 100MG, 300MG and 400MG products and November 1, 2003-August 31, 2008 for 600MG and 800MG products. Neurontin purchases are included only until the date of generic entry (through September, 30 2004 for 100MG, 300MG, and 400MG products and October, 31 2004 for 600MG and 800MG products). Opt-outs in the sales databases that are excluded (through direct or indirect purchases when assigned) are: CVS Pharmacy Inc., Caremark, L.L.C., Rite Aid Corporation, Rite Aid HDQTRS Corp., Walgreen Co., American Sales Co, Inc., HEB Grocery Co. LP, Safeway Inc., SuperValu Inc., and The Kroger Co. Their subsidiaries are also excluded: Walgreen's related companies DUANE READE, HAPPY HARRYS, and PMC MARKETING CORP; Rite Aid/CVS's related company ECKERD; Rite Aid's related company BROOKS. Also excluded is a customer with net negative purchases of Neurontin (GENERAL DRUG COMPANY AND SUBS).

[b] Includes related companies AMERISOURCE HEALTH CORPORATION, BELLCO DRUG (http://www.bellcoonline.com/bellcodrug.htm), BESSE MEDICAL SUPPLY (www.besse.com), and C D SMITH DRUG CO (http://www.fundinguniverse.com/company-histories/AmerisourceBergen-Corporation-Company-History.html).

[c] Includes related companies BORSCHOW HOSPITAL AND MEDICAL SUPPLIES of Puerto Rico, which was acquired in 2008 (https://cardinalhealth.pr/ourhistory.aspx?LN=EN), DIK DRUG (http://www.cardinal.com/us/en/aboutus/ourhistory/acquisition), KINRAY INC (http://www.kinray.com/cardinalpressrelease.pdf), and WILLIAMS DRUG DISTRIBUTORS, which was acquired by Bailey Drug Company, a company related to Cardinal. Excludes assigned sales to CVS/CAREMARK, AMERICAN SALES CO, HEB GROCERY, and WALGREENS.

[d] Includes PRIORITY HEALTHCARE OH which it acquired (http://phx.corporate-ir.net/phoenix.zhtml?c=69641&p=irol-newsArticle&ID=733708).

[e] Excludes sales assigned to MEIJER.

[f] Includes BARNES WHSLE DRUGS INC., which was acquired in 1999 and VALLEY WHOLESALE DRUG CO, a wholly owned subsidiary (http://www.hdsmith.com/about-us/).

is in the Class; see footnote in report for more detail.

[h] Includes related company SMITH DRUG COMPANY (http://www.jmsmithcorp.com/about-us).

[i] Includes related companies D AND K HEALTHCARE RESOURCES (http://www.bizjournals.com/stlouis/stories/2005/12/19/focus11.html?page=all), MCQUEARY BROS (http://www.mckesson.com/about-mckesson/newsroom/press-releases/2008/mckesson-corporation-to-acquire-mcqueary-brothers-drug-company/), subsidiary WALSH HEALTHCARE SOLUTIONS (http://investing.businessweek.com/research/stocks/private/snapshot.asp?privcapId=4182097) and its subsidiaries WALSH SOUTHWEST LLC (http://investing.businessweek.com/research/stocks/private/snapshot.asp?privcapId=6463389) and WALSH HEARTLAND LLC (http://www.sec.gov/Archives/edgar/containers/fix069/888914/000095013404001760/c82936aexv99w1.txt). Excludes assigned sales to RITE-AID, MEIJER, SAFEWAY and SUPERVALU.

[j] Meijer did not purchase directly but was assigned its purchases from FRANK W KERR CO for the entire Class Period, and MCKESSON CORP for the period from July 30, 2007 to August 31, 2008. The assignment agreement is unclear, but I assume that all purchases from MCKESSON during this time period are assigned. Meijer's purchases were identified using data provided by Meijer.

Sources: Pfizer's electronic data, Purepac's electronic data, Teva's electronic data, Ivax's electronic data, Apotex's electronic data, data produced by CVS/Caremark, Rite-Aid and Meijer, and backup to Dr. Leffler's Response to Supplemental Report of Monica Noether, Ph.D.