

EXHIBIT C

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

IN RE: LIPITOR ANTITRUST
LITIGATION

MDL No. 2332

This document relates to:

Master Docket No. 3:12-cv-2389 (PGS/DEA)

Direct Purchaser Class Actions

**[PROPOSED] ORDER GRANTING FINAL JUDGMENT AND
ORDER OF DISMISSAL APPROVING DIRECT PURCHASER
CLASS SETTLEMENT AND DISMISSING DIRECT
PURCHASER CLASS CLAIMS AGAINST PFIZER INC., PFIZER MANUFACTURING
IRELAND, WARNER-LAMBERT CO., AND WARNER-LAMBERT CO. LLC.**

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, and in accordance with the terms of the Settlement Agreement dated _____ between Pfizer Inc., Pfizer Manufacturing Ireland, Warner-Lambert Co., and Warner-Lambert Co. LLC (collectively or individually, "Pfizer"), and Drogueria Betances, LLC, Professional Drug Company, Inc., Rochester Drug Co-Operative, Inc., Stephen L. LaFrance Holdings, Inc., and Value Drug Company (collectively, "Named Plaintiffs," "Direct Purchaser Plaintiffs," or "Plaintiffs"), individually and on behalf of the Direct Purchaser Class (as defined in Paragraph 2 below, the "Direct Purchaser Class" or "Class"), in the above-captioned litigation (the "Action"), it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. This Final Judgment and Order of Dismissal hereby incorporates by reference the definitions in the Settlement Agreement among Pfizer, the Plaintiffs, and the Direct Purchaser Class, and all capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

2. The following class (the “Class” or “Direct Purchaser Class”) has been certified under Fed. R. Civ. P. 23(b)(3) for purposes of Settlement with Pfizer:

All persons or entities in the United States and its territories who purchased Lipitor or its AB-rated bioequivalent generic products directly from any of Defendants at any time during the period June 28, 2011 through May 28, 2012 (the “Class Period”).

Excluded from the Class are the Defendants and their officers, directors, management, employees, subsidiaries, or affiliates, all federal governmental entities, and all persons or entities that (i) purchased Lipitor directly from Pfizer for the first time during the Class Period after November 30, 2011, but did not purchase generic Lipitor directly from Ranbaxy¹ during the Class Period; and (ii) all persons or entities that purchased Lipitor directly from Pfizer after November 30, 2011 that did not also purchase generic Lipitor after November 30, 2011.

Also excluded from the Class for purposes of the Settlement Agreement are the following entities: CVS Pharmacy, Inc. (which includes Caremark), Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Walgreen Co. (which includes Kerr Drug), The Kroger Co. (which includes Peytons), Safeway Inc., SuperValu Inc., Meijer, Inc. and Meijer Distribution, Inc., Giant Eagle, Inc., and H-E-B L.P. (“Retailer Plaintiffs”).

3. The Court previously appointed the Class Representatives. The Court previously appointed David F. Sorensen of Berger Montague PC, Bruce E. Gerstein of Garwin Gerstein & Fisher, LLP, and Thomas M. Sobol of Hagens Berman Sobol and Shapiro LLP as Lead Counsel for the Class (“Lead Class Counsel”). The Class Representatives and Lead Class Counsel have fairly and adequately represented the interests of the Class and satisfied the requirements of Fed. R. Civ. P. 23(g).

4. The Court has jurisdiction over these actions, each of the parties, and all members of the Class for all manifestations of this case, including this Settlement.

¹ Ranbaxy Inc., Ranbaxy Laboratories Limited, and Ranbaxy Pharmaceuticals, Inc. are collectively, “Ranbaxy.”

5. The notice of settlement (substantially in the form presented to this Court as Exhibit B to the Settlement Agreement) (the “Notice”) directed to the members of the Class via First Class Mail, constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided for individual notice to all members of the Class who were identified through reasonable efforts. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Class members to object to the Settlement.

6. Due and adequate notice of the proceedings having been given to the Class and a full opportunity having been offered to the Class to participate in the _____ Fairness Hearing, it is hereby determined that all Class Members are bound by this Order and Final Judgment.

7. The Settlement of this Class Action was not the product of collusion between the Class Representatives and Pfizer or their respective counsel, but rather was the result of *bona fide* and extensive arm’s-length negotiations conducted in good faith between Lead Class Counsel and counsel for Pfizer, with the assistance of a mediator, the Hon. Faith S. Hochberg.

8. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement and finds that the Settlement is, in all respects, fair, reasonable and adequate to Class members and in their best interests. Accordingly, the Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

9. The Court hereby approves the Plan of Allocation of the Settlement Fund as proposed by Lead Class Counsel (the “Plan of Allocation”), which was summarized in the Notice of Proposed Settlement and filed as Exhibit 2 with Plaintiffs’ Motion for Preliminary Approval of

Settlement, and directs RG/2 Claims Administration, the firm retained by Lead Class Counsel and previously appointed by the Court as the Notice and Claims Administrator, to distribute the Net Settlement Fund as provided in the Plan of Allocation.

10. All claims against Pfizer in the Action are hereby dismissed with prejudice and without costs (other than as provided herein).

11. Upon the Settlement Agreement becoming final in accordance with Paragraph 13.b of the Settlement Agreement, Pfizer on behalf of itself and its respective past, present, and future parents, subsidiaries, associates, affiliates, officers, directors, employees, insurers, general or limited partners, divisions, agents, attorneys, servants, trustees, joint ventures, heirs, executors, administrators, representatives (and the parents', subsidiaries', and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and their predecessors, successors, heirs, executors, administrators, and representatives (collectively, the "Pfizer Releasers"), release and forever discharge, and covenant not to sue, Direct Purchaser Class Members and their past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, attorneys, servants, representatives (and the parents', subsidiaries', and affiliates' past, present, and future officers, directors, employees, agents, attorneys, servants, and representatives), and the predecessors, successors, heirs, executors, administrators and representatives of each of the foregoing (collectively, the "Direct Purchaser Class Releasees") from all claims, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, under federal or state laws, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, contingent or non-contingent, in law or equity, asserted in

connection with the Action or that should have been asserted in the Action as compulsory counterclaims arising out of the alleged conduct that is the subject matter of Paragraph 13 of the Settlement Agreement.

12. In addition, upon the occurrence of the Effective Date set forth in Paragraph 6 of the Settlement Agreement, and in consideration of payment of the Settlement Amount specified in Paragraph 7 of the Settlement Agreement, Named Plaintiffs and all Class Members, whether or not they object to the Settlement and whether or not they make a claim upon or participate in the Settlement Fund, on behalf of themselves and their respective past and present parents, subsidiaries, and affiliates, as well as the past and present general and limited partners, officers, directors, employees, agents, attorneys, servants, predecessors, successors, heirs, executors, administrators, and representatives of all Class Members (the "Direct Purchaser Class Releasers"), release and forever discharge, and covenant not to sue Pfizer and its respective past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, general partners, limited partners, officers, directors, management, supervisory boards, insurers, employees, agents, servants, trustees, associates, attorneys and any of their legal representatives, or any other representatives thereof (and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing) (the "Pfizer Releasees"), with respect to, in connection with, or relating to any and all past, present, or future liabilities, claims, demands, obligations, suits, damages, penalties, levies, executions, judgments, debts, charges, actions, or causes of action, at law or in equity, whether class, individual, or otherwise in nature, and whether known or unknown, arising out of or relating to any conduct, events, or transactions up to the date of the Settlement Agreement, (a) alleged, or which could reasonably have been alleged, in the Direct Purchaser Class Action, (b) concerning purchases of Lipitor and/or its generic equivalents and arising under the

Sherman Act, 15 U.S.C. §§ 1 & 2, *et seq.*, any state or federal RICO statutes, or any other federal or state statute or common law doctrine relating to antitrust, fraud, unfair competition, unjust enrichment, or consumer protection, or (c) the sale, marketing, or distribution of Lipitor or generic Lipitor except as provided for in Paragraphs 13(c) and 14 of the Settlement Agreement (the "Released Claims"). The Direct Purchaser Class Releasers will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any forum whatsoever, including any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against the Pfizer Releasees.

In addition, Direct Purchaser Class Releasers hereby expressly waive, release and forever discharge, upon the Settlement becoming final, any and all provisions, rights and benefits conferred by Section 1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party;

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 Section 1542 of the California Civil Code. The Direct Purchaser Releasers 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 Paragraph 13 of the Settlement Agreement, but each Direct Purchaser Releaser hereby expressly waives and fully, finally, and forever settles, releases, and discharges any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Direct Purchaser Releaser also hereby expressly waives and fully, finally and forever

settles, releases and discharges any and all claims it may have against any Pfizer Releasee under Section 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.

13. The Settlement Agreement releases only the Pfizer Releasees and the Direct Purchaser Class Releasees with respect to the Released Claims. The Settlement Agreement, in whole or in part, does not compromise or otherwise affect in any way any rights the Direct Purchaser Releasees have or may have against any other person, firm, association, or corporation whatsoever. The release set forth in Paragraph 13 of the Settlement Agreement is not intended to and does not release any claims other than the Released Claims.

14. The Settlement effects a complete and total resolution of this Action to the extent of the claims of the Direct Purchaser Class, as well as any compulsory counterclaims of Pfizer relating to the allegations in this Action that were or should have been asserted, but Direct Purchaser Class members do not release any claims (1) arising in the ordinary course of business between any Direct Purchaser Class member and Pfizer arising under Article 2 of the Uniform Commercial Code (pertaining to sales), the laws of negligence or product liability or implied warranty, breach of contract, breach of express warranty, or personal injury; (2) unrelated to purchases of Lipitor or generic Lipitor; or (3) arising out of or in any way relating to the alleged horizontal price-fixing agreements between Pfizer and other manufacturers of generic pharmaceutical products that are alleged in *In re Generic Pharmaceuticals Pricing Antitrust Litig.*, MDL No. 2724, 16-MD-2724 (E.D. Pa.).

15. Lead Class Counsel have moved for the award of attorneys' fees, reimbursement of expenses and service awards for the Class Representatives. Lead Class Counsel request an

award of attorneys' fees of ___% of the Settlement amount (including the interest accrued thereon), reimbursement of the reasonable costs and expenses incurred in the prosecution of this action in the amount of \$ _____, and service awards of \$100,000 to each Class Representative, and such motion has been on the docket and otherwise publicly available since _____.

16. Upon consideration of the motion for attorneys' fees, costs and expenses, the Court hereby awards attorneys' fees of \$ _____ (representing ___% of the Settlement Fund), and costs and expenses totaling \$ _____, together with a proportionate share of the interest thereon from the date the funds are deposited in the Settlement Escrow Account until payment of such attorneys' fees, costs and expenses, at the rate earned by the Settlement Fund, to be paid solely from the Settlement Fund. The attorneys' fees, costs and expenses authorized and approved by this Final Judgment and Order shall be paid within ten (10) business days after this Final Approval Order is entered or as soon thereafter as is practical and in accordance with the terms of the Settlement Agreement and the Escrow Agreement.

17. Upon consideration of Lead Class Counsel's petition for service awards for Class Representatives, Drogueria Betances, LLC, Professional Drug Company, Inc., Rochester Drug Co-Operative, Inc., Stephen L. LaFrance Holdings, Inc., and Value Drug Company are each hereby awarded \$100,000, to be paid solely from the Settlement Fund as soon as possible after the Settlement becomes final in accordance with Paragraph 6 of the Settlement Agreement.

18. The Releasees shall have no responsibility for, and no liability whatsoever with respect to any payment or disbursement of attorneys' fees, expenses, costs or service awards among Lead Class Counsel or other counsel and/or Class Representatives, nor with respect to any allocation of attorneys' fees, expenses, costs or service awards to any other person or entity who

may assert any claim thereto. The attorneys' fees, costs and expenses, and service awards authorized and approved by this Final Judgment and Order shall constitute full and final satisfaction of any and all claims that Plaintiffs and any Class member, and their respective counsel, may have or assert for reimbursement of fees, costs, and expenses, and service awards, and Plaintiffs and members of the Class, and their respective counsel, shall not seek or demand payment of any fees and/or costs and/or expenses and/or service awards from Pfizer other than from the Settlement Fund.

19. The Court retains exclusive jurisdiction over the Settlement and the Settlement Agreement as described therein, including the administration and consummation of the Settlement, and over this Final Judgment and Order.

20. The Court finds that this Final Judgment and Order adjudicates all of the claims, rights and liabilities of the parties to the Settlement Agreement (including the members of the Class) and is final and shall be immediately appealable pursuant to Fed. R. Civ. P. 54(b). Neither this Order nor the Settlement Agreement nor any other Settlement-related document shall constitute any evidence, admission, or concession by Pfizer or any other Releasee, in this or any other matter or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body, or any other body or authority, present or future, nor shall either the Settlement Agreement, this Order, or any other Settlement-related document be offered in evidence or used for any other purpose in this or any other matter or proceeding except as may be necessary to consummate or enforce the Settlement Agreement, the terms of this Order, or if offered by any Releasee in responding to any action purporting to assert Released Claims, or if offered by any Releasor in asserting that a claim is not a Released Claim, including because such

claim is covered by Paragraphs 13(c) and 14 of the Settlement Agreement (“Reservation of Claims” and “Additional Reservation of Claims”).

SO ORDERED this ____ day of _____, 2024

The Honorable Peter G. Sheridan
United States District Judge