

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

**IN RE THALOMID AND REVLIMID
ANTITRUST LITIGATION**

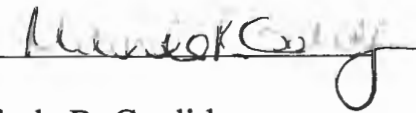
Civ. No. 14-6997 (MCA) (MAH)

**PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

PLEASE TAKE NOTICE that at the Fairness Hearing set by the Court on September 30, 2020, the undersigned counsel for Plaintiffs and the proposed Settlement Class, pursuant to Fed. R. Civ. P. 23(e), will move before the Hon. Madeline Cox Arleo, U.S.D.J., at the Martin Luther King, Jr. Federal Building and Courthouse, 50 Walnut Street, Newark, New Jersey, for a Final Judgment and Order of Dismissal: (a) granting final approval of the Settlement of this action as set forth in the parties' March 30, 2020 Settlement Agreement (ECF No. 312-3); and (b) certifying the Settlement Class. The undersigned intends to rely on the Memorandum of Law filed contemporaneously herewith, as well as the materials cited therein. A form of proposed Order is also included herewith.

The undersigned hereby request oral argument.

Dated: August 7, 2020

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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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I. INTRODUCTION

Following nearly six years of contentious litigation, Plaintiffs¹ have reached a settlement with Defendant Celgene, on behalf of a class of third party payors and consumers that paid for some or all of Celgene's Thalomid or Revlimid products, for \$34 million. The settlement is an outstanding result for the remaining members of the proposed Settlement Class.²

As the Court is aware, last year, following extensive arm's-length negotiations, including a mediation conducted by the nationally recognized mediator Jed D. Melnick, Plaintiffs had reached a settlement with Defendant Celgene Corporation ("Celgene") which the Court preliminarily approved. ECF

¹ Plaintiffs are International Union of Bricklayers and Allied Craft Workers Local 1 Health Fund, the City of Providence, International Union of Operating Engineers Local 39 Health and Welfare Trust Fund, The Detectives' Endowment Association, New England Carpenters Health Benefits Fund, and David Mitchell (collectively, the "Named Plaintiffs").

² The proposed Settlement Class is defined as: All persons or entities who purchased and/or paid for some or all of the purchase price of Thalomid or Revlimid in any form, before the preliminary approval date (May 20, 2020), in California, the District of Columbia, Florida, Kansas, Maine, Massachusetts, Michigan, Nebraska, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or Tennessee, for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, but excluding the following: (a) Celgene and its officers, directors, management, employees, subsidiaries, or affiliates; (b) All federal or state governmental entities, except cities, towns, or municipalities with self-funded prescription drugs plans; (c) All persons or entities who only purchased Revlimid or Thalomid for purposes of resale directly from Celgene or its affiliates; (d) The entities on Attachment A to the Settlement Agreement; (e) Fully insured health plans; (f) Stop-loss insurers; and (g) The judges in this case and any members of their immediate families.

No. 290. The Court-approved administrator disseminated the Court-approved notice to the settlement class. ECF No. 292. No class member objected to the settlement. However, a number of class members chose to opt out of the settlement, which resulted in Celgene exercising its right to terminate the settlement agreement on December 23, 2019. *See* ECF No. 300.

Within days, the parties began to reassess the status of the litigation and a potential new settlement class definition, resuming good faith negotiations. Following several months of analysis and negotiation, the parties reached an agreement (the “Settlement”),³ under which Celgene paid \$34 million in exchange for a release from a smaller Settlement Class. The new Settlement Class definition expressly excludes a list of entities that opted out of the first proposed settlement.⁴

Final approval of the Settlement is warranted as fair, reasonable, and adequate because, *inter alia*: (1) the cash value of the Settlement is substantial, particularly in light of the enormous risks and challenges involved in this case; (2) the Settlement is supported by the Class Representatives; and (3) no class members have opted out or objected to the settlement as of the date of this filing.

³ The Settlement Agreement between Plaintiffs and Celgene was attached as Exhibit 1 to the Declaration of Melinda R. Coolidge in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Settlement (*see* ECF No. 312-3). All definitions in the Settlement Agreement are incorporated herein by reference.

⁴ The list of these entities is included as Attachment A to the Settlement Agreement. ECF No. 312-3.

The Settlement will provide immediate, meaningful, and certain benefits to Class members. Specifically, Class members who submit a Claim Form⁵ will receive a share of the Net Settlement Fund⁶ under a straightforward, efficient, fair, and Court-approved Plan of Distribution.⁷ Celgene has no right of reversion; Class members will therefore receive the full benefit of the Net Settlement Fund.

On May 20, 2020, the Court entered an Order granting Preliminary Approval of Class Settlement, ECF No. 316, and an Order granting Plaintiffs' Unopposed Motion to Distribute Notice to the Settlement Class, Appoint Notice and Claims Administrator, and for Approval of the Plan of Allocation. ECF No. 314. In these Orders, the Court, *inter alia*, preliminarily approved the Settlement as fair, reasonable, and adequate, approved the form and manner of notice to be provided to the Class, approved the Plan of Allocation, appointed the named Plaintiffs as Class Representatives on behalf of the Settlement Class, appointed Co-Lead Counsel as Settlement Class Counsel, and appointed KCC, LLC ("KCC") as Notice and Claims Administrator. The Court specifically determined that, *inter*

⁵ The Court approved the Notice Program and the proposed Claim Forms. *See* ECF Nos. 313-2 at 19 (Supplemental Third Party Payor Claim Form); 313-2 at 24 (Third Party Payor Claim Form); 313-2 at 39 (Consumer Supplemental Claim Form); 313-2 at 42 (Consumer Claim Form); 314 (Order approving same).

⁶ "Net Settlement Fund" refers to the \$34 million Settlement Fund after reduction for attorneys' fees, reimbursed expenses, service awards, administration costs, and any applicable taxes.

⁷ The Court approved the Plan of Allocation. *See* ECF No. 314.

alia, the thorough notice distribution program comported with due process and Rule 23 of the Federal Rules of Civil Procedure.

Pursuant to these Orders, Co-Lead Counsel and KCC directed timely distribution of notice in the form and manner approved by the Court. *See generally* Aug. 7, 2020 Declaration of Carla Peak in Support of Settlement Notice Plan (“Aug. 2020 Peak Decl.”). Class members have until September 15, 2020 to opt out of or object to the Settlement or Co-Lead Counsel’s application for attorneys’ fees, expenses, and service awards. ECF No. 314.

Although that deadline has yet to pass, as of the date of this filing, no class members have objected to or opted out of the Settlement.⁸ Each of the Class Representatives supports the Settlement without reservation.⁹ The absence of any objections or opt-outs from a class “is a rare phenomenon,” particularly where, as here, there are sophisticated class members. *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 305 (3d Cir. 2005); *In re Cendant Corp. Litig.*, 264 F.3d 201, 235 (3d Cir. 2001) (“[t]he vast disparity between the number of potential class members who received notice of the Settlement and the number of objectors creates a strong

⁸ To the extent any objections are filed in the future, they will be addressed in Plaintiffs’ reply memorandum due September 23, 2020.

⁹ *See* Declaration of Melinda R. Coolidge, August 7, 2020, at ¶ 8, (“Aug. 2020 Coolidge Decl.”), attached to Plaintiffs’ Motion for an Award of Attorneys’ Fees, Reimbursement of Expenses, and Payment of Service Awards to the Class Representatives (“Fee Application”), filed contemporaneously herewith.

presumption that this factor weighs in favor of the Settlement”); *Dartell v. Tibet Pharm., Inc.*, No. 14-cv-3620, 2017 WL 2815073, at *5 (D.N.J. June 29, 2017) (“the lack of objectors weighs in favor of approving the settlement”).

As discussed *infra*, under the factors that courts must consider in determining whether to approve a settlement under Rule 23(e)(2), as well as the nine *Girsh* factors and relevant *Prudential* factors that Third Circuit courts consider when granting final approval, the Settlement is fair, reasonable, and adequate, and should be approved. *See Girsh v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975); *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 323 (3d Cir. 1998). In particular, the Settlement is appropriate in light of the complexity, expense, and likely duration of the litigation, the stage of the proceedings, and the costs and risks involved in the litigation.

For these reasons, and as further detailed *infra*, Plaintiffs respectfully submit that the Court should grant final approval of the Settlement and bring this hard-fought and long-running litigation to a close.

II. BACKGROUND & PROCEDURAL HISTORY

A. Claims and Allegations

In 2014, the first of Plaintiffs’ lawsuits against Celgene was filed, alleging that Celgene engaged in a multi-faceted scheme to maintain a monopoly and unlawfully interfere with potential competitors’ efforts to enter the market with

generic versions of Celgene's brand cancer treatment drugs Thalomid and Revlimid, in violation of section 16 of the Clayton Act, section 2 of the Sherman Act, and various antitrust, unfair and deceptive trade practices, and unjust enrichment claims under the laws of several states. *See* ECF No. 1. On August 1, 2017, Plaintiffs filed their operative Consolidated Amended Complaint (ECF No. 143). Plaintiffs brought the action on behalf of themselves and a proposed class of end payors of Thalomid and Revlimid.

Plaintiffs alleged that Celgene successfully monopolized the market for Thalomid and Revlimid, despite at least eleven different generic drug manufacturers attempting to enter the market. Plaintiffs alleged that Celgene's anticompetitive scheme included: (1) listing in the Orange Book and suing to enforce invalid patents; (2) refusing to sell samples of Thalomid and Revlimid necessary to develop generics; (3) encouraging the FDA to reject other manufacturers' applications to market and sell generic Thalomid or Revlimid based on sham safety concerns; and (4) entering into anticompetitive settlement agreements with generic drug manufacturers.

Plaintiffs alleged that Celgene's misconduct delayed generic equivalents of Thalomid and Revlimid from coming to market for years. Plaintiffs contended that, absent Celgene's anticompetitive conduct, generic versions of Thalomid and Revlimid would have been available during the class period. Plaintiffs alleged that

these delays caused class members to pay more for Thalomid and Revlimid than they would have in a competitive market.

B. Motions to Dismiss, Appointment of Interim Co-Lead Counsel, and Celgene's Answers

On February 3, 2015 and April 20, 2015, Celgene moved to dismiss the lawsuit pursuant to Fed. R. Civ. P. 12(b)(6). ECF Nos. 20, 35. On October 29, 2015, Judge Hayden denied Celgene's motions to dismiss in their entirety. ECF Nos. 67, 68. On April 4, 2016, the Court appointed Hausfeld LLP, Block & Leviton LLP, and Hach Rose Schirripa & Cheverie LLP as Interim Co-Lead Counsel. ECF No. 92. Celgene answered Plaintiffs' complaints on January 11, 2016. ECF Nos. 81, 82.

C. Related Litigation

As discussed *supra*, Celgene has either sued or been sued by many of the generic drug manufacturers that sought to bring generic versions of Thalomid and/or Revlimid to market.¹⁰ As part of formal discovery in this action, the parties stipulated that Celgene and the other parties in the related lawsuits would make

¹⁰ See, e.g., *Celgene Corp. v. Dr. Reddy's Labs., Inc.*, No. 16-cv-07704 (D.N.J. Oct. 20, 2016); *Celgene Corp. v. Lannett Holdings, Inc.*, No. 15-cv-00697 (D.N.J. Jan. 30, 2015); *Celgene Corp. v. Natco Pharm., Ltd.*, No. 10-cv-05197 (D.N.J. Oct. 8, 2010); *Celgene Corp. v. Barr Labs., Inc.*, No. 07-cv-00286 (D.N.J. Jan. 18, 2007); *Celgene Corp. v. Lannett Holdings, Inc.*, No. 15-cv-00697 (D.N.J. Jan. 30, 2015); *Mylan Pharm., Inc. v. Celgene Corp.*, No. 14-cv-02094 (D.N.J. Apr. 3, 2014); *Celgene Corp. v. Barr Labs., Inc.*, No. 08-cv-03357 (D.N.J. July 3, 2008); *Celgene Corp. v. Barr Labs., Inc.*, No. 07-cv-04050 (D.N.J. Aug. 23, 2007).

their extensive discovery records available to Plaintiffs, including document productions, deposition transcripts, expert reports, and confidential court filings, in light of the substantial overlap of relevant facts and issues. Plaintiffs' counsel reviewed and analyzed tens of thousands of documents, dozens of deposition transcripts, and numerous expert reports from those lawsuits. Plaintiffs thus gained a detailed understanding of the strengths and weaknesses of their case.

D. Discovery

Discovery in this litigation was time-intensive, expensive, and hotly contested. It spanned several years, involved double-digit fact and expert depositions (including depositions of 19 different experts, some of whom were deposed multiple times), review of millions of documents, and detailed back-and-forth communications concerning Celgene's privilege logs, among other issues. *See* ECF No. 293-2 ("Nov. 2019 Coolidge Decl.") at ¶ 11.

Plaintiffs first served written discovery requests on Celgene on February 2, 2016. Plaintiffs ultimately served four sets of interrogatories and two sets of requests for production on Celgene. On May 11, 2016, Celgene served its first set of written discovery requests on Plaintiffs. Celgene ultimately served three sets of interrogatories on Plaintiffs, as well as requests for production. Beginning in autumn 2016 and continuing through spring 2018, Plaintiffs served dozens of third party subpoenas, including on specialty pharmacies and some of the manufacturers

attempting to bring generic versions of Thalomid and/or Revlimid to market.

Plaintiffs also took fact depositions and sent multiple Freedom of Information Act requests, including to the FDA. Document discovery resulted in the production of millions of pages of documents, including documents and deposition transcripts from related patent infringement and antitrust litigation. Celgene also deposed each Plaintiff, necessitating preparation and defense at those depositions.

In June 2018, Plaintiffs served seven affirmative merits expert reports (not including additional expert reports Plaintiffs submitted in support of their class certification motions). In August 2018, Celgene submitted ten responsive expert reports. In October and November 2018, Plaintiffs served seven rebuttal expert reports. All told, the parties exchanged reports by 19 experts on class and/or merits issues, all of whom were deposed at least once, while certain experts sat for multiple depositions.

E. Class Certification Motions

On October 2, 2017, Plaintiffs filed a motion for class certification, which was supported by multiple expert reports. ECF No. 149. Celgene deposed Plaintiffs' class certification experts and put forth its own expert on issues pertaining to class certification. On February 26, 2018, Celgene filed its opposition to Plaintiffs' initial class certification motion. ECF Nos. 182, 184. In addition, Celgene moved for judgment on the pleadings, arguing that the Court should

dismiss all of Plaintiffs' claims that were not explicitly represented in Plaintiffs' (then-ongoing) initial class certification motion. ECF No. 183. On April 2, 2018, Plaintiffs opposed Celgene's motion for judgment on the pleadings. ECF No. 197. On May 18, 2018, Plaintiffs filed a reply brief in further support of their initial class certification motion. ECF Nos. 210, 211.

On October 30, 2018, the Court denied Plaintiffs' motion without prejudice, allowing Plaintiffs to renew their motion with additional support. ECF Nos. 250, 251. On December 14, 2018, Plaintiffs filed a renewed motion for class certification, supported by an additional expert report. ECF No. 264. On January 25, 2019, Celgene opposed Plaintiffs' renewed motion and submitted another expert report in opposition. ECF Nos. 269, 270. Plaintiffs filed their reply brief in further support of their renewed class certification motion on February 15, 2019. ECF Nos. 274, 275. The experts proffered by Plaintiffs and Celgene concerning Plaintiffs' renewed motion were again deposed.

Plaintiffs' renewed motion was fully briefed at the time the parties entered into the Settlement Agreement, awaiting oral argument or a decision by the Court.

F. Mediation and Prior Proposed Settlement

During the pendency of Plaintiffs' Renewed Class Certification Motion, Plaintiffs and Celgene agreed to engage in mediation before a nationally recognized mediator of complex class actions and other complex litigation, Jed D.

Melnick, a member of JAMS ADR. An April 2019 in-person mediation, attended by Celgene's in-house counsel, ended without agreement. However, through several weeks of follow-up negotiations and discussions involving Mr. Melnick, the parties reached a settlement-in-principle on May 24, 2019. These final negotiations included input from the parties, concessions from both sides, and careful consideration of each side's strengths and weaknesses. With full knowledge of the potential risks of this litigation, a completed fact and expert discovery record, including review of millions of pages of documents, double-digit depositions, voluminous expert opinions and testimony, and the current legal landscape, the parties' negotiations culminated in the first Settlement Agreement executed on July 16, 2019.

On August 1, 2019, the Court entered the Order Granting Preliminary Approval of Class Settlement. ECF No. 290. On August 22, 2019, the Court entered the Order Granting Plaintiffs' Unopposed Motion to Distribute Notice to the Settlement Class, Appoint Notice and Claims Administrator, and for Approval of the Plan of Allocation. ECF No. 292. In these Orders, the Court, *inter alia*, preliminarily approved the first settlement as fair, reasonable, and adequate, approved the form and manner of notice to be provided to the Class, approved the Plan of Allocation, and appointed KCC as Notice and Claims Administrator. The Court specifically determined that the thorough notice distribution program

comported with due process and Rule 23 of the Federal Rules of Civil Procedure.

Pursuant to these Orders, Co-Lead Counsel and KCC directed timely distribution of notice in the form and manner approved by the Court. Class members had until December 2, 2019 to opt out of the first proposed settlement or to object to Co-Lead Counsel's application for attorneys' fees, expenses, and service awards. ECF No. 292.

No class members objected to the first proposed settlement. However, a number of class members chose to opt out of the first settlement, which resulted in Defendant Celgene exercising its right to terminate the settlement on December 23, 2019 pursuant to a provision in the settlement. ECF No. 300.

G. The New Proposed Settlement

The proposed Settlement resolves all claims against Celgene for its conduct alleged to have delayed the entry of generic versions of Thalomid and Revlimid from coming to market. The terms of the Settlement are outlined below.

1. The Settlement Class

The proposed Settlement Class is defined as:

All persons or entities who purchased and/or paid for some or all of the purchase price of Thalomid or Revlimid in any form, before the preliminary approval date (May 20, 2020), in California, the District of Columbia, Florida, Kansas, Maine, Massachusetts, Michigan, Nebraska, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or Tennessee, for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, but excluding the following:

- a. Celgene and its officers, directors, management, employees, subsidiaries, or affiliates;
- b. All federal or state governmental entities, except cities, towns, or municipalities with self-funded prescription drugs plans;
- c. All persons or entities who only purchased Revlimid or Thalomid for purposes of resale directly from Celgene or its affiliates;
- d. The entities on Attachment A to the Settlement Agreement;
- e. Fully insured health plans;
- f. Stop-loss insurers; and
- g. The judges in this case and any members of their immediate families.

2. Terms of the Settlement

Celgene paid \$34,000,000 into an escrow account held at Huntington National Bank. *See* ECF No. 312-3 at ¶ 27. In exchange, Plaintiffs and members of the Settlement Class agreed to release Celgene from all claims concerning the purchase, reimbursement for and/or payment for Thalomid or Revlimid, including, *inter alia*, claims arising out of the alleged delay of generic competition thereto, but not including product liability, breach of warranty, breach of contract, or tort of any kind (other than a breach of contract, breach of warranty or tort based on any factual predicate in this Action), a claim arising out of violation of the Uniform

Commercial Code, or personal or bodily injury. ECF No. 312-3, at ¶ 23.

In contrast to the first settlement, Celgene does not have the right to rescind the agreement even if members of the Settlement Class choose to exclude themselves from the Settlement. The parties may only rescind the agreement if it is not approved and effectuated by the courts. *Id.* at ¶ 34. Nor is Celgene entitled to any reduction of the Settlement Amount based on opt outs.

H. The Court Preliminarily Approved the Settlement, Approved the Notice and Allocation Plans, and Appointed a Notice and Claims Administrator

On May 20, 2020, the Court preliminarily approved the Settlement (ECF No. 316). On May 20, 2020, the Court approved Plaintiffs' Plan for Distribution of Notice, Plan of Allocation, and appointed KCC as Notice and Claims Administrator (ECF No. 314).

Specifically, the Court ordered a notice plan consisting of: (a) direct email notice to the third party payor portion of the Settlement Class using KCC's proprietary database of approximately 1,000 third party payors; (b) direct mailing to all third party payor entities contained in KCC's proprietary database (approximately 47,000 contacts); (c) direct mailing to all third party payor and consumer class members that submitted a claim to participate in the first settlement, including a supplemental claim form listing the previously claimed amount and notifying those class members that KCC will automatically consider

the amount previously claimed for distribution unless the claimant corrects or supplements the total; (d) for third party payors, publication of the Summary Notice in two e-newsletters; (e) for third party payors, publication of advertisements on two trade websites/digital e-newsletters; (f) for consumers, publication of Summary Notice in *People* magazine; (g) for consumers, strategic, targeted placement of 192.9 million internet impressions over various websites using multiple ad networks and on Facebook over a period of 60 days; and (h) establishing a website¹¹ and toll-free telephone number. *See* ECF Nos. 313-1, 314.

I. KCC Timely Disseminated the Court-Approved Notices to Class Members and Otherwise Implemented the Court’s Order

After the Court approved the Notice Plan, and at Co-Lead Counsel’s direction, KCC implemented the notice plan ordered by the Court. *See generally* Aug. 2020 Peak Decl. KCC used a combination of individual mailed notice and paid notice placements in industry-related trade media to reach the third party payor (“TPP”) portion of the Settlement Class, and a combination of notice placements in a well-read consumer publication and digital notices placed on a variety of websites to reach the consumer portion of the Settlement Class. *Id.* at ¶¶ 9–22. Specifically, KCC:

- On July 2, 2020, mailed the Long Form Notice and Claim Form to 47,489 TPP entities contained in KCC’s proprietary database, and mailed the Long Form Notice and Supplemental Claim Form to 7,196

¹¹ <http://www.thalomidrevlimidlitigation.com/>.

consumer and 1,056 TPP claimants who filed a Claim Form before the previous settlement was rescinded;

- Emailed a summary of the litigation and Settlement to approximately 334 TPP entities contained in KCC's proprietary database for which KCC possessed an email address.
- Posted digital notices targeted to TPP Class members on *ThinkAdvisor.com/Life-Health* and *SHRM.org* for approximately one month, from June 8, 2020 to July 7, 2020;
- Published digital notices in the *ThinkAdvisor Life/Health Daily* e-newsletter (from June 8, 2020 to June 12, 2020) and the Society for Human Resource Management's *HR Daily* e-newsletter (on June 18, 2020 and June 22, 2020);
- Published the Summary Notice targeted to Consumer Class members in the June 29, 2020 (on sale June 19, 2020) issue of *People* magazine; and
- Delivered over 193 million internet impressions and distributed targeted digital notices to Consumer Class members on various websites from May 30, 2020 to July 29, 2020.

See Aug. 2020 Peak Decl. at ¶¶ 9-22. KCC's notice efforts have effectively reached virtually the entire TPP portion of the Settlement Class, and approximately 80% of the likely Consumer portion of the Settlement Class. *Id.* at ¶ 30.

In addition, KCC created a website and toll-free phone number for the Settlement. *Id.* at ¶¶ 23-26. As of August 6, 2020, the website had received 192,804 hits and 2,030 Claim Form submissions. *Id.* at ¶ 24. As of August 6, 2020, the toll-free number had received a total of 128 calls. *Id.* at ¶ 26. In total, as of August 6, 2020, KCC has received a total of 2,040 claims (of which 77 were

submitted by TPPs and 1,963 by Consumers) and has not received any objections or requests for exclusion. *Id.* at ¶¶ 27–29.

J. The Court-Approved Plan of Allocation

In its May 20, 2020 Order (ECF No. 314), the Court approved Plaintiffs’ plan of allocation. Specifically, the Net Settlement Fund will be divided into four pools of funds based on Plaintiffs’ expert’s calculations as to the allocation of damages. Based on these calculations, 5.5% of the Net Settlement Fund will go to Thalomid purchasers (with 15.5% to consumers and 84.5% to TPPs) and 94.5% of the Net Settlement Fund will go to Revlimid purchasers (13.5% to consumers and 86.5% to TPPs). *See* Leitzinger Declaration, ECF No. 313-3, at ¶ 3. Eligible claimants will be paid out of each allocation pool for which they are eligible. For consumers, the allocation will be determined based on the amount each consumer claimant spent on the drug as a percentage of the total amount spent by all consumer claimants.¹² For TPPs, the allocation will be determined based on the amount each such claimant spent as a percentage of the total amount spent by all TPP claimants.¹³

¹² Consumers will be able to estimate the amount of money they spent on Thalomid or Revlimid (whether copays, coinsurance, or other out-of-pocket costs).

¹³ For TPPs, this will be assessed by reference to transaction data.

III. ARGUMENT

A. The Court Should Approve the Settlement, Which Is Fair, Reasonable, Adequate, and in the Best Interest of the Class

Under Fed. R. Civ. P. 23(e), a settlement must be “fair, reasonable, and adequate” to be approved. There is an “overriding public interest in settling class action litigation.” *In re Pet Food Prods Liab. Litig.*, 629 F.3d 333, 351 (3d Cir. 2010) (internal citation and quotations omitted). The Third Circuit applies a “strong presumption in favor of voluntary settlement agreements,” which is “especially strong in class actions and other complex cases . . . because they promote the [] resolution of disputes and lighten the increasing load of litigation faced by the [] courts.” *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 311 (3d Cir. 2011) (quoting *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 594–95 (3d Cir. 2010)).

As noted above, the Court has already preliminarily approved the Settlement, finding that “the Settlement Agreement was entered into as a result of arm’s-length negotiations by experienced counsel, with the assistance of an experienced mediator, and is sufficiently within the range of reasonableness that notice of the Settlement Agreement should be given to members of the proposed Settlement Class.” ECF No. 316 at ¶ 2.

The parties reached the Settlement with full knowledge of a completed discovery record, including merits expert reports, replies, and rebuttals, and two rounds of class certification briefing. Based on the Court’s findings, the absence of

any objections, and the affirmative support of the Class Representatives, the Court may presume the Settlement to be fair. *See Sullivan*, 667 F.3d at 320 n.54 (noting that the “initial presumption of fairness may apply when reviewing a proposed settlement where: (1) the settlement negotiations occurred at arm’s length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected”) (internal citation and quotations omitted); *see also In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 640 (E.D. Pa. 2003) (“A presumption of correctness is said to attach to a class settlement reached in arms-length negotiations between experienced, capable counsel after meaningful discovery.”) (citation omitted).

This presumption of fairness is confirmed by the analysis that courts must apply in evaluating class settlements. Under Rule 23(e)(2), courts must consider the following factors in determining whether a settlement is fair, reasonable, and adequate: whether (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorneys’ fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Courts in the Third Circuit have traditionally considered the nine *Girsh* factors, many of which overlap with the factors described above:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Pet Food, 629 F.3d at 350 (quoting *Girsh*, 521 F.2d at 157); *Sullivan*, 667 F.3d at 319–20; *Nichols v. Smithkline Beecham Corp.*, No. 00-cv-6222, 2005 WL 950616, at *12 (E.D. Pa. Apr. 22, 2005) (citing *Cendant*, 264 F.3d at 231). While the Court “must make findings as to each” factor, *Pet Food*, 629 F.3d at 350, no one factor is dispositive. *Hall v. Best Buy Co.*, 274 F.R.D. 154, 169 (E.D. Pa. 2011).

Courts should also consider another set of factors, known as the *Prudential* factors, insofar as they apply:

- the maturity of the underlying substantive issues, as measured by experience in adjudicating individual actions, the development of scientific knowledge, the extent of discovery on the merits, and other factors that bear on the ability to assess the probable outcome of a trial on the merits of liability and individual damages;
- the existence and probable outcome of claims by other

classes and subclasses;

- the comparison between the results achieved by the settlement for individual class or subclass members and the results achieved—or likely to be achieved—for other claimants;
- whether class or subclass members are accorded the right to opt out of the settlement;
- whether any provisions for attorneys’ fees are reasonable; and
- whether the procedure for processing individual claims under the settlement is fair and reasonable.

Pet Food, 629 F.3d at 350 (citing *In re Prudential*, 148 F.3d at 323); *see also Sullivan*, 667 F.3d at 320.

While the Court is required to consider the Rule 23(e) and *Girsh* factors and, where applicable, the *Prudential* factors, “[e]xperienced class counsel’s approval is entitled to considerable weight and favors finding that the settlement is fair.”

Dewey v. Volkswagen of Am., 909 F. Supp. 2d 373, 386 (D.N.J. 2012). Counsel should not be held to “an impossible standard, as a settlement is virtually always a compromise, a yielding of the highest hopes in exchange for certainty and resolution.” *In re Ikon Office Sols., Inc., Sec. Litig.*, 194 F.R.D. 166, 179 (E.D. Pa. 2000) (internal citations and quotations omitted). Ultimately, the “decision of whether to approve a proposed settlement is left to the sound discretion of the district court.” *Dartell*, 2017 WL 2815073, at *4 (internal quotations omitted).

Here, Rule 23(e)(2), the *Girsh* factors, the relevant *Prudential* factors, and

the judgment of Co-Lead Counsel all favor final approval.

1. The Factors Laid Out in Rule 23(e)(2) Support Final Approval of the Settlement

The first factor of Rule 23(e)(2)(A) – whether the class representatives and class counsel have adequately represented the class – supports final approval of the settlement. Co-lead Counsel are experienced class action litigators familiar with the legal and factual issues involved, and they have competently prosecuted this complex case. A detailed history of their efforts is provided in the Fee Application and the Nov. 2019 Coolidge Declaration. The Class Representatives in this case were themselves incentivized to seek the maximum recovery possible, and their claims are based on the same alleged anticompetitive conduct as the claims of every other member of the Settlement Class. Their efforts to prosecute this case (including involvement in discovery and providing testimony at depositions) is detailed in the Fee Application and the Nov. 2019 Coolidge Declaration.

Moreover, in granting preliminary approval of the Settlement, the Court found that “Plaintiffs and Interim Co-Lead Counsel will fairly and adequately represent the Settlement Class,” and that “Plaintiffs’ interests are aligned with the interests of all other members of the Settlement Class.” ECF No. 316 at ¶ 4.

The second factor – whether the settlement was negotiated at arm’s length – further supports final approval. In granting preliminary approval of the Settlement, the Court has already found that “the Settlement Agreement was entered into as a

result of arm's-length negotiation by experienced counsel, with the assistance of an experienced mediator” ECF No. 316 at ¶ 2.

Third, Rule 23(e)(2)(c) requires that the Court evaluate whether the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorneys’ fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3).

While the satisfaction of these requirements is discussed more completely under the *Girsh* factors, *infra*, Plaintiffs respectfully submit that: (i) the Settlement would bring an end to this nearly six-year-old litigation, and would avoid litigating several additional years’ worth of class certification, summary judgment, *Daubert* and discovery motions, a jury trial, and post-trial appeals (*see* § III.A.2.a, *infra*); (ii) this Court has already approved the plan of allocation (*see* ECF No. 314 at ¶ 7), Co-Lead Counsel have hired an experienced claims administrator (*id.* at ¶ 6) that has set up a method to review submitted claims and to address deficiencies and duplication and is using court-approved claims forms that are clear, informative, and easy to understand (*id.* at ¶ 8); (iii) the settlement agreement itself does not set aside any particular amount for attorneys’ fees, but the award of attorneys’ fees proposed falls well within the range deemed acceptable by Third Circuit courts,

and indeed, would result in a negative multiplier to Plaintiffs' Counsel's lodestar (*see* § III.A.3.c, *infra*; Fee Application at 31); and (iv) there are no agreements, other than the Settlement Agreement, to be disclosed under Rule 23(e)(3).

The final factor specified under Rule 23(e)(2) is consideration as to whether the settlement treats class members equitably in relation to each other. The Settlement does not distinguish between different types of Class members. Any person or entity that falls within the class definition (and not within one of the exclusions) may file a claim, exclude itself, or object, and all Class members who do not exclude themselves will be releasing the same claims. Plaintiffs' proposed plan of allocation, previously approved by the Court for the purpose of issuing notice to the class, also treats class members equitably relative to each other. *See* ECF No. 314 at ¶ 7. The plan of allocation is based on Plaintiffs' expert's calculations as to the allocation of damages, and would allocate 5.5% of the Net Settlement Fund to Thalomid purchasers (with 15.5% to consumers and 84.5% to TPPs) and 94.5% of the Net Settlement Fund will go to Revlimid purchasers (13.5% to consumers and 86.5% to TPPs), with individual class members within those groups receiving a pro rata share based on the amount they spent on Thalomid or Revlimid. *See* ECF No. 313-1 at 14; ECF No. 313-3, at ¶ 3.

2. The *Girsh* Factors Weigh Strongly and Uniformly in Favor of Final Approval

a. The Complexity, Expense, and Likely Duration of the Litigation

The first *Girsh* factor “captures the probable costs, in both time and money, of continued litigation.” *Cendant*, 264 F.3d at 233 (internal citations and quotations omitted). Courts must weigh the proposed settlement “against the enormous time and expense of achieving a potentially more favorable result through further litigation.” *In re Remeron Direct Purchaser Antitrust Litig.*, No. 03-cv-0085, 2005 WL 3008808, at *4 (D.N.J. Nov. 9, 2005). Cases that require large expenditures of time, money, and other resources from the parties and the court are “good candidates” for settlement. *Deitz v. Budget Renovations & Roofing, Inc.*, No. 12-cv-718, 2013 WL 2338496, at *5 (M.D. Pa. May 29, 2013). Thus, “[s]ettlement is favored under this factor if litigation is expected to be complex, expensive and time consuming.” *Castro v. Sanofi Pasteur Inc.*, No. 11-cv-7178, 2017 WL 4776626, at *3 (D.N.J. Oct. 23, 2017) (internal quotations omitted). Courts within the Third Circuit recognize that an antitrust class action is “arguably the most complex action to prosecute” as “the legal and factual issues involved are always numerous and uncertain in outcome.” *Nichols*, 2005 WL 950616, at *12 (internal citations and quotations omitted). Accordingly, “[t]he settlement of [a] complex antitrust action is clearly favored.” *Remeron*, 2005 WL 3008808, at *4.

This lawsuit has been ongoing for approximately six years. As detailed *supra*, the parties have engaged in extensive fact and expert discovery, briefed motions to dismiss, briefed two rounds of class certification motions, participated in a mediation, and engaged in months of follow-up settlement negotiations (after the first settlement was rescinded). Should the Settlement not be effectuated, the parties would face several more years of complex and expensive litigation. Following class certification, summary judgment motions and *Daubert* motions would be briefed. Then the parties would begin preparing for trial, involving mock trials, pretrial briefing, and the marshalling of a massive evidentiary record. After a jury trial, there would likely be one or more appeals. These prospects – of additional, lengthy litigation, trial, and appeals – weigh in favor of approval of the Settlement. *See, e.g., In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 249, 269 (E.D. Pa. 2012) (settlement favored when “considerable expenditures of financial resources and hours of attorney time relating to discovery for liability and damages” would be required for trial); *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 536 (3d Cir. 2004) (settlement favored when significant time and expense would be incurred leading up to class action trial seeking nationwide recovery for consumer and third party payors); *Nichols*, 2005 WL 950616, at *12 (complex nature of issues involved in antitrust litigation, combined with the lengthy duration of the case, strongly supports settlement).

b. The Reaction of the Class to the Settlement

The second *Girsh* factor also favors final approval. This factor “attempts to gauge whether members of the class support the settlement.” *In re Prudential*, 148 F.3d at 318. Indeed, acceptance of a settlement on the part of the class is “convincing evidence of the [s]ettlement’s fairness and adequacy.” *Remeron*, 2005 WL 3008808, at *6. As such, courts look at the “number and vociferousness of the objectors. . . . [and] generally assume[] that silence constitutes tacit consent to the agreement.” *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 812 (3d Cir. 1995) (quotation omitted).

All Class Representatives, each of whom monitored this case closely and reviewed the terms of the Settlement, support final approval of the Settlement.¹⁴ Furthermore, no Class members have objected or opted out.¹⁵

The absence of any objections or requests for exclusion from a class “is a rare phenomenon,” particularly where there are sophisticated class members, like the large insurer class members here. *Rite Aid*, 396 F.3d at 305 (quotation omitted); *Cendant*, 264 F.3d at 235 (“[t]he vast disparity between the number of potential class members who received notice of the Settlement and the number of objectors

¹⁴ See Aug. 2020 Coolidge Decl. at ¶ 8.

¹⁵ As noted *supra*, the objection and exclusion deadline is September 15, 2020. To the extent any objections or exclusions are filed, they will be addressed in Plaintiffs’ reply memorandum due September 23, 2020.

creates a strong presumption that this factor weighs in favor of the Settlement”); *Dartell*, 2017 WL 2815073, at *5 (same). Indeed, some courts have suggested that the lack of objectors essentially mandates a finding that the settlement is fair and reasonable. *See, e.g., In re Linerboard Antitrust Litig.*, 296 F. Supp. 2d 568, 578 (E.D. Pa. 2003) (“[T]his unanimous approval of the proposed settlement[] by the class members is entitled to nearly dispositive weight in this court’s evaluation of the proposed settlement”) (quotation omitted).

c. The Stage of the Proceedings and the Amount of Discovery Completed

The third *Girsh* factor also weighs in favor of final approval. Courts use the procedural stage of a case at the time of settlement as a “lens” through which to assess whether counsel had “adequate appreciation of the merits of the case before negotiating” the settlement. *Warfarin*, 391 F.3d at 537 (quoting *Cendant*, 264 F.3d at 235). “[C]ourts generally recognize that a proposed class action settlement is presumptively valid where . . . the parties engaged in arm’s length negotiations after meaningful discovery.” *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 144–45 (E.D. Pa. 2000); *see also In re Linerboard Antitrust Litig.*, 321 F. Supp. 2d 619, 630 (E.D. Pa. 2004). Post-discovery settlements “are more likely to reflect the true value of the claim.” *Boone v. City of Phila.*, 668 F. Supp. 2d 693, 712 (E.D. Pa. 2009) (citing *Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1314 (3d Cir. 1993)).

Here, the parties reached the Settlement after the close of all fact and expert

discovery. The extensive discovery in this action is discussed at pp. 8–10, *supra*. The parties settled after two rounds of class certification briefing (and related discovery), and after the Court’s decision on Plaintiffs’ initial class certification motion. ECF Nos. 250, 251. Moreover, the Settlement followed the negotiation and briefing of the first proposed settlement and subsequent negotiations and analysis after Celgene exercised its right to rescind the first proposed settlement.

In other words, when they agreed to the Settlement, Plaintiffs and Co-Lead Counsel “were able to gain an appreciation of the merits of the case as well as the legal theories and risks.” *Pet Food*, 629 F.3d at 351; *see also Sheinberg v. Sorensen*, No. 00-cv-6041, 2016 WL 3381242, at *7 (D.N.J. June 14, 2016) (recognizing the role of “meaningful discovery” in evaluating and arriving at a proper settlement amount, and quoting *In re Electrical Carbon Products Antitrust Litigation*, 447 F. Supp. 2d 389, 400 (D.N.J. 2006)). The third *Girsh* factor therefore also weighs heavily in favor of final approval.

d. The Risks of Establishing Liability and Damages

The fourth and fifth *Girsh* factors also favor a finding that the Settlement is fair, reasonable, and adequate. The fourth factor “examine[s] what the potential rewards (or downside) of litigation might have been had class counsel elected to litigate the claims rather than settle them.” *Gen. Motors*, 55 F.3d at 814. The fifth factor, like the fourth, “attempts to measure the expected value of litigating the

action rather than settling it at the current time.” *Cendant*, 264 F.3d at 238–39 (quoting *Gen. Motors*, 55 F.3d at 816).

In assessing these factors, however, the “court should not conduct a mini-trial and must, to a certain extent, give credence to the estimation of the probability of success proffered by class counsel.” *Yedlowski v. Roka Biosci., Inc.*, No. 14-cv-8020, 2016 WL 6661336, at *14 (D.N.J. Nov. 10, 2016) (quoting *In re Lucent Techs., Inc. Sec. Litig.*, 307 F. Supp. 2d 633, 644–45 (D.N.J. 2004)). Moreover, “[i]n complex cases, the risks surrounding a trial on the merits are always considerable.” *Id.* (quoting *Weiss v. Mercedes-Benz of N. Am.*, 899 F. Supp. 1297, 1301 (D.N.J. 1995)).

As with even the strongest case, Plaintiffs face the risk that they may lose at class certification, summary judgment, and ultimately, trial. Celgene will assert defenses that will turn on questions of proof, much of which would be the subject of complicated expert testimony, particularly with regard to damages. *See, e.g., In re Elec. Carbon Prods.*, 447 F. Supp. 2d at 401 (noting risks in proving antitrust damages at trial, which depends on “a battle of experts addressing the measurement of . . . overcharges, which can become an esoteric exercise with unpredictable results”); *Sutton v. Med. Serv. Ass’n of Pa.*, No. 92-cv-4787, 1994 WL 246166, at *7 (E.D. Pa. June 8, 1994) (granting final approval, noting that “even assuming that plaintiffs ultimately would have prevailed on liability, they

faced the risk that they could not establish damages”).

In addition, Plaintiffs would have had to navigate *Daubert* motions and other motions concerning their experts. Any one or a combination of negative rulings could have substantially weakened or even defeated Plaintiffs’ entire case, whether at summary judgment, trial, or post-trial appeals. “Here, as in every case, Plaintiffs face the general risk that they may lose at trial, since no one can predict the way in which a jury will resolve disputed issues.” *Lazy Oil Co. v. Witco Corp.*, 95 F. Supp. 2d 290, 337 (W.D. Pa. 1997). Courts within the Third Circuit have granted final approval to antitrust class action settlements “[a]s in any antitrust case, [there are] substantial risks of non-recovery, even after preliminary victories were achieved.” *In re Elec. Carbon Prods.*, 447 F. Supp. 2d at 400.

The Settlement therefore provides Class members with certain and immediate benefits instead of the continued significant risk of receiving nothing if continued litigation were unsuccessful.

e. The Risks of Maintaining the Class Action Through Trial

The sixth *Girsh* factor also favors the Settlement. There is no certified class; the Court denied Plaintiffs’ initial motion for class certification. ECF Nos. 250, 251. Although Plaintiffs remain confident that certification would have been granted for the proposed Classes in their renewed motion for class certification, success is never guaranteed. *See, e.g., In re Ins. Brokerage Antitrust Litig.*, 297

F.R.D. 136, 146 (D.N.J. 2013) (finding this factor weighs in favor of settlement where defendants would “undoubtedly” oppose class certification if contentious litigation resumed, necessarily creating uncertainty as to whether the class would be certified). Even if Plaintiffs’ renewed class certification motion were successful, Celgene may have sought and obtained a Rule 23(f) appeal, and decertification and/or modification risks always remain. *See Prudential*, 148 F.3d at 321 (noting that “a district court may decertify or modify a class at any time during the litigation if it proves to be unmanageable”). Because of this ever-present risk, courts generally find the sixth *Girsh* factor to favor final settlement approval. *See, e.g., Dartell*, 2017 WL 2815073, at *10 (finding sixth *Girsh* factor favored settlement where class had been certified but was and remained subject to subsequent challenge); *see also Processed Egg Prods.*, 284 F.R.D. at 273 (“The Court of Appeals for the Third Circuit has recognized: ‘There will always be a “risk” or possibility of decertification, and consequently the court can always claim this factor weighs in favor of settlement.’”) (quoting *Prudential*, 148 F.3d at 321.)

f. The Ability of the Defendant to Withstand a Greater Judgment

The seventh *Girsh* factor considers the ability of the defendant to “withstand a judgment for an amount significantly greater than the settlement.” *Dartell*, 2017 WL 2815073, at *7 (quoting *Cendant*, 264 F.3d at 240). Although Celgene has sufficient assets to withstand a higher judgment, the fact that a defendant can pay

more does not make an otherwise reasonable settlement unreasonable. *See Henderson v. Volvo Cars of N. Am., LLC*, No. 09-cv-4146, 2013 WL 1192479, at *11 (D.N.J. Mar. 22, 2013) (“Plaintiffs acknowledge that ‘there is currently no indication that Volvo here would be unable to withstand a more significant judgment,’ but ‘to withhold approval of a settlement of this size because it could withstand a greater judgment would make little sense where the [settlement] is within the range of reasonableness and provides substantial benefits to the Class.’”) (citing cases where settlement was approved despite defendants’ ability to withstand a greater judgment); *In re Johnson & Johnson Derivative Litig.*, 900 F. Supp. 2d 467, 484 (D.N.J. 2012) (“But even assuming there are sufficient funds to pay a greater judgment, the Third Circuit has found that a defendant’s ability to pay a larger settlement sum is not particularly damaging to the settlement agreement’s fairness as long as the other factors favor settlement”) (internal quotations and citations omitted); *see also Halley v. Honeywell Int’l, Inc.*, No. 10-cv-3345, 2016 WL 1682943, at *14 (D.N.J. Apr. 26, 2016) (“[e]ven if [defendant] could afford a greater amount than the Settlement would require, that doesn’t support rejecting an otherwise reasonable settlement . . . this factor is not relevant”) (internal quotation omitted); *Warfarin*, 391 F.3d at 538 (the “fact that [defendant] could afford to pay more does not mean that it is obligated to pay any more than what the consumer and TPP class members are entitled to under the

theories of liability that existed at the time the settlement was reached”).

This factor is most relevant in cases where the amount of the settlement is less than what might ordinarily be agreed upon by the plaintiffs because the defendant’s financial circumstances cannot accommodate a higher payment. *Reibstein v. Rite Aid Corp.*, 761 F. Supp. 2d 241, 254 (E.D. Pa. 2011). Such circumstances do not exist here. Accordingly, this factor is “largely irrelevant for the purpose of resolving the instant motion.” *Id.*

g. The Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery and All the Attendant Risks of Litigation

In combination, the final two *Girsh* factors “test two sides of the same coin: reasonableness in light of the best possible recovery and reasonableness in light of the risks the parties would face if the case went to trial.” *Warfarin*, 391 F.3d at 538 (citing *Prudential*, 148 F.3d at 322). Assessment of a settlement, however, need not be tied to an exact formula. *See Prudential*, 148 F.3d at 322. The Third Circuit has cautioned against demands that a settlement approach the maximum possible recovery, noting that a settlement is, after all, a compromise. *Id.* at 316–17. “In conducting this evaluation, it is recognized that settlement represents a compromise in which the highest hopes for recovery are yielded in exchange for certainty and resolution and [courts should] guard against demanding to[o] large a settlement based on the court’s view of the merits of the litigation.” *Castro*, 2017

WL 4776626, at *6 (citing *Johnson & Johnson*, 900 F. Supp. 2d at 484–85).

Accordingly, a settlement may still be within a reasonable range, even though it represents only a fraction of the potential recovery. *Cullen*, 197 F.R.D. at 144; *Linerboard*, 321 F. Supp. 2d at 632; *see also Fisher Bros. v. Phelps Dodge Indus., Inc.*, 604 F. Supp. 446, 451 (E.D. Pa. 1985) (“The court must review a settlement to determine whether it falls within a ‘range of reasonableness,’ not whether it is the most favorable possible result of litigation.”).¹⁶

Here, the Settlement Amount of \$34 million represents an excellent recovery for the Settlement Class. In fact, it is possible that the claimants who participate in the Settlement will receive more than they would have under the prior settlement, due to the exclusion of a number of the largest end payors (that would have received among the largest payments from the prior settlement).

Although Plaintiffs’ expert opined that the potential recovery could be higher than \$34 million (assuming Plaintiffs prevailed at trial), that is virtually always true in settled cases. Celgene’s merits damages expert, by contrast, proffered damages measurements that returned much lower results. When weighed against the time, expense, and potential risk of further litigation, including an

¹⁶ Of note, “[t]he standard for evaluating settlement involves a comparison of . . . single damages, not treble damages.” *In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 257–58 (D. Del. 2002) (internal citation omitted); *Sullivan*, 667 F.3d at 324 (“we know of no authority that requires a district court to assess the fairness of a settlement in light of the potential for trebled damages”) (emphasis omitted).

adverse ruling at summary judgment, *Daubert* motions, or at trial, the Settlement is an exceptional result that provides certain recovery for the Class.

3. The Relevant *Prudential* Factors Likewise Favor Final Approval

a. Factors that Bear on the Maturity of the Underlying Substantive Issues

As discussed *supra*, the parties settled after the completion of discovery, after two rounds of class certification briefing, and after hard-fought settlement negotiations. That the underlying substantive issues were well-developed further supports final settlement approval. *See Chakejian v. Equifax Info. Servs., LLC*, 275 F.R.D. 201, 215 (E.D. Pa. 2011) (finding that where the underlying substantive issues were “mature in light of the experience of the attorneys, extent of discovery, posture of the case, and mediation efforts undertaken,” this factor supported approval of the settlement); *In re Fasteners Antitrust Litig.*, No. 08-md-1912, 2014 WL 285076, at *11 (E.D. Pa. Jan. 24, 2014) (“A substantial amount of information has been provided to Settlement Class Counsel such that counsel are capable of making an informed decision about the merits of the case if it were to proceed to trial, and about the fairness of the settlement terms.”).

b. Whether Class or Subclass Members Are Accorded the Right to Opt Out of the Settlement

Members of the Class have until September 15, 2020 to opt out of the Class. To date, none have requested exclusion. This also strongly favors final approval.

See In re Fasteners, 2014 WL 285076, at *11 (finding it “significant” that, despite being given the opportunity to opt out, only one class member did so).

c. Whether Any Provisions for Attorneys’ Fees Are Reasonable

The Settlement provides that Co-Lead Counsel may submit a motion seeking attorneys’ fees, and that any fee award will be paid from the Settlement Fund. Settlement Agreement at ¶ 28. The Settlement does not specify a fixed percentage for attorneys’ fees. Rather, Co-Lead Counsel are separately submitting a motion for approval of a fee award following Third Circuit precedent; the reasonableness of Plaintiffs’ fee request is described therein. *See* Fee Application. Thus, the Court may grant final approval of the Settlement, and separately rule on Plaintiffs’ fee request. This factor supports final approval of the Settlement.

d. Whether the Procedure for Processing Individual Claims Under the Settlement Is Fair and Reasonable

Routine, standardized claims processing practices and procedures are being used in this case. The Court approved the notices and claims forms (ECF No. 292), and pursuant to the Court’s Order, notice dissemination began on May 30, 2020. The notices advised Class members that they have until September 15, 2020 to opt out or object. They further advised that: (1) the Court has set a final fairness hearing for September 30, 2020; (2) how Class members can submit a claim, including by visiting the settlement-specific website to view and prepare a claim

form; (3) the claims deadline is October 15, 2020; and (4) all previously submitted claim forms related to the prior settlement will automatically be considered for distribution. Courts generally accept such routine claims administration processes as fair and reasonable. *See, e.g., P. Van Hove BVBA v. Univ. Travel Grp., Inc.*, No. 11-cv-2164, 2017 WL 2734714, at *9 (D.N.J. June 26, 2017).

B. Adequate Notice Was Provided to the Class Consistent with the Court's Order

The due process requirements of the Fifth Amendment and the Federal Rules of Civil Procedure require that adequate notice of a proposed settlement be given to Class members. *Nichols*, 2005 WL 950616, at *9; Fed. R. Civ. P. 23(e). “The Rule 23(e) notice is designed to summarize the litigation and the settlement and to apprise class members of the right and opportunity to inspect the complete settlement documents, papers, and pleadings filed in the litigation.” *Prudential*, 148 F.3d at 327 (internal quotations omitted). The Fifth Amendment’s due process requirements are satisfied by a “combination of reasonable notice, the opportunity to be heard and the opportunity to withdraw from the class.” *Id.* at 306.

Here, the Court ordered a notice plan that employed direct notice (where possible) and publication notice, along with a website and toll-free telephone number through which Class members could obtain more information. ECF No. 314. The Court approved this plan, *see id.*, and KCC, at Co-Lead Counsel’s direction, implemented the Court-approved notice plan, thereby satisfying due

process and Rule 23(e). *See Chakejian*, 275 F.R.D. at 221; *see also In re Processed Egg Prods. Antitrust Litig.*, 302 F.R.D. 339, 354 (E.D. Pa. 2014).

The content of the Court-approved notices was sufficiently clear, detailed, and instructive to satisfy due process. Among other things, the notices informed Class members of the claims involved in this case, the terms of the Settlement, the definition of the Class and Class Period, the deadline for the requests for attorneys' fees, reimbursement of costs, and service awards,¹⁷ the date and location of the final fairness hearing, the opportunity to speak at the hearing, the opportunity to object, the role of Co-Lead Counsel, and how to obtain additional information. *See Prudential*, 148 F.3d at 328; *Nichols*, 2005 WL 950616, at *9.

C. The Notice Requirements of the Class Action Fairness Act Have Been Satisfied

The Class Action Fairness Act, 28 U.S.C. §1715, *et seq.* ("CAFA") required Celgene to notify appropriate regulators of the proposed Settlement ("CAFA Notice"). Here, Celgene provided the CAFA Notice to the appropriate officials on

¹⁷ The requested amounts of attorneys' fees, costs, and service awards are consistent with the amounts stated in the notices. *Compare* Fee Application, (requesting one-third of the \$34 million Settlement as fees, \$3,613,490.78 as reimbursement for litigation expenses, and \$10,000 in service awards for each Class Representative) *with* Third Party Payor Notice (ECF No. 313-2 at 15 Q.20) ("Class Counsel will ask the Court for attorneys' fees of up to 33 and one-third percent of the \$34 million Settlement Fund, and reimbursement of their expenses (up to \$4 million)," plus "costs associated with administering the settlement and service awards to the Class Representatives (\$10,000 each, if approved)"); and Consumer Notice (ECF No. 313-2 at 37 Q.20) (same).

April 10, 2020. *See* May 18, 2020 Declaration of Ritesh Patel In Connection with Implementation of CAFA Notice (filed herewith). The 90-day period has therefore run, and the Court may approve the Settlement. 28 U.S.C. §1715(d).

D. The Court Should Certify the Settlement Class

When it preliminarily approved the Settlement, the Court found “that the prerequisites for a class action have been met and it will likely be able to certify [the Settlement Class] for settlement purposes only after the Fairness Hearing.” ECF No. 316 at ¶¶ 3–4. As Subdivision (f) to the Committee Notes on Rules – 2018 Amendment to Fed. R. Civ. P. directs, the Court’s decision at preliminary approval “determin[es] that the prospect of eventual class certification justifies giving notice,” but the Court cannot actually certify the Settlement Class until this final approval stage. For the reasons set forth in Plaintiffs’ Unopposed Motion for Preliminary Approval of Proposed Settlement (*see* ECF No. 312), and consistent with the Court’s preliminary approval order (ECF No. 314), Plaintiffs respectfully request that the Court certify the Settlement Class.

IV. CONCLUSION

For the reasons discussed herein and in other supporting documents, Plaintiffs respectfully request that the Court enter the [Proposed] Order Granting Final Approval of Class Action Settlement and certifying the Settlement Class pursuant to Fed. R. Civ. P. 23(e).

Respectfully submitted,

Dated: August 7, 2020

By: /s/ Melinda R. Coolidge

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Additional Plaintiffs' Counsel

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

**IN RE THALOMID AND REVLIMID
ANTITRUST LITIGATION**

Civ. No. 14-6997 (MCA) (MAH)

DECLARATION OF CARLA PEAK IN SUPPORT OF SETTLEMENT NOTICE PLAN

I, Carla Peak, declare and state as follows:

1. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct. I am Vice President of Legal Notification Services at KCC, LLC (“KCC”). KCC is an experienced national class action notice provider and class administrator with experience in administering class action settlements. KCC’s services include pre-settlement consulting, settlement fund escrow, disbursement and tax reporting, class member data management, legal notification, call center support, and claims administration.

2. KCC was chosen by Co-Lead Counsel and approved by the Court to design and implement the settlement notice program (the “Notice Plan”) and notice documents to inform Settlement Class Members about their rights and options under the class action settlement. Details about the Notice Plan, along with KCC’s experience, were included with my prior declaration, Declaration of Carla Peak in Support of Settlement Notice Plan (ECF 313-2).

3. With the support of KCC’s claims administration and media teams, each element of the Court-approved Notice Plan has been implemented.

4. The reach of the Notice Plan is consistent with other effective, court-approved notice programs. Additionally, the Federal Judicial Center’s (“FJC”) Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide (the “FJC Checklist”) considers 70-95% reach among class members reasonable.

5. The Notice Plan used a combination of individual mailed notice and paid notice placements in industry-related trade media to reach the third-party payor (“TPP”) portion of the

Settlement Class, as well as a combination of notice placements in a well-read consumer publication and digital notices placed on a variety of websites to reach the consumer portion of the Settlement Class. The Notice Plan reached virtually all TPP Settlement Class members and approximately 80% of likely consumer Settlement Class members.

6. The Notice Plan fairly and adequately covered the Settlement Class without excluding any demographic group or geographic area.

7. The Notice Plan was consistent with other court-approved class notice programs that KCC has designed and implemented for purposes of class-action settlements.

8. After the Court granted Plaintiffs' Unopposed Motion to Distribute Notice to the Settlement Class, Appoint Notice and Claims Administrator, and For Approval of the Plan of Allocation on May 20, 2020 (ECF No. 314), KCC began implementing the Notice Plan. This declaration provides relevant details and "proofs of performance" of the notice activities undertaken.

NOTICE PLAN IMPLEMENTATION

TPP Mailing

9. On July 2, 2020, KCC caused the Long Form Notice and Claim Form to be mailed via United States Postal Service ("USPS") First Class Mail to 47,489 TPP entities contained in KCC's proprietary database. We also caused the Long Form Notice and Supplemental Claim Form to be mailed via USPS First Class Mail to 1,056 TPP claimants who filed a Claim Form before the previous settlement was rescinded.

10. Prior to mailing, the addresses were checked against the National Change of Address ("NCOA") database maintained by the USPS; certified via the Coding Accuracy Support System ("CASS"); and verified through Delivery Point Validation ("DPV").

11. Notices returned by the USPS as undeliverable were re-mailed to any address available through postal service information. Any returned mailing that did not contain an expired forwarding order with a new address indicated was researched through standard skip tracing and re-mailed if a new address was obtained. As of July 31, 2020, these efforts resulted in

46 re-mailings to updated addresses.

12. On August 5, 2020, KCC caused an Email Notice containing a summary of the litigation and settlement to be sent to 363¹ TPP entities contained in KCC's proprietary database for which KCC possessed an email address.

13. Attached as **Exhibit 1** is a copy of the Email Notice, Long Form Notice, Claim Form and Supplemental Claim Form as distributed to the TPP entities.

TPP Paid Media

14. To further extend coverage among the TPP portion of the Settlement Class, digital Notice appeared on *ThinkAdvisor.com/Life-Health* and *SHRM.org*, and in the *ThinkAdvisor Life/Health Daily* e-newsletter and the Society for Human Resource Management's *HR Daily* e-newsletter.

15. Digital notices appeared on *ThinkAdvisor.com/Life-Health* and *SHRM.org* from June 8, 2020 through July 7, 2020. Three 300x250 pixel banners and an "About Us" ad placement appeared in the *ThinkAdvisor Life/Health Daily* e-newsletter from June 8, 2020 through June 12, 2020. Additionally, a 580x110 pixel banner appeared in the *HR Daily* e-newsletter on June 18, 2020 and June 22, 2020. All digital notices included an embedded link to the settlement website.

16. Copies of the digital notices as they appeared in the media describe above are attached as **Exhibit 2**.

Consumer Notice

17. Unlike for the previous settlement, KCC had knowledge of the identity of approximately 7,196² consumers who claimed to be members of the prior settlement class. As a

¹ In the Declaration of Carla Peak in Support of Settlement Notice Plan, KCC estimated the number of TPP emails addresses to be 664, however this database is continuously being updated and modified. At the time of distribution, there were 363 email addresses for TPPs.

² In the Declaration of Carla Peak in Support of Settlement Notice Plan, KCC estimated the number of consumer claims to be 8,815, however this figure did not de-duplicate claims. This final number of consumer claims did not become available until May.

result, KCC mailed a multi-page Long Form Notice and Supplemental Claim Form via United States Postal Service (USPS) to all individuals who filed a Claim Form to participate in the previous settlement. The Supplemental Claim Form included the dollar amount of purchases that the Settlement Class member previously claimed and allowed the claimant to correct that total and to provide the total dollar amount spent on purchases of Thalomid or Revlimid after August 1, 2019 but before May 20, 2020 (the Settlement Class period). The Supplemental Claim Form also provided online credentials to allow the Settlement Class member to confirm, update and/or supplement their claim online. Prior to mailing, the addresses were checked against the NCOA database maintained by the USPS; certified via CASS; and verified through DPV.

18. To reach any additional members of the consumer portion of the Settlement Class, a Summary Notice appeared once in the nationwide edition of *People* magazine. The Summary Notice was published on page 30 of the June 29, 2020 issue (on sale June 19, 2020).

19. A copy of the Summary Notice as it appeared in *People* is attached as **Exhibit 3**.

20. In addition to the print publication, 192.9 million internet impressions were purchased and distributed over various websites and the social media platform Facebook. The impressions were targeted to adults 45 years of age or older (Adults 45+), appeared on both desktop and mobile devices—including smartphones and tablets—in display and native ad formats, and included an embedded link to the settlement website.

21. A total of 193,677,132 impressions were delivered from May 30, 2020 through July 29, 2020. There was no extra charge associated with the additional 777,132 impressions beyond the 192.9 million impressions that were purchased.

22. Screenshots of the digital notices, as they appeared, are attached as **Exhibit 4**.

Response Mechanisms

23. On July 2, 2020, the informational settlement website www.ThalomidRevlimidLitigation.com was updated. At this website, Settlement Class members may obtain additional information and documents such as the Settlement Agreement; Plaintiffs' Unopposed Motion for Preliminary Approval of Proposed Settlement; Plaintiffs' Unopposed

Motion to Distribute Notice to the Settlement Class, Appoint Notice and Claims Administrator, and for Approval of the Plan of Allocation; Corrected Order Granting Preliminary Approval of Class Settlement; Order Granting Plaintiffs' Unopposed Motion to Distribute Notice to the Settlement Class, Appoint Notice and Claims Administrator, and for Approval of the Plan of Allocation; Consumer Notice; Third Party Payor Notice; a list of the national drug codes associated with the Settlement; Proposed Plan of Allocation; a list of Excluded Entities; answers to frequently asked questions; and contact information for the claims administrator. In addition, both consumer and third party payor Settlement Class members may file a Claim Form or Supplemental Claim Form online. The website address was provided in all printed notice materials and accessible through an embedded link in the digital notices.

24. As of August 6, 2020, the settlement website has received 192,804 hits and 2,030 Claim Form submissions.

25. On May 30, 2020, the toll-free number was updated. Calling the toll-free number allows Settlement Class members to learn more about the Settlement in the form of frequently asked questions and answers and to request to have more information and a claim form mailed directly to them. The toll-free number was included in all printed notice documents.

26. As of August 6, 2020, the toll-free number has received a total of 128 calls, and we have not received any requests to have a Consumer or Third-Party Payor Notice and Claim form mailed to them.

Response

27. The deadline for Settlement Class members to submit a Claim Form is October 15, 2020. Between May 20 and August 6, 2020, KCC received approximately 2,040 claims filed through both postal mail and the case website, of which 77 were submitted by TPPs and 1,963 were submitted by Consumers. (This is in addition to the 8,252 claims received in 2019.) Of the 1,963 Consumer claims received since May 20, 2020, 438 were Supplemental Claim Forms and 1,525 were new submissions. Of the 77 TPP claims, 106 were Supplemental Claim Forms and 67

were new submissions. KCC will continue to process any claims timely filed through the deadline to submit a Claim Form.

28. The deadline for Settlement Class members to request to be excluded from the settlement is September 15, 2020. As of August 6, 2020, KCC has not received any exclusion requests.

29. The deadline for Settlement Class members to object to the settlement is September 15, 2020. As of August 6, 2020, KCC has not received any objections.

CONCLUSION

30. As described above, the Notice Plan effectively reached virtually the entire TPP portion of the End-Payor Class via the direct notice efforts and TPP media efforts, and approximately 80% of the likely consumer portion of the End-Payor Class on average 2.5 times each via the measurable consumer media efforts alone.

31. In my experience, this consumer reach percentage is consistent with other effective court-approved notice programs. In addition, it meets the 70-95% reach standard set forth in the Federal Judicial Center's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*.

32. In my opinion, distributing the Notice to the TPP and consumer End-Payor Class Members via this Notice Plan provided the best notice practicable under the circumstances of this case, satisfied due process, including its "desire to actually inform" requirement, conformed to all aspects of Federal Rule of Civil Procedure 23, and comported with the guidance for effective notice articulated in the *Manual for Complex Litigation, Fourth*.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 7th day of August, 2020, at Sellersville, Pennsylvania.

A handwritten signature in black ink, reading "Carla Peak". The signature is written in a cursive style with a large, stylized "C" and "P".

Carla Peak

Exhibit 1

LEGAL NOTICE

**Entities that paid for the prescription drug
Thalomid or Revlimid may be affected by, and could get
a payment from, a new \$34 million class action settlement.**

A new (March 2020) settlement has been reached with Celgene Corporation (“Celgene”) in a class action lawsuit about whether it acted unlawfully to keep generic versions of Thalomid and Revlimid off the market. Celgene denies all of the claims in the lawsuit. The Plaintiffs and Celgene have agreed to the settlement to avoid the cost and risk of a trial.

Who’s Included? The settlement includes people and entities who paid for some or all of the purchase price of Thalomid or Revlimid in any form before May 20, 2020, in California, the District of Columbia, Florida, Kansas, Maine, Massachusetts, Michigan, Nebraska, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or Tennessee, for personal or family use or for their families, or their members, employees, insureds, participants, or beneficiaries (“Settlement Class Members”). A list of entities excluded from the Settlement Class can be found at www.ThalomidRevlimidLitigation.com.

There are two groups included in the settlement: consumers and third-party payors (“TPPs”).

What Does the Settlement Provide? A \$34 million Settlement Fund has been established by Celgene. After deducting Court-approved attorneys’ fees and expenses, and the costs of settlement notice and administration, portions of the net Settlement Fund will be made available to consumer Settlement Class Members, and portions of the net Settlement Fund will be made available to TPP Settlement Class Members. These amounts will be based on Plaintiffs’ expert’s damages calculations.

Payments will be based on the total amount of money spent on qualifying Thalomid and Revlimid prescriptions and the total number of claims filed. TPPs will receive their share of the TPP portion of the net Settlement Fund in proportion to their total dollars spent.

How Do You Get a Payment? If you submitted a claim to participate in the 2019 class action settlement with Celgene, you do not need to, but you can, submit a Supplemental Claim Form for additional purchases made from August 1, 2019 through May 20, 2020. Otherwise you must submit a Claim Form postmarked or filed electronically by **October 15, 2020**. Claims may be submitted online or downloaded for mailing at www.ThalomidRevlimidLitigation.com. Claim Forms and instructions are also available by calling 1-866-446-1551 or by writing to *In re Thalomid and Revlimid Antitrust Litigation* Settlement Administrator, P.O. Box 43508, Providence, RI 02940-3508.

Your Other Options. If your entity is included in the settlement and it does nothing, its rights will be affected and it will not get a payment (unless it previously submitted a Claim Form). If you do not want your entity to be legally bound by the settlement, you must exclude it from the settlement postmarked by **September 15, 2020**. Unless you exclude your entity, it will not be able to sue or continue to sue Celgene for any claim made in this lawsuit or released by the Settlement Agreement. If your entity stays in the settlement, it may object to the settlement or ask for permission for an authorized representative or its lawyer to appear and speak at the hearing—at your entity’s cost—but it does not have to. Objections and requests to appear are due by **September 15, 2020**. More information about these options is in the detailed Notice available at www.ThalomidRevlimidLitigation.com.

1-866-446-1551 www.ThalomidRevlimidLitigation.com

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**Entities that paid for Thalomid or Revlimid may be affected by,
and could get a payment from, a new class action settlement.***A federal Court authorized this Notice. It is not a solicitation from a lawyer.*

- A new (March 2020) settlement has been reached with Celgene Corporation (“Celgene”) in a class action lawsuit about whether it acted to keep generic versions of Thalomid and Revlimid off the market. This Notice is for:
 - **Third-Party Payors (e.g., insurers, employee welfare benefits plans, and government funded employee welfare benefit plans) that paid for Thalomid or Revlimid.**
- Celgene has agreed to settle the lawsuit for \$34 million.
- You may be included in this settlement if you are a Third-Party Payor that paid for all or some of the purchase price of Thalomid or Revlimid in any form—for your members, employees, insureds, participants, or beneficiaries—in California, the District of Columbia, Florida, Kansas, Maine, Massachusetts, Michigan, Nebraska, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or Tennessee any time before May 20, 2020.
- Your rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: OCTOBER 15, 2020	Unless you or your entity already submitted a claim, this is the only way you will receive any payment from the settlement with Celgene. If you submitted a claim to participate in the 2019 class action settlement with Celgene, you do not need to, but you can, submit a supplemental claim for additional purchases made from August 1, 2019 through May 20, 2020. You will also give up the right to sue Celgene in a separate lawsuit about the claims this settlement resolves.
ASK TO BE EXCLUDED DEADLINE: SEPTEMBER 15, 2020	If you decide to exclude your entity, you will keep the right to sue Celgene in a separate lawsuit about the claims this settlement resolves, but you give up the right to get a payment from this settlement. This is the only option that allows your entity to sue, continue to sue, or be part of another lawsuit against Celgene related to the legal claims released by this settlement.
OBJECT TO THE SETTLEMENT DEADLINE: SEPTEMBER 15, 2020	If you do not exclude your entity from the settlement, you may object to it by writing to the Court about why you don’t like the settlement.
GO TO A HEARING ON: SEPTEMBER 30, 2020	You may object to the settlement and ask the Court for permission to speak at the Fairness Hearing about your objection.
DO NOTHING	If your entity is a Settlement Class Member (<i>see</i> Questions 5 and 6, below), your entity is automatically part of the settlement. If you do nothing, you will not get a payment from this settlement (unless you previously submitted a Claim Form) and you will give up the right to sue, continue to sue, or be part of another lawsuit against Celgene for any claim made in this lawsuit or released by the Settlement Agreement. If you submitted a claim in 2019, your claim will automatically be evaluated for eligibility to receive a payment if the proposed settlement is approved.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement.

WHAT THIS NOTICE CONTAINS

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1. Why was this Notice issued?
2. What is this lawsuit about?
3. What is a class action?
4. Why is there a settlement?

WHO IS INCLUDED IN THE SETTLEMENT ----- PAGE 3

5. How do I know whether my entity is part of the settlement?
6. Are there exceptions to being included?
7. What if I am still not sure whether my entity is part of the settlement?

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY ----- PAGE 4

8. What does the settlement provide?
9. How much will my entity's payment be?
10. Why is there a new settlement with Celgene about Thalomid and Revlimid?

HOW TO GET A SETTLEMENT PAYMENT—SUBMITTING A CLAIM FORM ----- PAGE 4

11. How does my entity get a payment?
12. When would my entity get its payment?
13. What if my entity's name or address changes after I submit a Claim Form, but before it receives payment?
14. What rights are my entity giving up to get a payment and stay in the Settlement Class?
15. What are the Released Claims?

EXCLUDING YOUR ENTITY FROM THE SETTLEMENT ----- PAGE 5

16. How do I get my entity out of the settlement?
17. If I exclude my entity, will it still get a payment from this settlement?
18. If I do not exclude my entity, can it sue Celgene for the same claims later?

THE LAWYERS REPRESENTING YOU ----- PAGE 6

19. Does my entity have a lawyer in this case?
20. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT ----- PAGE 6

21. How do I tell the Court that my entity does not like the settlement?
22. May I come to Court to speak about my entity's objection?
23. What is the difference between objecting to the settlement and asking to be excluded from it?

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24. When and where will the Court decide whether to approve the settlement?
25. Do I have to come to the hearing?
26. May I speak at the hearing?

IF YOU DO NOTHING ----- PAGE 7

27. What happens if I do nothing at all?

GETTING MORE INFORMATION ----- PAGE 7

28. How do I get more information?

BASIC INFORMATION

1. Why was this Notice issued?

A federal Court authorized this Notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

Judge Madeline Cox Arleo of the United States District Court for the District of New Jersey is overseeing this class action. The case is known as *In re Thalomid and Revlimid Antitrust Litigation*, Case No. 2:14-cv-06997. The individuals and entities that filed this lawsuit are called the “Plaintiffs” and the company they sued, Celgene Corporation (“Celgene”), is called the “Defendant.”

2. What is this lawsuit about?

The lawsuit is about the prescription drugs Thalomid and Revlimid. Plaintiffs claim that Celgene acted to delay the availability of less expensive generic versions of the drugs. The Plaintiffs claim that these actions denied uninsured consumers, insured consumers, and third-party payors (“TPPs”), like insurers that paid for Thalomid and Revlimid, the benefits of competition and caused them to pay higher prices for these drugs than they otherwise would have.

The Defendant denies all of the claims and allegations made in the lawsuit.

3. What is a class action?

In a class action, one or more people or entities called Class Representatives or Plaintiffs sue on behalf of other people or entities with similar claims. The people and entities included in the class action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

The Class Representatives in this lawsuit are International Union of Bricklayers and Allied Craft Workers Local 1 Health Fund, the City of Providence, International Union of Operating Engineers Local 39 Health and Welfare Trust Fund, The Detectives’ Endowment Association, New England Carpenters Health Benefits Fund, and David Mitchell.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant agreed to a settlement. This way, they avoid the cost and burden of a trial and the people and entities allegedly affected can get benefits. The Class Representatives and their attorneys think the settlement is best for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know whether my entity is part of the settlement?

The settlement includes both consumers and TPPs. TPPs are included in the settlement if they paid for some or all of the purchase price of Thalomid or Revlimid (for use by their members, employees, insureds, participants, or beneficiaries) in California, the District of Columbia, Florida, Kansas, Maine, Massachusetts, Michigan, Nebraska, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or Tennessee any time before May 20, 2020, and are not listed as excluded from the settlement in Question 6. Members, employees, insureds, participants, or beneficiaries must have been located in one of these states *or* requested to have the prescription filled while located in one of these states, *or* your billing department must have been located in one of these states, *or* the pharmacy to which payments were made must have been located in one of these states.

Consumers are also included in the settlement if they purchased or paid for some or all of the purchase price of Thalomid or Revlimid (for personal or family use) in California, the District of Columbia, Florida, Kansas, Maine, Massachusetts, Michigan, Nebraska, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or Tennessee any time before May 20, 2020.

Together, the consumers and TPPs described above are called “Settlement Class Members.”

6. Are there exceptions to being included?

Yes. The settlement does not include: (1) Celgene and its officers, directors, management, employees, parents, subsidiaries, or Affiliates; (2) federal or state governmental entities, except cities, towns, or municipalities with self-funded prescription drug plans; (3) persons or entities who only purchased Revlimid or Thalomid for purposes of resale directly from Celgene or its Affiliates; (4) fully insured health plans; (5) stop-loss insurers; (6) the judges in this Action and any members of their immediate families; and (7) the excluded entities listed in the table appearing on pages 8-10 of this Notice.

7. What if I am still not sure whether my entity is part of the settlement?

If you are not sure whether your entity is included, call 1-866-446-1551, go to www.ThalomidRevlimidLitigation.com, or write to one of the lawyers listed in Question 19 below.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**8. What does the settlement provide?**

A \$34 million Settlement Fund has been established by Celgene in this settlement. After deducting Court-approved attorneys' fees and expenses, and the costs of settlement notice and administration, 5.5% of the net Settlement Fund will be made available to Settlement Class Members who purchased Thalomid, of which 15.5% will be allocated to consumer Settlement Class Members and 84.5% will be allocated to TPP Settlement Class Members. The remaining 94.5% of the net Settlement Fund will go to Revlimid purchasers, of which 13.5% will be made available to consumer Settlement Class Members and 86.5% will be made available to TPP Settlement Class Members. This allocation is based on Plaintiffs' expert's damage calculations.

9. How much will my entity's payment be?

Your entity's share of the net Settlement Fund will depend on the total amount of money it spent on qualifying purchases of Thalomid and Revlimid and the total amount of money other TPP Settlement Class Members—that file a valid Claim Form—spent on qualifying purchases of Thalomid and Revlimid. All TPP Settlement Class Members will receive their share of the allotted net Settlement Fund in proportion to their total dollars spent. You are not responsible for calculating the amount your entity may be entitled to receive under the settlement. This calculation will be determined based on the information you provide on your Claim Form and the supporting documentation you submit.

A copy of the Plan of Allocation, which details how payments will be calculated, is available at www.ThalomidRevlimidLitigation.com.

10. Why is there a new settlement with Celgene about Thalomid and Revlimid?

Celgene originally entered into a settlement with a class of Thalomid and Revlimid purchasers in 2019, but it exercised its right to rescind that settlement under the terms of that settlement agreement. That settlement agreement no longer exists; this settlement replaces that one. If your entity submitted a claim to participate in the 2019 settlement, you do not need to submit a new claim to participate in this settlement.

HOW TO GET A SETTLEMENT PAYMENT—SUBMITTING A CLAIM FORM**11. How does my entity get a payment?**

If your entity submitted a claim to participate in the 2019 Thalomid/Revlimid settlement, you do not need to submit a new Claim Form. The Settlement Administrator will use the Claim Form you previously submitted to calculate the amount you are owed. If you wish to correct your claim or if you have made additional purchases of Thalomid or Revlimid since submitting your claim, you may submit a Supplemental Claim Form to include those purchases. If your entity did not previously submit a claim, you must complete and submit a Claim Form by **October 15, 2020**. If you received this Notice in the mail and you previously submitted a claim, please see the enclosed Supplemental Claim Form to verify the records and add any additional purchases made from August 1, 2019 through May 20, 2020. Claims may be submitted online or downloaded for printing and submission via U.S. Mail at www.ThalomidRevlimidLitigation.com. Claim Forms and instructions are also available by calling 1-866-446-1551 or by writing to *In re Thalomid and Revlimid Antitrust Litigation* Settlement Administrator, P.O. Box 43508, Providence, RI 02940-3508.

12. When would my entity get its payment?

The Court will hold a hearing at 2:00 p.m. on September 30, 2020 to decide whether to grant final approval to the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. The net Settlement Fund will be distributed to Settlement Class Members as soon as possible, if and when the Court grants final approval to the settlement.

13. What if my entity's name or address changes after I submit a Claim Form, but before it receives payment?

If your entity's name or address needs to be corrected, you must send a letter to the Settlement Administrator, *In re Thalomid and Revlimid Antitrust Litigation* Settlement Administrator, P.O. Box 43508, Providence, RI 02940-3508.

14. What rights is my entity giving up to get a payment and stay in the Settlement Class?

Unless you exclude your entity, it is staying in the Settlement Class. If the settlement is approved and becomes final, all of the Court's orders will apply to your entity and legally bind it. Your entity won't be able to sue, continue to sue, or be part of any other lawsuit against Celgene and certain related parties for any claim made in this lawsuit or released by the Settlement Agreement, but it will be able to submit a Claim Form to receive a payment from this settlement. The rights your entity is giving up are called Released Claims.

15. What are the Released Claims?

Generally, if and when the Settlement Agreement becomes final, Settlement Class Members will permanently release Celgene—and its predecessors, successors, subsidiaries, parents, affiliates, divisions, and departments (including but not limited to the Bristol-Myers Squibb Company)—and each of their respective officers, directors, employees, agents, attorneys, servants, and representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing (the “Released Parties”) from any and all claims, counterclaims, demands, actions, potential actions, suits, and causes of action, losses, obligations, damages, matters and issues of any kind or nature whatsoever, and liabilities of any nature, including without limitation claims for costs, expenses, penalties, and attorneys’ fees, whether class, individual, or otherwise, that the Settlement Class Members, their predecessors, successors, subsidiaries, parents, affiliates, divisions, and departments, and each of their respective officers, directors, employees, agents, attorneys, servants, and representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, ever had or now has directly, representatively, derivatively or in any other capacity against any of the Released Parties, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, accrued or unaccrued, matured or unmatured, disclosed or undisclosed, apparent or unapparent, liquidated or unliquidated, or claims that have been, could have been, or in the future might be asserted in law or equity, on account of or arising out of or resulting from or in any way related to any conduct regardless of where it occurred at any time prior to the Effective Date (the date on which all of the following have occurred: (1) the Settlement Agreement is approved by the Court; (2) the Court enters a final approval order, entering a final judgment of dismissal with prejudice against Plaintiffs and members of the Settlement Class who have not timely excluded themselves from the Settlement Class; and (3) the time for appeal or to seek permission to appeal from the Court’s approval of the Settlement Agreement and entry of a final judgment has expired or, if appealed, approval of the Settlement Agreement and the final judgment has been affirmed in its entirety by the court of last resort and the appeal is no longer subject to further appeal or review) concerning the purchase, reimbursement for and/or payment for some or all of the purchase price for Thalomid or Revlimid in any form, including without limitation, claims based in whole or in part on the facts, occurrences, transactions, or other matters alleged in the Action, or otherwise the subject of the Action, which arise under any antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, consumer protection, unjust enrichment, civil conspiracy law, or any other law, code, rule, or regulation of any country or jurisdiction worldwide, including under federal or state law, and regardless of the type or amount of damages claimed, from the beginning of time through the Effective Date.

Settlement Class Members will not release any claims for product liability, breach of warranty, breach of contract, or tort of any kind (other than a breach of contract, breach of warranty or tort based on any factual predicate in this action), a claim arising out of violation of Uniform Commercial Code, or personal or bodily injury.

The specific claims your entity will be releasing are described in paragraph 23 of the Settlement Agreement, available at www.ThalomidRevlimidLitigation.com.

EXCLUDING YOUR ENTITY FROM THE SETTLEMENT

If you want your entity to keep the right to sue or continue to sue Celgene for any claim made in this lawsuit or released by the Settlement Agreement, and your entity does not want to receive a payment from this settlement, you must take steps to get out of the settlement. This is called excluding your entity from, or opting out of, the settlement.

16. How do I get my entity out of the settlement?

TPPs that want to be excluded from the Settlement Class must email and mail a written request for exclusion to the Settlement Administrator. Your request for exclusion must include: (1) the entity name and address; (2) the name of the entity representative; (3) the name of this case, *In re Thalomid and Revlimid Antitrust Litigation*, Case No. 2:14-cv-06997; (4) a statement, signed by an authorized representative, that your entity is a Settlement Class Member and you wish for it to be excluded from the Settlement Class; (5) data sufficient to establish your entity’s relevant Thalomid and Revlimid purchases or payments, measured in number of prescriptions, number of pills, and dollars paid by the entity, and aggregated on a monthly basis for each of Thalomid and Revlimid, and each state in which the relevant purchases or payments were made. Exclusion requests must be emailed and mailed to the Settlement Administrator at the postal and email addresses below and postmarked no later than **September 15, 2020**:

In re Thalomid and Revlimid Antitrust Litigation
Settlement Administrator
P.O. Box 43508
Providence, RI 02940-3508
info@thalomidrevlimidlitigation.com

A separate exclusion request must be filed by each TPP electing to be excluded from the Settlement Class. Any TPP included in the Settlement Class that does not submit a valid request for exclusion providing all necessary information will be bound by the terms of the settlement.

17. If I exclude my entity, will it still get a payment from this settlement?

No. If you exclude your entity, you are telling the Court that it does not want to be part of the Settlement Class in this settlement. Your entity can only get a payment if it stays in the Settlement Class and submits a Claim Form.

18. If I do not exclude my entity, can it sue Celgene for the same claims later?

No. Unless you exclude your entity, you are giving up the right to sue Celgene for the claims that this settlement resolves. You must exclude your entity from *this* lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Celgene.

THE LAWYERS REPRESENTING YOU**19. Does my entity have a lawyer in this case?**

Yes. Judge Arleo appointed Hausfeld LLP, Block & Leviton LLP and Hach Rose Schirripa & Cheverie LLP to represent your entity and other Settlement Class Members as “Settlement Class Counsel.” These law firms and their lawyers are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Settlement Class Counsel will ask the Court for attorneys’ fees of up to 33 and one-third percent of the \$34 million Settlement Fund, and reimbursement of their expenses (up to \$4 million). The Court may award less than these amounts. All of these amounts, as well as the costs associated with administering the settlement and service awards to the Class Representatives (\$10,000 each, if approved), will be paid from the Settlement Fund before making payments to Settlement Class Members who submit valid Claim Forms.

The application for an award of attorneys’ fees and reimbursement of costs and expenses will be filed with the Clerk of the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Room 4015, Newark, New Jersey 07101. After it is filed, it will also be available at www.ThalomidRevlimidLitigation.com.

OBJECTING TO THE SETTLEMENT

You can tell the Court if your entity does not agree with the settlement or any part of it.

21. How do I tell the Court that my entity does not like the settlement?

If you are a TPP Settlement Class Member, your entity can object to the settlement if you do not like it or a portion of it (including the request for attorneys’ fees and costs—see Question 20). 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 your entity objects to the settlement of *In re Thalomid and Revlimid Antitrust Litigation*, Case No. 2:14-cv-06997. Your objection must also include: (1) your entity’s name; (2) address; (3) telephone number; (4) signature; (5) a statement indicating that your entity is a member of the TPP Settlement Class and is not listed in the table as excluded; and (6) the reasons why your entity objects to the settlement. Email and mail your objection to info@thalomidrevlimidlitigation.com and all three addresses below postmarked on or before **September 15, 2020**.

Clerk of the Court	Settlement Class Counsel	Defense Counsel
Clerk of the United States District Court for the District of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut Street, Room 4015 Newark, NJ 07101	Melinda R. Coolidge Hausfeld LLP 1700 K Street, NW Suite 650 Washington, DC 20006 mcoolidge@hausfeld.com	John E. Schmidlein Williams & Connolly LLP 725 12th Street, NW Washington, DC 20005 JSchmidlein@wc.com

22. May I come to Court to speak about my entity’s objection?

Yes. You or your entity’s attorney may speak at the Fairness Hearing about your objection. To do so, in addition to the information above, your objection must also include: (1) a statement that it is your “Notice of Intention to Appear in front of Judge Arleo at the Fairness Hearing in *In re Thalomid and Revlimid Antitrust Litigation*, Case No. 2:14-cv-06997”; (2) an outline of your positions and the reasons for them; and (3) copies of any supporting documents or briefs you want the Court to consider. Remember, your objection must be postmarked by **September 15, 2020** and sent to all three addresses in Question 21.

23. What is the difference between objecting to the settlement and asking to be excluded from it?

Objecting is simply telling the Court that your entity doesn’t like something about the settlement. Your entity can object only if it stays in the Settlement Class (do not exclude your entity). Excluding your entity is telling the Court that it does not want to be part of the Settlement Class. If you exclude your entity, it cannot object because the settlement no longer affects it.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

24. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 2:00 p.m. on September 30, 2020 at the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. It will also consider whether to approve: (1) the amount and proposed distribution of the Settlement Fund; (2) Settlement Class Counsel's application for an award of attorneys' fees and disbursement of expenses and costs; and (3) the service awards to be paid to the Class Representatives. If there are objections, the Court will consider them. Judge Arleo will listen to people who have asked to speak at the hearing (*see* Question 22 above). After the hearing, the Court will decide whether to approve the settlement.

25. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions Judge Arleo may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

26. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing (*see* Question 22 above).

IF YOU DO NOTHING

27. What happens if I do nothing at all?

If you are a TPP Settlement Class Member and you do nothing, your entity will give up the rights explained in Question 15, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Celgene for any claim made in this lawsuit or released by the Settlement Agreement. In addition, your entity will not receive a payment (unless you previously submitted a Claim Form) from the net Settlement Fund.

GETTING MORE INFORMATION

28. How do I get more information?

This Notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are or will be available by: (1) writing to one of the law firms listed in Question 19; (2) going to www.ThalomidRevlimidLitigation.com; or (3) writing to the Settlement Administrator, *In re Thalomid and Revlimid Antitrust Litigation* Settlement Administrator, P.O. Box 43508, Providence, RI 02940-3508. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the District of New Jersey or reviewing the Court's online docket.

Excluded Entities**A**

Accountable Care Options, LLC,
 c/o MSP Recovery Claims, Series LLC
 Aetna, Inc.
 Aetna, Inc. Self-Funded Groups
 All Savers Insurance Co.
 All Savers Life Insurance Co. of California
 AmeriChoice of New Jersey, Inc.
 AMERIGROUP Community Care of New Mexico,
 Inc.
 AMERIGROUP District of Columbia, Inc.
 AMERIGROUP Florida, Inc.
 AMERIGROUP Insurance Co. (TX)
 AMERIGROUP Iowa, Inc.
 AMERIGROUP IPA of New York, LLC
 AMERIGROUP Kansas, Inc.
 AMERIGROUP Louisiana, Inc.
 AMERIGROUP Maryland, Inc.
 AMERIGROUP Nevada, Inc.
 AMERIGROUP New Jersey, Inc.
 AMERIGROUP Partnership Plan, LLC
 AMERIGROUP Tennessee, Inc.
 AMERIGROUP Texas, Inc.
 AMERIGROUP Washington, Inc.
 AMGP Georgia Managed Care Co., Inc.
 Anthem Blue Cross Life and Health Insurance Co.
 Anthem Health Plans, Inc.
 Anthem Health Plans of Kentucky, Inc.
 Anthem Health Plans of Maine, Inc.
 Anthem Health Plans of New Hampshire, Inc.
 Anthem Health Plans of Virginia, Inc.
 Anthem, Inc.
 Anthem, Inc. Self-Funded Group
 Anthem Insurance Companies, Inc.
 Anthem Kentucky Managed Care Plan, Inc.
 Arizona Physicians IPA, Inc.
 ATH Holding Co., LLC
 AvMed, Inc., c/o MSP Recovery Claims, Series LLC

B

Better Health, Inc.
 Blue Cross and Blue Shield Association
 Blue Cross and Blue Shield of Florida, Inc.
 Blue Cross and Blue Shield of Florida, Inc. Self-
 Funded Groups
 Blue Cross and Blue Shield of Georgia, Inc.
 Blue Cross and Blue Shield of North Carolina
 Blue Cross and Blue Shield of North Carolina Self-
 Funded Groups
 Blue Cross and Blue Shield of Rhode Island
 Blue Cross and Blue Shield of Rhode Island Self-
 Funded Groups
 Blue Cross and Blue Shield of Vermont
 Blue Cross and Blue Shield of Vermont Self-Funded
 Groups
 Blue Cross Blue Shield Healthcare Plan of Georgia,
 Inc.
 Blue Cross Blue Shield of Kansas City
 Blue Cross Blue Shield of Kansas City Self-Funded
 Groups
 Blue Cross Blue Shield of Massachusetts

I

Independent Health
 Interamerican Medical Center Group LLC,
 c/o MSP Recovery Claims, Series LLC

M

MAMSI Life and Health Insurance Company
 Matthew Thornton Health Plan, Inc.
 MCCI Group Holdings, LLC, c/o MSP Recovery Claims,
 Series LLC
 MD-Individual Practice Association, Inc.
 Medica HealthCare Plans, Inc.
 Medica Health Plans of Florida, Inc.
 Medical Consultants Management, LLC,
 c/o MSP Recovery Claims, Series LLC
 Medical IPA of the Palm Beaches, Inc.,
 c/o MSP Recovery Claims, Series LLC
 Medical Mutual
 MVP Health Care
 MVP Health Care Self-Funded Groups

N

National Pacific Dental, Inc.
 Neighborhood Health Partnership, Inc.
 Nevada Pacific Dental

O

Optimum Choice, Inc.
 Optum360 Services, Inc.
 OptumRx Group Holdings, Inc.
 OptumRx, Inc.
 Oxford Health Insurance, Inc.
 Oxford Health Plans (CT), Inc.
 Oxford Health Plans (NJ), Inc.
 Oxford Health Plans (NY), Inc.

P

PacifiCare Life Assurance Company
 PacifiCare Life and Health Insurance Company
 PacifiCare of Arizona, Inc.
 PacifiCare of Colorado, Inc.
 PacifiCare of Nevada, Inc.
 Peninsula Heath Care, Inc.
 Peoples Health, Inc.
 Physician Access Urgent Care Group, LLC,
 c/o MSP Recovery Claims, Series LLC
 Physicians Health Choice of Texas, LLC
 Priority Health Care, Inc.
 Preferred Care Partners, Inc.
 Preferred Medical Plan, Inc., c/o MSP Recovery Claims,
 Series LLC
 Preferred Primary Care, LLC, c/o MSP Recovery Claims,
 Series LLC
 Premera Blue Cross
 Premera Blue Cross Self-Funded Groups
 Priority Health
 Priority Heath Self-Funded Groups
 Professional Health Choice, Inc., c/o MSP Recovery Claims,
 Series LLC

R

Risk Watchers, Inc., c/o MSP Recovery Claims, Series LLC
 Rocky Mountain HealthCare Options, Inc.
 Rocky Mountain Health Maintenance Organization,
 Incorporated

Blue Cross Blue Shield of Massachusetts Self-Funded Groups
 Blue Cross Blue Shield of Minnesota
 Blue Cross Blue Shield of Minnesota Self-Funded Groups
 Blue Cross Blue Shield of Tennessee, Inc.
 Blue Cross Blue Shield of Tennessee, Inc. Self-Funded Groups
 Blue Cross Blue Shield of Wisconsin
 Blue Cross of California
 Blue Cross of California Partnership Plan, Inc.
 Blue Shield of California
 Blue Shield of California Self-Funded Groups
 Biocon Limited
 Broward Primary Partners, LLC,
 c/o MSP Recovery Claims, Series LLC

C

CareFirst BlueChoice, Inc.
 CareFirst of Maryland, Inc.
 CareFirst of Maryland, Inc. BlueChoice Self-Funded Groups
 Care Improvement Plus of Texas Insurance Company
 Care Improvement Plus South Central Insurance Company
 Care Improvement Plus Wisconsin Insurance Company
 CareMore Health Plan
 CareMore Health Plan of Nevada
 CareMore, LLC
 Centene Corporation
 CFA, LLC
 Cigna Health and Life Insurance Company
 Cigna Health and Life Insurance Company Self-Funded Groups
 Clinica Las Mercedes, c/o MSP Recovery Claims, Series LLC
 Community Health Providers, Inc.,
 c/o MSP Recovery Claims, Series LLC
 Community Insurance Company
 Compcare Health Services Insurance Corporation

D

Dental Benefit Providers of California, Inc.
 Dental Benefit Providers of Illinois, Inc.

E

EmblemHealth
 EmblemHealth Self-Funded Groups
 Empire HealthChoice Assurance, Inc.
 Empire HealthChoice HMO, Inc.

F

Fallon Community Health Plan, Inc.,
 c/o MSP Recovery Claims, Series LLC
 Family Physicians Group, Inc. d/b/a Family Physicians of Winter Park, Inc.,
 c/o MSP Recovery Claims, Series LLC

G

Golden Rule Insurance Company
 Government Employees Health Association
 Group Health Inc., c/o MSP Recovery Claims, Series LLC
 Group Hospitalization and Medical Services, Inc.

Rocky Mountain Hospital and Medical Service, Inc.

S

Sierra Health and Life Insurance Company, Inc.
 Simply Healthcare Plans, Inc.
 Symphonix Health Insurance, Inc.

T

Transatlantic Healthcare, LLC, c/o MSP Recovery Claims, Series LLC
 Trinity Physicians, LLC, c/o MSP Recovery Claims, Series LLC
 Tufts Associated Health Plans, Inc.
 Tufts Associated Health Plans, Inc. Self-Funded Groups

U

UHC of California
 UNICARE Health Insurance Company of Texas
 UNICARE Health Insurance Company of the Midwest
 UNICARE Health Plan of Kansas, Inc.
 UNICARE Health Plan of West Virginia, Inc.
 UNICARE Health Plans of Texas, Inc.
 UNICARE Health Plans of the Midwest, Inc.
 Unimerica Life Insurance Company of New York
 Unison Health Plans of Delaware, Inc.
 United HealthCare Services, Inc.
 UnitedHealth Group Incorporated / Optum360 Services, Inc.
 UnitedHealthcare Benefits of Texas, Inc.
 UnitedHealthcare Benefits Plan of California
 UnitedHealthcare Community Plan, Inc.
 UnitedHealthcare Community Plan of California, Inc.
 UnitedHealthcare Community Plan of Georgia, Inc.
 UnitedHealthcare Community Plan of Ohio, Inc.
 UnitedHealthcare Community Plan of Texas, Inc.
 UnitedHealthcare Insurance Company
 UnitedHealthcare Insurance Company of Illinois
 UnitedHealthcare Insurance Company of New York
 UnitedHealthcare Insurance Company of the River Valley
 UnitedHealthcare Insurance Designated Activity Company
 UnitedHealthcare Integrated Services, Inc.
 UnitedHealthcare Life Insurance Company
 UnitedHealthcare of Alabama, Inc.
 UnitedHealthcare of Arizona, Inc.
 UnitedHealthcare of Arkansas, Inc.
 UnitedHealthcare of Colorado, Inc.
 UnitedHealthcare of Florida, Inc.
 UnitedHealthcare of Georgia, Inc.
 UnitedHealthcare of Illinois, Inc.
 UnitedHealthcare of Kentucky, Ltd.
 UnitedHealthcare of Louisiana, Inc.
 UnitedHealthcare of Mississippi, Inc.
 UnitedHealthcare of New England, Inc.
 UnitedHealthcare of New Mexico, Inc.
 UnitedHealthcare of New York, Inc.
 UnitedHealthcare of North Carolina, Inc.
 UnitedHealthcare of Ohio, Inc.
 UnitedHealthcare of Oklahoma, Inc.
 UnitedHealthcare of Pennsylvania, Inc.
 UnitedHealthcare of Texas, Inc.
 UnitedHealthcare of the Mid-Atlantic, Inc.
 UnitedHealthcare of the Midlands, Inc.
 UnitedHealthcare of the Midwest, Inc.
 UnitedHealthcare of Utah, Inc.
 UnitedHealthcare of Washington, Inc.

H

Harken Health Insurance Company
Harvard Pilgrim Health Care, Inc.
Harvard Pilgrim Health Care, Inc. Self-Funded Groups
Hawaii Medical Service Association
Hawaii Medical Service Association Self-Funded Groups
Health Care Advisor Services, Inc.,
 c/o MSP Recovery Claims Series LLC
Health Care Service Corporation
Health Care Service Corporation Self-Funded Groups
Health First Health Plans, Inc.,
 c/o MSP Recovery Claims, Series LLC
Health Insurance Plan of Greater NY,
 c/o MSP Recovery Claims, Series LLC
HealthKeepers, Inc.
HealthPartners, Inc.
HealthPartners, Inc. Self-Funded Groups
Health Plan of Nevada, Inc.
HealthPlus, LLC
HealthSun Health Plans, Inc.
Healthy Alliance Life Insurance Company
Highmark Blue Cross Blue Shield
HMO Colorado, Inc.
HMO Missouri, Inc.
Horizon Blue Cross Blue Shield of New Jersey
Humana, Inc.
Humana, Inc. Self-Funded Groups
Hygea Health Holdings, Inc.,
 c/o MSP Recovery Claims, Series LLC

UnitedHealthcare of Wisconsin, Inc.
UnitedHealthcare Plan of the River Valley, Inc.
USABLE Mutual Insurance Company
 d/b/a Arkansas Blue Cross and Blue Shield

V

Verimed IPA, LLC, c/o MSP Recovery Claims, Series LLC
Vidamax Medical Center (Fictitious name) for St. Jude Medical Group Corp.,
 c/o MSP Recovery Claims, Series LLC

W

WellCare Health Plans, Inc.
WellCare Health Plans, Inc. Self-Funded Groups
Wellmark Blue Cross and Blue Shield
Wisconsin Collaborative Insurance Company

In re Thalomid and Revlimid Antitrust Litigation
Settlement Administrator
P.O. Box 43508
Providence, RI 02940-3508

THL

«Barcode»

Postal Service: Please do not mark barcode

Claim#: THL-«Claim8»-«CkDig»

«FirstName» «LastName»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»

*In re Thalomid
and Revlimid Antitrust Litigation*

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF
NEW JERSEY

Case No. 2:14-cv-06997

**Must be postmarked
or filed electronically on or
before October 15, 2020**

THIRD-PARTY PAYOR CLAIM FORM

CHANGE OF ADDRESS (ONLY IF DIFFERENT FROM ABOVE)

Primary Address																																																																																																			
Primary Address Continued																																																																																																			
City																																																												State										ZIP Code																													
Foreign Province																																								Foreign Postal Code																				Foreign Country Name/Abbreviation																																							

***ATTENTION: THIS FORM IS TO BE FILLED OUT ONLY ON BEHALF
OF A THIRD-PARTY PAYOR, NOT INDIVIDUAL CONSUMERS.***

**TO QUALIFY TO RECEIVE A PAYMENT FROM THIS SETTLEMENT,
YOU MUST COMPLETE AND SUBMIT THIS CLAIM FORM.**

**YOUR CLAIM MUST BE POSTMARKED OR FILED ELECTRONICALLY
ON OR BEFORE OCTOBER 15, 2020**

Mail your claim to:

In re Thalomid and Revlimid Antitrust Litigation
Settlement Administrator
P.O. Box 43508
Providence, RI 02940-3508

OR

Submit a Claim Form online at www.ThalomidRevlimidLitigation.com.



FOR CLAIMS
PROCESSING
ONLY

OB

CB

☐ DOC
☐ LC
☐ REV

☐ RED
☐ A
☐ B

Section A: General Information

The Settlement Administrator will use this information for all communications regarding this Claim Form. If this information changes, you **MUST** notify the Settlement Administrator in writing at the address above.

Company or Health Plan Name

Contact Name

Address 1

Address 2

Floor/Suite

City

State

ZIP Code

Email Address

Area Code - Telephone Number

Tax Identification Number

List all other names by which your company or health plan has been known and any other Federal Employer Identification Numbers ("FEINs") you have used before May 20, 2020 (use a separate sheet if necessary).

Company or Health Plan Name

Federal Employer Identification Number

☐ Health Insurance Company/HMO ☐ Self-Insured Employee Health Plan ☐ Self-Insured Health & Welfare Fund

☐ Other (Explain)



Section B: Authorized Agent Only

The Settlement Administrator will use this information for all communications regarding this Claim Form. If this information changes, you **MUST** notify the Settlement Administrator in writing at the address above.

* As an Authorized Agent, please indicate how your relationship with the Settlement Class Member(s) is best described:

☐ Third-Party Administrator

☐ Pharmacy Benefits Manager

☐ Other (Explain)

Authorized Agent's Company Name

Contact Name

Address

Floor/Suite

City

State

ZIP Code

Email Address

Area Code - Telephone Number

Authorized Agent's Tax Identification Number

Please list the name, address and FEIN of every Settlement Class Member (*i.e.*, Company or Health Plan) for whom you have been duly authorized to submit this Claim Form (attach additional sheets to this Claim Form as necessary). Alternatively, you may submit the requested list of Settlement Class Member names, addresses, and FEINs in an electronic format, such as Excel or a tab-delimited text file. Please contact the Settlement Administrator to determine what formats are acceptable.

Settlement Class Member's Name

Address (if available)

City

State

ZIP Code

Settlement Class Member's FEIN



Settlement Class Member's Name

Address (if available)

City

State

ZIP Code

Settlement Class Member's FEIN

Settlement Class Member's Name

Address (if available)

City

State

ZIP Code

Settlement Class Member's FEIN

Settlement Class Member's Name

Address (if available)

City

State

ZIP Code

Settlement Class Member's FEIN

Settlement Class Member's Name

Address (if available)

City

State

ZIP Code

Settlement Class Member's FEIN



Section C: Purchase Information

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Total amount spent on Revlimid

Total amount spent on Revlimid

\$.

Total amount spent on Revlimid

\$.

Total amount spent on Revlimid

\$.

Total amount spent on Revlimid

\$.

Total amount spent on Revlimid



Section D: Documentation

You do not need to provide any documentation at this time. However, the Settlement Administrator may ask for additional proof of purchase.

Section E: Certification

I have read and am familiar with the contents of this Claim Form. I certify that the information provided by me is true, correct and complete to the best of my knowledge. I further certify that I am submitting this information on behalf of myself or a Settlement Class Member for whom I serve in the capacity of an authorized agent.

I hereby submit to the jurisdiction of the United States District Court for the District of New Jersey for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this _____ day of _____, 2020.

Signature: _____ Dated (mm/dd/yyyy): _____

Print Name: _____

Electronically file or mail the completed Claim Form postmarked on or before **October 15, 2020** to the following address:

In re Thalomid and Revlimid Antitrust Litigation
Settlement Administrator
P.O. Box 43508
Providence, RI 02940-3508

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form.
2. Keep a copy of your Claim Form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Claim Form, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Settlement Administrator via the Settlement Website or U.S. Mail.



In re Thalomid and Revlimid Antitrust Litigation
Settlement Administrator
P.O. Box 43508
Providence, RI 02940-3508

THL

«Barcode»

Postal Service: Please do not mark barcode

Claim#: THL-«Claim8»-«CkDig»

«FirstNAME» «LastNAME»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»

*In re Thalomid
and Revlimid Antitrust Litigation*

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF
NEW JERSEY

Case No. 2:14-cv-06997

**Must be postmarked
or filed electronically on or
before October 15, 2020**

PIN Code: <<PIN>>

THIRD-PARTY PAYOR SUPPLEMENTAL CLAIM FORM

CHANGE OF ADDRESS (ONLY IF DIFFERENT FROM ABOVE)

Primary Address																																																																																																			
Primary Address Continued																																																																																																			
City																																																												State										ZIP Code																													
Foreign Province																																								Foreign Postal Code																				Foreign Country Name/Abbreviation																																							

***ATTENTION: THIS FORM IS TO BE FILLED OUT ONLY ON BEHALF
OF A THIRD-PARTY PAYOR, NOT INDIVIDUAL CONSUMERS.***

**TO QUALIFY TO RECEIVE A PAYMENT FROM THIS SETTLEMENT,
YOU MUST COMPLETE AND SUBMIT THIS CLAIM FORM.**

**YOUR CLAIM MUST BE POSTMARKED OR FILED ELECTRONICALLY
ON OR BEFORE OCTOBER 15, 2020**

Mail your claim to:

In re Thalomid and Revlimid Antitrust Litigation
Settlement Administrator
P.O. Box 43508
Providence, RI 02940-3508

OR

Submit a Claim Form online at www.ThalomidRevlimidLitigation.com.



FOR CLAIMS PROCESSING ONLY	OB <input type="checkbox"/>	CB <input type="checkbox"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
----------------------------------	-----------------------------	-----------------------------	--	---

Section A: General Information

The Settlement Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Settlement Administrator in writing at the address above.

Company or Health Plan Name

Contact Name

Address 1

Address 2

Floor/Suite

City

State

ZIP Code

Email Address

Area Code - Telephone Number

Tax Identification Number

List all other names by which your company or health plan has been known and any other Federal Employer Identification Numbers ("FEINs") you have used before May 20, 2020 (use a separate sheet if necessary).

Company or Health Plan Name

Federal Employer Identification Number

- ☐ Health Insurance Company/HMO
 ☐ Self-Insured Employee Health Plan
 ☐ Self-Insured Health & Welfare Fund
 ☐ Other (Explain)



Section B: Authorized Agent Only

The Settlement Administrator will use this information for all communications regarding this Claim Form. If this information changes, you **MUST** notify the Settlement Administrator in writing at the address above.

* As an Authorized Agent, please indicate how your relationship with the Settlement Class Member(s) is best described:

☐ Third-Party Administrator

☐ Pharmacy Benefits Manager

☐ Other (Explain)

Authorized Agent's Company Name

Contact Name

Address

Floor/Suite

City

State

ZIP Code

Email Address

Area Code - Telephone Number

Authorized Agent's Tax Identification Number

Please list the name, address and FEIN of every Settlement Class Member (*i.e.*, Company or Health Plan) for whom you have been duly authorized to submit this Claim Form (attach additional sheets to this Claim Form as necessary). Alternatively, you may submit the requested list of Settlement Class Member names, addresses, and FEINs in an electronic format, such as Excel or a tab-delimited text file. Please contact the Settlement Administrator to determine what formats are acceptable.

Settlement Class Member's Name

Address (if available)

City

State

ZIP Code

Settlement Class Member's FEIN



Settlement Class Member's Name

Address (if available)

City

State

ZIP Code

Settlement Class Member's FEIN

Settlement Class Member's Name

Address (if available)

City

State

ZIP Code

Settlement Class Member's FEIN

Settlement Class Member's Name

Address (if available)

City

State

ZIP Code

Settlement Class Member's FEIN

Settlement Class Member's Name

Address (if available)

City

State

ZIP Code

Settlement Class Member's FEIN



Section C: Purchase Information

Provide the amount of money you spent on each drug for prescriptions filled before May 20, 2020 for use by your members, employees, insureds, participants, or beneficiaries in California, the District of Columbia, Florida, Kansas, Maine, Massachusetts, Michigan, Nebraska, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or Tennessee. Include purchases made on behalf of members, employees, insureds, participants, or beneficiaries located in one of these states or those that requested to have the prescription filled while located in one of these states, purchases processed in a billing department located in one of these states, or payments made to pharmacies located in one of these states.

Our records show that you previously claimed the following total purchases of qualifying prescriptions of Thalomid and Revlimid before August 1, 2019.

SETTLEMENT CLASS MEMBER NAME	TOTAL AMOUNT SPENT ON THALOMID	TOTAL AMOUNT SPENT ON REVLIMID
<<ClassMember1>>	\$<<ThalomidAmt1>>	\$<<RevlimidAmt1>>
<<ClassMember2>>	\$<<ThalomidAmt2>>	\$<<RevlimidAmt2>>
<<ClassMember3>>	\$<<ThalomidAmt3>>	\$<<RevlimidAmt3>>
<<ClassMember4>>	\$<<ThalomidAmt4>>	\$<<RevlimidAmt4>>
<<ClassMember5>>	\$<<ThalomidAmt5>>	\$<<RevlimidAmt5>>
<<ClassMember6>>	\$<<ThalomidAmt6>>	\$<<RevlimidAmt6>>
<<ClassMember7>>	\$<<ThalomidAmt7>>	\$<<RevlimidAmt7>>
<<ClassMember8>>	\$<<ThalomidAmt8>>	\$<<RevlimidAmt8>>
<<ClassMember9>>	\$<<ThalomidAmt9>>	\$<<RevlimidAmt9>>
<<ClassMember10>>	\$<<ThalomidAmt10>>	\$<<RevlimidAmt10>>
<<ClassMember11>>	\$<<ThalomidAmt11>>	\$<<RevlimidAmt11>>
<<ClassMember12>>	\$<<ThalomidAmt12>>	\$<<RevlimidAmt12>>
<<ClassMember13>>	\$<<ThalomidAmt13>>	\$<<RevlimidAmt13>>
<<ClassMember14>>	\$<<ThalomidAmt14>>	\$<<RevlimidAmt14>>
<<ClassMember15>>	\$<<ThalomidAmt15>>	\$<<RevlimidAmt15>>
<<ClassMember16>>	\$<<ThalomidAmt16>>	\$<<RevlimidAmt16>>
<<ClassMember17>>	\$<<ThalomidAmt17>>	\$<<RevlimidAmt17>>
<<ClassMember18>>	\$<<ThalomidAmt18>>	\$<<RevlimidAmt18>>
<<ClassMember19>>	\$<<ThalomidAmt19>>	\$<<RevlimidAmt19>>
<<ClassMember20>>	\$<<ThalomidAmt20>>	\$<<RevlimidAmt20>>
<<ClassMember21>>	\$<<ThalomidAmt21>>	\$<<RevlimidAmt21>>
<<ClassMember22>>	\$<<ThalomidAmt22>>	\$<<RevlimidAmt22>>
<<ClassMember23>>	\$<<ThalomidAmt23>>	\$<<RevlimidAmt23>>
<<ClassMember24>>	\$<<ThalomidAmt24>>	\$<<RevlimidAmt24>>
<<ClassMember25>>	\$<<ThalomidAmt25>>	\$<<RevlimidAmt25>>
<<ClassMember26>>	\$<<ThalomidAmt26>>	\$<<RevlimidAmt26>>
<<ClassMember27>>	\$<<ThalomidAmt27>>	\$<<RevlimidAmt27>>
<<ClassMember28>>	\$<<ThalomidAmt28>>	\$<<RevlimidAmt28>>
<<ClassMember29>>	\$<<ThalomidAmt29>>	\$<<RevlimidAmt29>>
<<ClassMember30>>	\$<<ThalomidAmt30>>	\$<<RevlimidAmt30>>
<<ClassMember31>>	\$<<ThalomidAmt31>>	\$<<RevlimidAmt31>>
<<ClassMember32>>	\$<<ThalomidAmt32>>	\$<<RevlimidAmt32>>
<<ClassMember33>>	\$<<ThalomidAmt33>>	\$<<RevlimidAmt33>>



<<ClassMember34>>	\$<<ThalomidAmt34>>	\$<<RevlimidAmt34>>
<<ClassMember35>>	\$<<ThalomidAmt35>>	\$<<RevlimidAmt35>>
<<ClassMember36>>	\$<<ThalomidAmt36>>	\$<<RevlimidAmt36>>
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<<ClassMember38>>	\$<<ThalomidAmt38>>	\$<<RevlimidAmt38>>
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<<ClassMember42>>	\$<<ThalomidAmt42>>	\$<<RevlimidAmt42>>
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<<ClassMember57>>	\$<<ThalomidAmt57>>	\$<<RevlimidAmt57>>
<<ClassMember58>>	\$<<ThalomidAmt58>>	\$<<RevlimidAmt58>>

IF THESE RECORDS ARE CORRECT, AND YOU HAVE NOT MADE ANY FURTHER PURCHASES, YOU DO NOT NEED TO SUBMIT ANOTHER CLAIM FORM TO BE CONSIDERED FOR DISTRIBUTION.



IF OUR RECORDS ARE INCORRECT, PLEASE AMEND HERE:

Settlement Class Member's Name	
\$ <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> . <input style="width: 40px;" type="text"/>	\$ <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> . <input style="width: 40px;" type="text"/>
Total amount spent on Thalomid	Total amount spent on Revlimid
Settlement Class Member's Name	
\$ <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> . <input style="width: 40px;" type="text"/>	\$ <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> . <input style="width: 40px;" type="text"/>
Total amount spent on Thalomid	Total amount spent on Revlimid
Settlement Class Member's Name	
\$ <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> . <input style="width: 40px;" type="text"/>	\$ <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> . <input style="width: 40px;" type="text"/>
Total amount spent on Thalomid	Total amount spent on Revlimid
Settlement Class Member's Name	
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Total amount spent on Thalomid	Total amount spent on Revlimid
Settlement Class Member's Name	
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Total amount spent on Thalomid	Total amount spent on Revlimid
Settlement Class Member's Name	
\$ <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> . <input style="width: 40px;" type="text"/>	\$ <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> . <input style="width: 40px;" type="text"/>
Total amount spent on Thalomid	Total amount spent on Revlimid



New Purchases

Provide the amount of money you spent on each drug for prescriptions filled between August 2, 2019 and May 20, 2020 for use by your members, employees, insureds, participants, or beneficiaries in California, the District of Columbia, Florida, Kansas, Maine, Massachusetts, Michigan, Nebraska, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or Tennessee. Include purchases made on behalf of members, employees, insureds, participants, or beneficiaries located in one of these states or those that requested to have the prescription filled while located in one of these states, purchases processed in a billing department located in one of these states, or payments made to pharmacies located in one of these states.

Settlement Class Member's Name																								
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Total amount spent on Thalomid												Total amount spent on Revlimid												



Section D: Documentation

You do not need to provide any documentation at this time. However, the Settlement Administrator may ask for additional proof of purchase.

Section E: Certification

I have read and am familiar with the contents of this Claim Form. I certify that the information provided by me is true, correct and complete to the best of my knowledge. I further certify that I am submitting this information on behalf of myself or a Settlement Class Member for whom I serve in the capacity of an authorized agent.

I hereby submit to the jurisdiction of the United States District Court for the District of New Jersey for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this _____ day of _____, 2020.

Signature: _____ Dated (mm/dd/yyyy): _____

Print Name: _____

Electronically file or mail the completed Claim Form postmarked on or before **October 15, 2020** to the following address:

In re Thalomid and Revlimid Antitrust Litigation
Settlement Administrator
P.O. Box 43508
Providence, RI 02940-3508

REMINDER CHECKLIST:

1. Please complete and sign the above Supplemental Claim Form.
2. Keep a copy of your Claim Form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Supplemental Claim Form, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Settlement Administrator via the Settlement Website or U.S. Mail.



Exhibit 2

In re Thalomid / Revlimid Antitrust Settlement II : 300x600

Placement : SHRM.org

The screenshot displays the SHRM HR News website. The browser address bar shows the URL: <https://www.shrm.org/hr-today/news/hr-news/Pages/default.aspx>. The website header includes the SHRM logo and navigation links: MEMBERSHIP, CERTIFICATION, HR TODAY, RESOURCES, LEARNING, and EVENTS. A search bar is located below the header.

The main content area features a list of articles, each with a title, date, category, and a heart icon for likes. The articles shown are:

- SHRM CEO Challenges HR to Innovate Through COVID-19**
June 8, 2020
COMMUNICATION | BUSINESS ACUMEN | LEADERSHIP AND NAVIGATION
- Quick-Pay Apps Are Popular During the Pandemic**
June 8, 2020
EXECUTIVE COMPENSATION | PAYROLL
- Don't Be Silent: Expert Tips to Defuse Workplace Tensions**
June 7, 2020
EMPLOYEE RELATIONS
GLOBAL AND CULTURAL EFFECTIVENESS | BEHAVIORAL COMPETENCIES | EMPLOYEE RELATIONS | DIVERSITY AND INCLUSION | HR EXPERTISE
- Viewpoint: Staycations During COVID-19 Should Still be Time Off from Work**
June 7, 2020
EMPLOYEE RELATIONS
HR EXPERTISE | EMPLOYEE RELATIONS | PAID TIME OFF (PTO) | LEAVE BENEFITS | EMPLOYEE ENGAGEMENT | BENEFITS

On the right side of the page, there is a large advertisement with the text: "Entities that paid for the prescription drug **THALOMID** or *Revlimid* may be affected by, and could get a payment from, a new **\$34 million** class action settlement." Below this text is a button that says "File a Claim" and a small logo. The advertisement also includes the website www.ThalomidRevlimidLitigation.com. A "Feedback" button is visible on the far right edge of the advertisement.





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A MESSAGE FROM THE EDITOR

Our top story today is about an effort to let workers choose whether to put cash in an HRA or a retirement plan.

— Allison Bell, Editor, ThinkAdvisor Life/Health



NEWS

IRS Rules on Union Health Reimbursement Arrangement Hybrid Program

By Allison Bell

The participants could allocate employer contributions between the HRA and a defined contribution retirement plan. [Read More](#)



Entities that paid for the prescription drug **THALOMID** or *Revlimid* may be affected by, and could get a payment from, a new \$34 million class action settlement.

[File a Claim](#)

www.ThalomidRevlimid.Litigation.com

BEST PRACTICES

5 Lessons Rookies Learn and Veterans Forget

By Bryce Sanders

How did you get your best clients? Do you still do those things? [Read More](#)



NEWS

'We Can All Do More': American College President

By Allison Bell

George Nichols III says the American College should become a platform for progress. [Read More](#)



NEWS

Medigap Issuers Struggle to Attract New Enrollees

By Allison Bell

The number of insureds is up, but the number of new insureds is down. [Read More](#)



Entities that paid for the prescription drug **THALOMID** or *Revlimid* may be affected by, and could get a payment from, a new \$34 million class action settlement.

[File a Claim](#)

www.ThalomidRevlimid.Litigation.com

NEWS

COVID-19 Dings Life Insurers' Commercial Mortgage Returns

By R. Robin McDonald

Life insurers have invested about 2% of their assets in commercial real estate loans. [Read More](#)



NEWS

The COVID-19 Map is Now (Almost) All Green: CDC

By Allison Bell

But, in some regions, the pandemic is still simmering. [Read More](#)



NEWS

Why Do Some Workers Save Less for Retirement?

By Bernice Napach

New research from EBRI and JPMorgan Asset Management compares behavior among workers with similar salaries. [Read More](#)



NEWS

The 2020 Life, Health and Annuity Planner

By Allison Bell

Note that the Covid-19 pneumonia outbreak has led to many changes in event scheduling. [Read More](#)



RESOURCES

Act 2: Best Practices For B2B Marketers To Succeed As The Economy Opens

Webcast Date - Thursday, June 11: Find out how leading B2B marketers in the legal, financial, insurance, and commercial real estate markets have achieved results over the past three months. [Learn More](#)

Charting a Course for the High Yield Recovery

Webcast Date: May 26, 2020 - Join this complimentary webcast to hear experts from Voya Investment Management discuss the impact current market volatility has had on the industry and the path to high yield recovery. [Learn More](#)

Entities that paid for the prescription drug **THALOMID** or *Revlimid* may be affected by, and could get a payment from, a new \$34 million class action settlement.

[File a Claim](#)

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A MESSAGE FROM THE EDITOR

Our top story today is about another chapter in that long-running saga, Obama's DOL v. Trump's SEC.

—Allison Bell, Editor, ThinkAdvisor Life/Health



NEWS

Arizona Adopts Best-Interest Standard for Annuity Sales

By Allison Bell

The move boosts supporters of the SEC's Reg BI standard. [Read More](#)



Entities that paid for the prescription drug **THALOMID** or *Revlimid* may be affected by, and could get a payment from, a new \$34 million class action settlement.

[File a Claim](#)

www.ThalomidRevlimid.litigation.com

NEWS

Lemonade Files for IPO, Says It May Sell Life Insurance

By Allison Bell

The company says it's better at appealing to younger consumers than companies built on human brokers are. [Read More](#)



NEWS

Maybe You Already Have a Great Pandemic Product: Product Designers

By Allison Bell

Taylor McKinnon and Pam Handmaker say one place to look for ideas is your current product list. [Read More](#)



COMMENTARY

Provider Data Management Needs an Update

By Maria Turner and Duane Harrington

Better PDM could ease administrative burdens on doctors and hospitals — and help everyone save money. [Read More](#)



Entities that paid for the prescription drug **THALOMID** or *Revlimid* may be affected by, and could get a payment from, a new \$34 million class action settlement.

[File a Claim](#)

www.ThalomidRevlimid.litigation.com

NEWS

Allianz Jumps Into ETF Space: Portfolio Products

By Jeff Berman

Also, SEI introduces new fund strategies for independent advisors. [Read More](#)



NEWS

Ameriprise Donates Additional \$300K: Coronavirus Aid Roundup

By Jeff Berman

Bank of America, Capital Bank and Pacific Valley Bank are among other companies offering COVID-19 relief. [Read More](#)



NEWS

The 2020 Life, Health and Annuity Planner

By Allison Bell

Note that the Covid-19 pneumonia outbreak has led to many changes in event scheduling. [Read More](#)



RESOURCES

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[File a Claim](#)

www.ThalomidRevlimid.litigation.com

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✓ Capture

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A MESSAGE FROM THE EDITOR

Our top story today is about how you and your clients pay your regular doctors.

—Allison Bell, Editor, ThinkAdvisor Life/Health



NEWS

IRS Hopes to Create New Way to Pay for Routine Care

By Allison Bell

Workers could use cash from ordinary HRAs to pay for direct primary care memberships. [Read More](#)



Entities that paid for the prescription drug **THALOMID** or **Revlimid** may be affected by, and could get a payment from, a new \$34 million class action settlement.

[File a Claim](#)

www.ThalomidRevlimid.Ligation.com

NEWS

5 Things Annuity Prospects Just Don't Get

By Allison Bell

You have no influence over the tides or the stock market. But you can shape this one other important thing. [Read More](#)

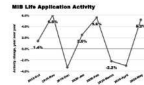


NEWS

Life Application Activity Soars: MIB

By Allison Bell

Activity increased the most for young consumers. [Read More](#)



NEWS

How to Prep Clients for Market Stress When They Don't Understand Risk

By Jeff Berman

Use a "goals-driven approach" instead, says Katherine Nixon of Northern Trust. [Read More](#)



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NEWS

Josh Brown's Advice to New Advisors: Start Locally, Pick LinkedIn Over Twitter

By Jeff Berman

He and Dynasty's Shirli Penney also stressed the importance of SEO. [Read More](#)



NEWS

Symetra Adds Indexed Annuity: Annuity Update

By Allison Bell

USAA, FIDx, Milliman and Club Vita also have news. [Read More](#)



NEWS

The 2020 Life, Health and Annuity Planner

By Allison Bell

Note that the Covid-19 pneumonia outbreak has led to many changes in event scheduling. [Read More](#)



RESOURCES

Act 2: Best Practices For B2B Marketers To Succeed As The Economy Opens

Webcast Date - Thursday, June 11: Find out how leading B2B marketers in the legal, financial, insurance, and commercial real estate markets have achieved results over the past three months. [Learn More](#)

Charting a Course for the High Yield Recovery

Webcast Date: May 26, 2020 - Join this complimentary webcast to hear experts from Voya Investment Management discuss the impact current market volatility has had on the industry and the path to high yield recovery. [Learn More](#)

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A MESSAGE FROM THE EDITOR

Our top story today is about whether life insurers will frequently report \$5 billion quarterly net income or quarterly net losses, just because.

—Allison Bell, Editor, ThinkAdvisor Life/Health



NEWS

Life Insurers May Get Major Accounting Rule Compliance Extension

By Allison Bell

The rule, ASU 2018-12, could lead to giant fluctuations in life insurers' net income.

[Read More](#)



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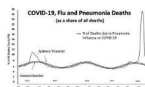
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COMMENTARY

Novel Coronavirus Disease and Life Insurance Underwriting

By Eric Schuhmacher

A veteran underwriter says some of the changes have been helpful. [Read More](#)



NEWS

Ethos Life Downsizes

By Allison Bell

The online life agency says it's responding to COVID-19-related economic uncertainty.

[Read More](#)



Bankers Life Sticks With Fight Against Alzheimer's

By Allison Bell

This year, the campaign will shift to an all-virtual format. [Read More](#)



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NEWS

Fed Indicates No Change in Interest Rates Through 2022

By Bernice Napach

Chairman Jerome Powell repeated that the Fed will do whatever it takes to support the economy. [Read More](#)



MARKET INSIGHTS

Gundlach: Stocks Headed for Trouble; Fed Could Bend Yield Curve

By Janet Levison

He said the Fed could also institute 'yield curve control.' [Read More](#)



NEWS

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By Allison Bell

Note that the Covid-19 pneumonia outbreak has led to many changes in event scheduling.

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RESOURCES

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A MESSAGE FROM THE EDITOR

Our top story today might be about the possibility that ordinary individual major medical insurance could be hot.

—Allison Bell, Editor, ThinkAdvisor Life/Health



NEWS

AXA Plays in U.S. Individual Health Market: Life and Health Deal Update

By Allison Bell

National Guardian Life, Milliman, HSA Bank and MAS also have life and health deal news.

[Read More](#)



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COMMENTARY

Why Community Connections Really Matter Now

By Luke Winkowski

A Thrivent advisor says advisors need each other. [Read More](#)



NEWS

Lincoln Financial Adds Virtual Internship Program: Personnel Moves

By Allison Bell

FBL, American Financial Group and Smart Path also have announcements. [Read More](#)



SLIDESHOW

5 Ways Prospects May Have Changed Since the Distant Past

By Allison Bell

LIMRA and Genworth have squeezed out a few drops of post-COVID-19 consumer survey data. [Read More](#)



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NEWS

Stocks Plummet as COVID-19 Cases Rise

By Benice Napach

A Schwab analyst investment strategist says investors are getting a reality check. [Read More](#)



NEWS

UnitedHealth Group Invests \$100 Million More in Affordable Housing

By Samantha Stokes

The newest investment, which will build affordable housing units in three cities, brings the company's funding total. [Read More](#)



NEWS

The 2020 Life, Health and Annuity Planner

By Allison Bell

Note that the Covid-19 pneumonia outbreak has led to many changes in event scheduling. [Read More](#)



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Sent: Thursday, June 18, 2020 8:32 AM
To:
Subject: New Types of COVID-19 Jobs Emerge, I-9 Update, Return-to-Office Dread, more

To view this e-mail as a webpage, click [here](#).

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June 18, 2020

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New Types of Jobs Emerge from COVID-19

The number of jobs lost as a result of the pandemic has far surpassed the losses seen during the 2007-09 Great Recession, and no one's sure how many of those jobs are coming back. But contact tracers, temperature takers, health monitors and workplace redesigners are jobs that are now booming.

For the latest news and advice on handling COVID-19 in the workplace, visit SHRM's Coronavirus Resource Center, as well as our updated list of articles SHRM has published on the pandemic.

ICE Extends Relaxed Enforcement of In-Person Form I-9 Rules

Organizations that are operating completely remotely will be able to continue to defer until July 19 the U.S. Immigration and Customs Enforcement (ICE) requirement to review Form I-9 documents in person with new hires.

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7 Drivers of Employee Engagement

Companies with engaged workforces vastly outperform those without, but only 32 percent of US employees are engaged. What prevents us from engaging employees, and are there practical solutions to improve engagement? **Download this free BambooHR ebook** to deconstruct what an engaged team looks like and learn how to build and sustain one.

MORE FROM SHRM ONLINE

Many Professionals Dread Returning to Their Offices



Even as states across the country drop COVID-19 restrictions and allow offices to reopen, many professionals dread returning to the workplace, and a majority feel they're more productive at home, according to new research.

Stay Interviews Matter More Than Ever

Stay interviews drive leaders on each level to ask specific questions, listen, take notes and probe for more information. By doing this, supervisors can be trained to cut turnover and improve engagement, writes best-selling author Richard Finnegan.

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Promote Mental Health by Communicating Benefits, Leading by Example

COVID-19 and the social isolation, health concerns and economic uncertainty associated with the pandemic are taking a toll on people in many ways. A recent #NextChat asked HR professionals how they are incorporating mental health into employee engagement strategies and activities.

Shaping Employees' Experience

Human resources managers, beware: Before you decide to invest more in HR activities that you think will raise employee satisfaction, you might want to consider the "shaping" approach to design compelling experiences at the workplace.

Don't Overlook Payroll's 'Human Side'

Managing an organization's payroll has traditionally been regarded as a back-office responsibility, leading payroll professionals to neglect the "human side" of payroll when dealing with employees who are worried or upset over paycheck issues. That could be a mistake.

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Can You Track the Engagement of Your Remote Workers?

Veriato Activity Monitoring software provides Daily Productivity Metrics & Reports as well as indicators of Employee Disengagement. Monitor any or all activity on PCs or Macs. See who's working & who's watching hysterical dog videos all day.

Watch Demo - Free 8 min. Video

Quiz: Are You Prepared to Hire Better in 2020?

Are you positioned to attract the talent your business needs? Take this quiz on hiring. Test your knowledge with all of SHRM's quizzes here.

SHRM WEBCASTS COMING SOON

More Than Just Stress: Improving Mental Well-Being in the Workplace

June 23, 2 p.m. ET / 11 a.m. PT

Sponsor: Aetna

Nearly 45 million individuals in the United States live with a mental health condition, but only 41 percent received mental health services in the past year. In this webcast we will discuss how COVID-19 has affected mental health and accelerated changes in the workplace. We will describe how a culture geared toward employees' mental well-being can help them be more willing to seek help when needed, thus leading to happier, healthier and more productive teams.

Learning Culture and Employee Engagement: 6 Ingredients for Success

June 30, 1 p.m. ET / 10 a.m. PT

Sponsor: BambooHR

Using the right recipe for employee engagement helps you cook up success in your organization, with a healthy portion of financial improvement on the side. In this webcast, we will discuss the basics of employee engagement and how creating an engaged learning culture helps improve employee satisfaction and performance.

How to Foster Culture Continuity During the 3 Phases of Crisis Recovery

June 30, 2 p.m. ET / 11 a.m. PT

Sponsor: Achievers

In this webcast, we will explore practical solutions to influence employee motivation and enhance job performance during crisis recovery. We will examine the three phases of recovery and the importance of distinguishing between the two types of employee performance during disruptive conditions, along with the concept of culture continuity, its current relevance and the roadmap to get there.

How to Foster a Wellness Culture That Works for Employers

June 30, 4 p.m. ET / 1 p.m. PT

Sponsor: Fitbit Health Solutions

In this webcast, we will discuss the best strategies for fostering a culture of wellness. We will share key lessons on how to weather unprecedented disruption in the marketplace by shaping a wellness culture that meets the needs of the remote workforce and leveraging technology to play a starring role.

HR JOB OF THE DAY

Need to hire highly qualified HR candidates or looking to move your own HR career forward? SHRM HR Jobs can help you reach your goals by connecting top employers with premier HR professionals. Now more user-friendly and with new features added, like the ability to filter candidates by SHRM credentials. Visit SHRM HR Jobs to learn more.

- **HR Generalist** - Pentair - Moorpark, Calif.

EXPRESS REQUEST

Take Your Dog to Work Day Goes Virtual

With remote working and social distancing policies currently in place, Pet Sitters International provides ideas for companies to virtually celebrate dogs and promote pet adoptions on June 26. Visit SHRM's Take Your Dog to Work Day Express Request.

USEFUL LINKS

- Try Again on This HR Quiz: Do Your Hiring Practices Attract Diverse Candidates?
- The SHRM HR Vendor Directory gives you access to all the top HR companies, and it's FREE!
- SHRM Employee Handbook Builder: Will your employee handbook keep up with changing laws?

FEATURED WHITE PAPER

18th Annual Benefit Trends Study



2020 Employee Benefit Trends Study

OFFERED BY: MetLife

MetLife's 18th annual study explored how employees are managing work-life stress—both before and in the wake of the pandemic—to show how a holistic approach to well-being, supported by the right programs and benefits, can promote a more engaged, productive and successful workforce. Download our study to discover the importance of employee well-being and how to engage your workforce today.

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Sent: Monday, June 22, 2020 8:34 AM
To:
Subject: New OSHA Guidance, Thermal Employee Scanners, PPP Loan Forgiveness Forms, more

To view this e-mail as a webpage, [click here](#).

SHRM's HR Daily

June 22, 2020

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New OSHA Guidance Clarifies Return-to-Work Expectations

The Occupational Safety and Health Administration (OSHA) has issued guidance for reopening businesses that recommends each establishment conduct a hazard assessment for all jobs. It also clarifies OSHA's positions on temperature checks, coronavirus testing and face masks.

Join EEOC Chair Janet Dhillon and SHRM President and CEO Johnny C. Taylor, Jr. in a free webcast on June 26 in a discussion on return-to-work guidance.

Should You Invest in a Thermal Scanner?

As businesses start to reopen, thermal scanning has gotten buzz as a tool to make the workplace safer. The technology uses infrared cameras that can detect elevated skin temperature from a distance, quickly and accurately. Fever is one known symptom of COVID-19, but it's not the most common one.

For the latest news and advice on handling COVID-19 in the workplace, visit SHRM's Coronavirus Resource Center, as well as our updated list of articles SHRM has published on the pandemic.

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9 ways L&D is leading with learning

With nearly every organization impacted by COVID-19, learning has quickly become the center of organizational response. Explore insights and stories from learning leaders to help you lead and guide your employees into the new world of work.

[View insights](#)

MORE FROM SHRM ONLINE



New Paycheck Protection Program Loan Forgiveness Forms Available

The U.S. Small Business Administration and U.S. Treasury Department issued new forms and guidelines to help clear up confusion about the Paycheck Protection Program, which was created to help small businesses keep workers on their payrolls during the coronavirus crisis.

Overcoming Workplace Bias

All workers have the right to equal opportunity in employment, free from discrimination, prejudice and bias. Encompassing more than legal compliance, HR's role in equal opportunity at work has the capacity to change lives and society. Review a wide range of guidance and tools in SHRM's new resource center, Overcoming Workplace Bias.

Understanding the Journey to Equity and Inclusion Through Data is the topic of a free webcast on June 25. Sign up today.

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Helping Pet Owners—and Their Pets—Cope with the Return to the Office

During COVID-19 shutdowns, employees working from home had more time than ever to dote on their dogs, cats and other creatures. Now, as workers are starting to return to the office, pets—and their owners—likely are feeling separation anxiety.

Wellness Programs Show Modest Benefits, as Efforts Pivot to 'Well-Being'

A two-year study at the University of Illinois found that wellness programs only modestly affect employees' health. However, there is evidence that these programs can improve employee engagement and productivity, especially when they address emotional and financial well-being.

What Are You Wearing While Working from Home?

Did someone say hoodies and sweatpants? Nearly two-thirds of U.S. workers polled who are working remotely during the COVID-19 pandemic are wearing more casual clothes and shoving business attire to the back of the closet, according to recent research from SHRM.

Advertisement

Learn how companies are re-opening and staying open.

Navigate360 invites you to join the panel discussion with leading industry



experts as we share insights to manage the risks, liability and communications of reopening and staying open. June 24 at 2 pm ET.
Learn more and register today

Zoom Offers Encryption for All Users

Videoconferencing company Zoom will now offer end-to-end encryption to customers of both its free and premium services, a reversal of its decision to restrict access for some users.

Robotic Process Automation Comes to HR

With robotic process automation, HR staffers can have more time to do what they do best: use their consulting and human engagement skills to help line managers make better people decisions and improve the quality of the employee experience.

Staffing Agencies Not Liable for Alleged Workplace Bias by Client Company

Two staffing agencies could not be held liable for a client company's alleged discriminatory failure to promote two black employees because the agencies were not involved in the decision-making regarding promotions, a California appeals court ruled.

SHRM WEBCASTS COMING SOON

The New Employee Experience: How Communications Creates a World Where You Can Belong and Work Anywhere

June 24, 2 p.m. ET / 11 a.m. PT

Sponsor: Poppulo

In this webcast, we will tackle the new challenge of strengthening belonging no matter where employees work. We will share how to change your mindset and ways of working, including viewing your employees as customers so that you can create connections, engagement and accountability. You will learn practical ways to clarify and embed your mission and values, democratize your culture, and empower your managers and employees to co-create the new workplace, which will likely consist of a hybrid model of onsite and remote work.

How to Foster Culture Continuity During the 3 Phases of Crisis Recovery

June 30, 2 p.m. ET / 11 a.m. PT

Sponsor: Achievers

In this webcast, we will explore practical solutions to influence employee motivation and enhance job performance during crisis recovery. We will examine the three phases of recovery and the importance of distinguishing between the two types of employee performance during disruptive conditions, along with the concept of culture continuity, its current relevance and the roadmap to get there.

Back to Business: Safely Returning to the Workplace

June 30, 3 p.m. ET / noon PT

Sponsor: AlertMedia

The decisions of when and how to reopen are critical to ensuring the success of your business, the safety of your employees, and the well-being of the customers you serve. In this webcast, you'll receive guidance on safely returning to the office, staying in compliance with local and national laws, overcoming obstacles during the reopening process, and implementing technology solutions for maintaining employee safety.

Workforce Safety During COVID-19: Navigating the Return of Your Employees to the Workplace

July 9, noon ET / 9 a.m. PT

Sponsor: Appian

In the wake of the COVID-19 pandemic and after months of many employees being absent from a physical workspace, organizations are now having to draft and enact a return-to-work plan that promotes both employee safety and productivity while also reducing risk. In this webcast, we will discuss determining which employees can return to the office safely and at scale, managing diverse government regulations as they apply to your global workforce, building flexible solutions for continuously changing circumstances, and more.

HR JOB OF THE DAY

Need to hire highly qualified HR candidates or looking to move your own HR career forward? SHRM HR Jobs can help you reach your goals by connecting top employers with premier HR professionals. Now more user-friendly and with new features added, like the ability to filter candidates by SHRM credentials. Visit SHRM HR Jobs to learn more.

- **HR Generalist** - Pentair - Moorpark, Calif.

USEFUL LINKS

- Try Again on This HR Quiz: How Can Implementing ATS Software Help Your Business?
- SHRM webcast on June 30: How to Foster a Wellness Culture That Works for Employers
- Fix your hiring headaches by using the SHRM Talent Assessment Center.

FEATURED WHITE PAPER



Your Next Hire Could Earn You a Tax Break

OFFERED BY: HEARTLAND

Are you screening all your job candidates for the work opportunity tax credit (WOTC) program? If not, you may be missing out on thousands of dollars in potential savings per employee. Whether you're already familiar with WOTC or you've never heard of it until now, we'll walk you

through everything you need to know to start participating in this valuable program.

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Exhibit 3



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'We Must Never Give Up'

◆ The star speaks from the heart about racial
injustice, the world he wants for his son
& his hopes for a nation seeking change

June 29, 2020



If you purchased the prescription drugs Thalomid or Revlimid, your rights may be affected, and you could get a payment from a new \$34 million class action settlement.

A new (March 2020) settlement has been reached with Celgene Corporation ("Celgene") in a class action lawsuit about whether it acted to keep generic versions of Thalomid and Revlimid off the market. Celgene denies all of the claims in the lawsuit. The Plaintiffs and Celgene have agreed to the settlement to avoid the cost and risk of a trial.

Who's Included? The settlement includes people and entities who paid for some or all of the purchase price of Thalomid or Revlimid in any form before May 20, 2020, in California, the District of Columbia, Florida, Kansas, Maine, Massachusetts, Michigan, Nebraska, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or Tennessee, for personal use or for their families, or their members, employees, insureds, participants, or beneficiaries ("Settlement Class Members").

There are two groups included in the settlement: consumers and third-party payors ("TPPs").

What Does the Settlement Provide? A \$34 million Settlement Fund has been established by Celgene. After deducting Court-approved attorneys' fees and expenses, and the costs of settlement notice and administration, portions of the net Settlement Fund will be made available to consumer Settlement Class Members, and portions of the net Settlement Fund will be made available to TPP Settlement Class Members. These amounts will be based on Plaintiffs' expert's damages calculations. Payments will be based on the total amount of money spent on qualifying Thalomid and Revlimid prescriptions and the total number of claims filed. Consumers will receive their share of the consumer portion of the net Settlement Fund in proportion to their total dollars spent.

How Do You Get a Payment? If you submitted a claim to participate in the 2019 class action settlement with Celgene, you do not need to, but you can, submit a Supplemental Claim Form for additional purchases made from August 1, 2019 to May 20, 2020. Otherwise, you must submit a Claim Form by **October 15, 2020**. Claims may be submitted online or downloaded for mailing at www.ThalomidRevlimidLitigation.com. Claim Forms and instructions are also available by calling 1-866-446-1551 or by writing to *In re Thalomid and Revlimid Antitrust Litigation* Settlement Administrator, P.O. Box 43143, Providence, RI 02940-3143.

Your Other Options. If you are included in the settlement and do nothing, your rights will be affected and you won't get a payment (unless you previously submitted a Claim Form). If you don't want to be legally bound by the settlement, you must exclude yourself from it by **September 15, 2020**. Unless you exclude yourself, you won't be able to sue or continue to sue Celgene for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by **September 15, 2020**. More information about these options is in the detailed notice available at www.ThalomidRevlimidLitigation.com.

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People picks



MOVIE | Miss Juneteenth

DRAMA When she was a girl, Turquoise (Nicole Beharie) won the Miss Juneteenth pageant—part of her Texas community's celebration of the African-American holiday—but none of her dreams came true.

Now she's determined that her daughter Kai (Alexis Chikaeze) gain the crown. This is a really lovely film, full of quietly incisive moments. *(On demand June 19, unrated)*

HULU | Taste the Nation with Padma Lakshmi

DOCUSERIES Lakshmi is the gracious and inquisitive host of this exploration of the roots of American cooking and eating. The first of 10 episodes finds her in El Paso noshing on one of her favorite foods, the burrito. Regarding the grand theme of assimilation—its tensions and fruits—she comments: "That push and pull, my friends, is America." *(Launches June 18)*



For more on Lakshmi, see page 115.

Watch These Pride Classics!



Moonlight
NETFLIX | DRAMA
Director Barry Jenkins's film is the poetic story of a gay African-American's troubled coming of age. Three Oscars, including Best Picture and Supporting Actor (Mahershala Ali).



Carol
ITUNES | DRAMA
Therese (Rooney Mara) develops a romantic relationship with older, married Carol (Cate Blanchett—both actresses were Oscar nominees). Powerful, seductive, taut.



Before Night Falls
AMAZON | DRAMA
In this beautiful and often dream-like film, Oscar-nominated Javier Bardem plays Reinaldo Arenas, the acclaimed but persecuted gay Cuban writer who died in exile in 1990.

Exhibit 4

In re Thalomid / Revlimid Antitrust Settlement II : 300x250

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Medical examiner rules George Floyd death a homicide

Authorities in Minnesota said Monday that George Floyd's death was a homicide that occurred while he was being restrained by law enforcement. Independent autopsy results

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If you purchased the prescription drugs **THALOMID** or **Revlimid**, you could get a payment from a **new \$34 million class action settlement.**

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www.ThalomidRevlimidLitigation.com

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In re Thalomid / Revlimid Antitrust Settlement II : 300x600

Placement : FoxNews.com

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Sen. Tim Scott on civil unrest: Need people leaning in with compassion, not pointing fingers

Trump leaves WH on foot to visit St. John's Church amid protests

Independent autopsy shows George Floyd died from 'asphyxia'

Alveda King: Our skin colors are supposed to help us appreciate each other, not oppress each other

Is it time to federalize the National Guard?

LOOTERS RETURN

Cities see growing unrest again amid stronger National Guard response, curfews

Trump vows to mobilize federal resources in address to nation, makes surprise trip to church that caught fire

St. John's Church rector on aftermath of fire, impromptu Trump visit: 'Like I'm in some alternative universe'

Obama lays out ideas for 'real change' following George Floyd protests, criticizes looting and vandalism

PBS reporter faces backlash for telling Trump there's 'no evidence' that anarchists appeared at protests

SLIDESHOW: Photos from George Floyd protests around the world

Sen. Tim Scott praises Trump's 'heartfelt' Rose Garden remarks, says reparations not 'the right approach'

Seattle cop removes fellow officer's knee from neck of man detained amid looting, video shows

California liquor store owner uses AR-15 to protect his property from looters in George Floyd unrest

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In re Thalomid / Revlimid Antitrust Settlement II : 300x600

Placement : Health.com



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Migraine

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PURPOSE and SAFETY SUMMARY AdChoices

Important Facts About Emgality[®] (em-GAL-it-ē) injection. Also known as galcanezumab-gnlm.

Emgality is a prescription medicine used for the preventive treatment of migraine in adults. The medicine comes in a prefilled pen or syringe and is taken once a month.


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Placement : HealthyGem.com (via Goodway Group Network)

Myths And Facts About Boosting

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In an effort not to get sick, many people seek out ways to strengthen their immunity. Since researchers don't fully understand the immune system, many "immune-boosting" tactics have little to no scientific backing. They're myths, not facts.

To enhance your immune system, you'll have to debunk the myths and learn the facts. Learn the truth—and fiction—about immune-boosting diets. See whether a fever helps or harms your body's immunity, and understand what role sleep plays. You can help improve your health by reading these immune system myths and facts.

Coming up: daily vitamins can do more harm than good.

MYTH: Exercise Worsens The Immune System

Some health websites assert that exercise weakens the immune system, but science says the opposite. A 2018 study concluded that working out lowers your risk of viral and bacterial infections, according to *Frontiers in Immunology*. Moderate exercise makes your body stronger overall.

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POLITICS

Rush Limbaugh Tells Breakfast Club: 'I Don't Feel Like I'm A White Supremacist'

The show's host called Limbaugh "delusional" after his guest termed white privilege "a liberal, political construct."

BY DAVID MOYE


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Owner Whose Store Called 911 On George Floyd: 'I Wish The Police Were Never Called'



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Lawmakers Begin Bipartisan Push to Cut Off Police Access to Military-Style Gear
The New York Times

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Louisville police chief fired after law enforcement kills restaurant owner
top The Washington Post

Scammers cashing in on unemployment claims
USA TODAY

Spurs' Popovich hammers Trump in fiery statement
Yahoo! Sports

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Ad The Simple Dollar

Lennie Niehaus, jazz player and composer for Clint Eastwood films, dies at 90
Variety

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Microsoft News

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CNN

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In re Thalomid / Revlimid Antitrust Settlement II : 728x90

Placement : Parents.com (via Goodway Group Network)

The screenshot shows the Parents.com website. At the top, there is a banner for a class action settlement for Thalomid or Revlimid. Below this is the Parents.com logo and navigation links. The main content area features a 'Health' section with a sub-header 'HOME — Health' and a 'Share' button. The article title is 'Health' and the text describes the importance of a child's health. Below the article is a row of category buttons: VACCINES, SUN CARE, STOMACH ACHES, SPECIAL NEEDS NOW, SPECIAL NEEDS, SORE THROAT, and RASH. The 'RASH' button is highlighted with a right arrow. To the right of the article is a Microsoft Surface Go 2 advertisement, which includes the text 'New Surface Go 2', 'Perfectly portable', and a 'Buy now' button.

In re Thalomid / Revlimid Antitrust Settlement II : 300x250

Placement : People.com

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THE LATEST




Ramona Singer Opens Up About Love Life: 'I Want a True Partner & I'm Not Gonna Settle'

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uncategorized // 43 minutes ago



George Floyd's Death Was a Homicide, Says Medical Examiner in Latest Report

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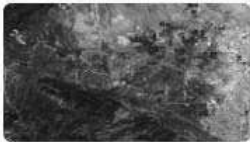


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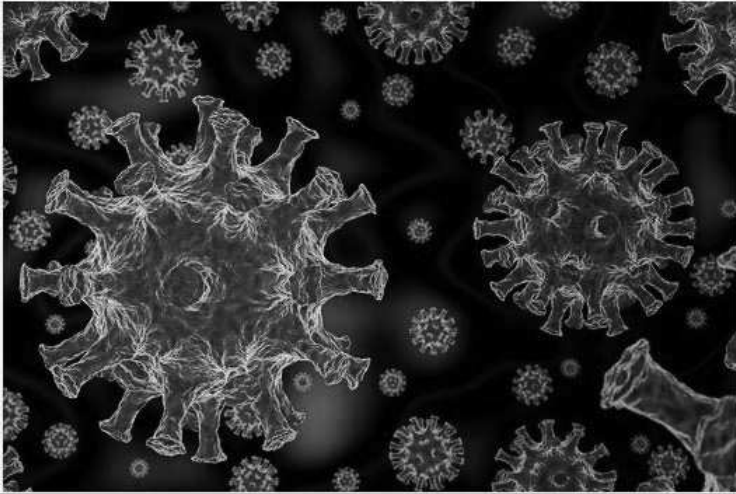
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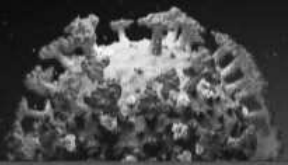
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More: Confusion Persists Over COVID-19 Testing Numbers
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Coronavirus: Essential Facts





Coronavirus:

What you should know

In re Thalomid / Revlimid Antitrust Settlement II : Newsfeed Ad

Placement: Facebook.com

The screenshot displays a Facebook newsfeed interface. On the left is a sidebar with navigation options: News Feed, Messenger, Watch, Marketplace, and Shortcuts. Below these are 'Explore' links for COVID-19 Information, Pages, Events, Groups, and Fundraisers. The main newsfeed area features a sponsored advertisement titled 'Thalomid and Revlimid Antitrust Litigation'. The ad includes a close button, a 'Sponsored (demo)' label, and a text message: 'If you purchased the prescription drugs Thalomid or Revlimid, you could get a payment from a NEW \$34 million class action settlement. File a Claim.' The ad image shows blister packs of capsules. Below the image is the URL 'WWW.THALOMIDREVLIMIDLITIGATION.COM', the title 'Thalomid and Revlimid Antitrust Litigation', and a brief description: 'This website has been established to provide general...'. Interaction buttons for 'Like', 'Comment', and 'Share' are visible. To the right of the ad is a blurred sponsored post. At the bottom of the newsfeed, a post from 7 hours ago is partially visible, featuring a black and white portrait of Donald Trump. The right-hand footer contains language options (English, Spanish, Portuguese, French, German), links for Privacy, Terms, Advertising, Ad Choices, Cookies, and More, and the copyright notice 'Facebook © 2020'.

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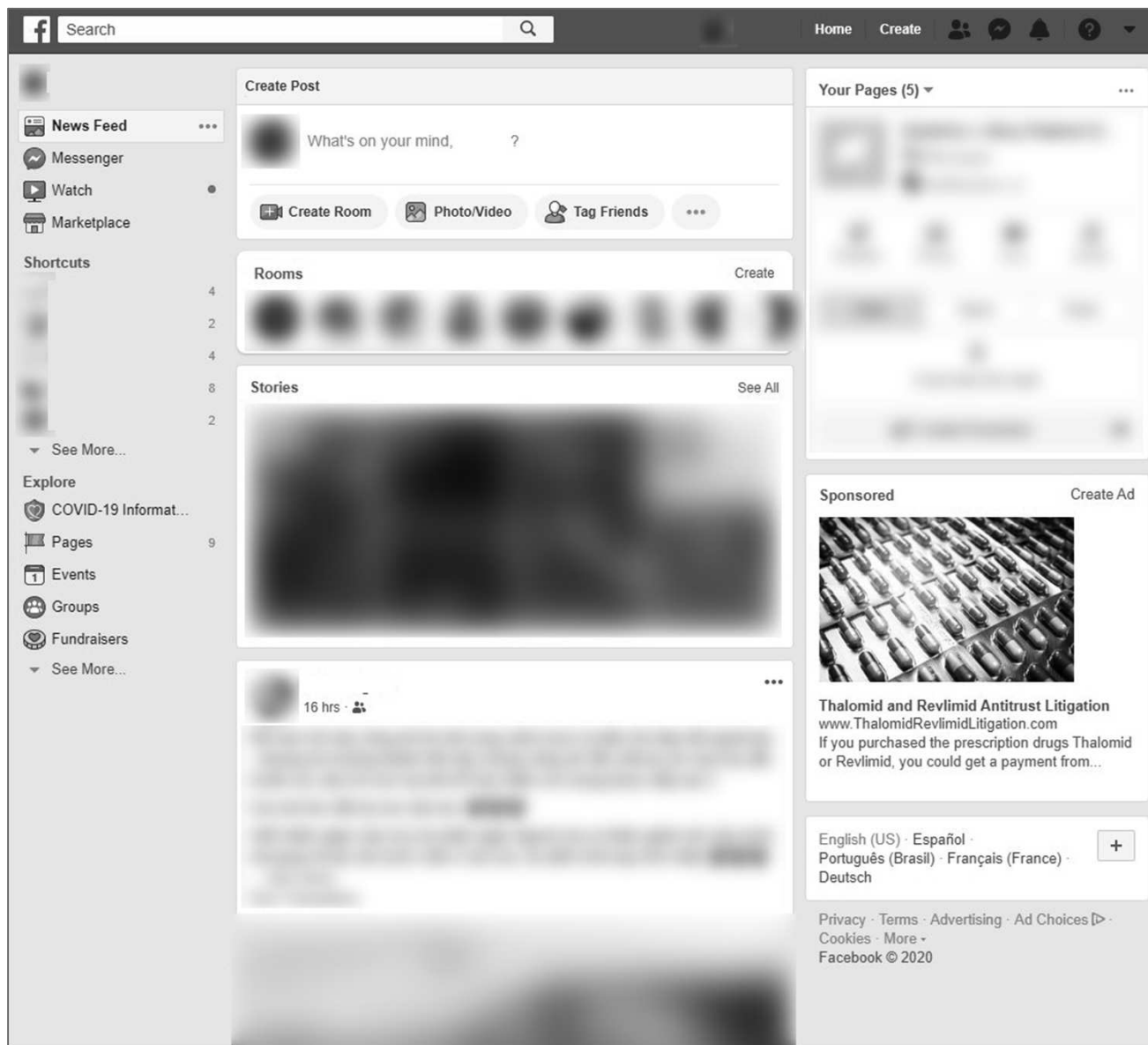
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In re Thalomid / Revlimid Antitrust Settlement II : Desktop Right-Column Ad

Placement: Facebook.com



In re Thalomid / Revlimid Antitrust Settlement II : Mobile Newsfeed Ad

Placement: m.facebook.com



**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

**IN RE THALOMID AND REVLIMID
ANTITRUST LITIGATION**

Civ No. 14-6997 (MCA)(MAH)

**DECLARATION OF RITESH PATEL
IN CONNECTION WITH IMPLEMENTATION OF CAFA NOTICE**

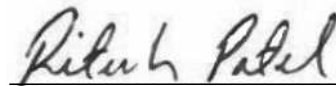
I, Ritesh Patel, hereby declare as follows:

1. My name is Ritesh and I make this declaration in Montgomery County, Pennsylvania. The statements that follow are all made of my personal knowledge.
2. I am a Manager in the consulting division of RSM US LLP (“RSM”), a nationwide provider of audit, tax, and consulting services with more than 90 offices across the country. RSM has provided a variety of services to the legal profession including class action administration services. Since 1975, RSM has administered a variety of class action settlements ranging from 50 class members to over 20 million class members.
3. RSM’s class action administration services include coordination of notice requirements, document design, notice fulfillment services, coordination with the United States Postal Service, settlement website development and maintenance, dedicated phone lines with recorded information for Class Members and live operator availability, receipt and processing of opt-outs, management of claims databases, claims adjudication, funds management, and award calculations and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of business by RSM personnel and sub-contracted vendors.
5. At the direction of counsel for the Defendant Celgene, 57 officials, which included the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia and the United States Territories were identified to receive the CAFA notice.
6. On April 10, 2020, RSM coordinated the mailing of 57 CAFA Notice Packages (“Notice”). The Notice was mailed by certified mail to 56 officials, including the Attorneys General of each of the 50 states, the District of Columbia and the United States Territories. The Notice was also sent by United Parcel Service (“UPS”) to the Attorney General of the United States. The CAFA Notice Service List (USPS Certified Mail and UPS) is included hereto as Attachment 1.
7. The materials sent to the Attorneys General included a cover letter, which provided notice of the proposed settlement of the above-captioned case. The cover letter is included hereto as Attachment 2.
8. The cover letter was accompanied by a CD, which included the following:
 - a. Complaint, International Union of Bricklayers and Allied Craft Workers Local 1 Health Fund, individually and on behalf of all others similarly situated v. Celgene Corporation, 2:14-cv-06997-KSH-CLW (D.N.J.), dated November 7, 2014 (Dkt. No. 1) (Attachment 1-A);
 - b. Complaint, City of Providence, individually and on behalf of all others similarly situated v. Celgene Corporation, 2:15-cv-01605-KSH-CLW (D.N.J.), dated March 3, 2015 (Dkt. No. 1) (Attachment 1-B)

- c. Consolidated Amended Complaint, In re Thalomid and Revlimid Antitrust Litigation., 2:14-cv-06997-MCA-MAH (D.N.J.), dated August 1, 2017 (Dkt. No. 143) (Attachment 1-C)
- d. Proposed Settlement (Attachment 2)
- e. Related pleadings in the case.

I declare under penalty of perjury pursuant to the laws of the United States that the foregoing is true and correct, executed on May 18, 2020 in Blue Bell, PA.

A handwritten signature in black ink, appearing to read "Ritesh Patel", is written over a horizontal line.

Ritesh Patel

Attachment 1

CAFA Notice Service List

USPS Certified Mail

Company	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Kevin G Clarkson	PO Box 110300		Juneau	AK	99811
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36130
Office of the Attorney General	Leslie Carol Rutledge	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Mark Brnovich	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Law Section	455 Golden Gate Ave Ste 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway 10th Fl	Denver	CO	80203
Office of the Attorney General	William Tong	55 Elm St		Hartford	CT	06106
Office of the Attorney General	Karl A. Racine	441 4th St NW	Suite 1100 South	Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Office Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Ashley Moody	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Clare E. Connors	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Thomas J Miller	1305 E Walnut St		Des Moines	IA	50319
Office of the Attorney General	Lawrence G Wasden	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	100 W Randolph St		Chicago	IL	60601
Indiana Attorney General's Office	Curtis T Hill Jr	Indiana Government Center South	302 W Washington St 5th Fl	Indianapolis	IN	46204
Office of the Attorney General	Derek Schmidt	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Daniel Cameron	700 Capitol Avenue	Suite 118	Frankfort	KY	40601
Office of the Attorney General	Jeff Landry	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Maura Healey	1 Ashburton Pl		Boston	MA	02108
Office of the Attorney General	Brian E. Frosh	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO Box 30212		Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St	Suite 1400	St Paul	MN	55101
Missouri Attorney General's Office	Eric Schmitt	207 West High Street	PO Box 899	Jefferson City	MO	65102
MS Attorney General's Office	Lynn Fitch	Walter Sillers Bldg	550 High St Ste 1200	Jackson	MS	39201
Office of the Attorney General	Tim Fox	Department of Justice	PO Box 201401	Helena	MT	59620
Attorney General's Office	Josh Stein	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Wayne Stenehjem	State Capitol	600 E Boulevard Ave Dept 125	Bismarck	ND	58505
Nebraska Attorney General	Doug Peterson	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	Gordon MacDonald	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Gurbir S Grewal	25 Market Street	P.O. Box 080	Trenton	NJ	08625
Office of the Attorney General	Hector Balderas	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Aaron Ford	100 N Carson St		Carson City	NV	89701
Office of the Attorney General	Letitia James	The Capitol		Albany	NY	12224
Office of the Attorney General	Dave Yost	30 East Broad Street	14th Floor	Columbus	OH	43215
Office of the Attorney General	Mike Hunter	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Ellen F Rosenblum	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Josh Shapiro	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Jason Ravnsborg	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Herbert H. Slatery III	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	300 W 15th St		Austin	TX	78701
Office of the Attorney General	Sean D. Reyes	PO Box 142320		Salt Lake City	UT	84114
Office of the Attorney General	Mark R. Herring	202 North Ninth Street		Richmond	VA	23219
Office of the Attorney General	TJ Donovan	109 State St		Montpelier	VT	05609
Office of the Attorney General	Bob Ferguson	800 Fifth Avenue	Suite 2000	Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	Patrick Morrissey	State Capitol Complex	Bldg 1 Room E 26	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	2320 Capitol Avenue		Cheyenne	WY	82002
Department of Legal Affairs	Mitzie Jessop Taase	Executive Office Building 3rd Floor	PO Box 7	Utulei	AS	96799
Attorney General Office of Guam	Leevin T Camacho	Administration Division	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	Administration Bldg	PO Box 10007	Saipan	MP	96950
United States Attorney's Office	Dennise N. Longo Quinones	Torre Chardón Suite 1201	350 Carlos Chardón Street	San Juan	PR	00918
Department of Justice	Denise N. George	34-38 Kronprindsens Gade	GERS Bldg 2nd Fl	St Thomas	VI	00802

CAFA Notice Service List

UPS

Company	FullName	Address1	Address2	City	State	Zip
US Department of Justice	William Barr	950 Pennsylvania Ave NW		Washington	DC	20530

Attachment 2

LAW OFFICES
WILLIAMS & CONNOLLY LLP
725 TWELFTH STREET, N.W.
WASHINGTON, D. C. 20005-5901
(202) 434-5000
FAX (202) 434-5029

JOHN E. SCHMIDTLEIN
(202) 434-5901
jschmidtlein@wc.com

EDWARD BENNETT WILLIAMS (1920-1988)
PAUL R. CONNOLLY (1922-1978)

April 10, 2020

VIA PRIORITY MAIL

The Attorney General of the United States
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530-0001

The State Attorneys General and other
“appropriate state officials” as defined by 28 U.S.C. § 1715(a)(2)
(Identified on the attached Distribution List)

In re Thalomid and Revlimid Antitrust Litigation, Case No. 14-6997 (MCA) (MAH) (D.N.J.)

Dear Sir/Madam:

I write on behalf of Celgene Corporation (“Celgene”) in relation to the above-referenced action currently pending in the United States District Court for New Jersey (the “Action”). Pursuant to 28 U.S.C. § 1715 (“CAFA”), Celgene hereby provides notice that a motion for preliminary approval of a settlement between Celgene and Indirect Purchaser Plaintiffs (“IPPs”) in the Action was filed on April 3, 2020.

The proposed Indirect Purchaser Settlement Class (“IPP Class”) consists of:

All persons or entities who purchased and/or paid for some of all of the purchase price of Thalomid or Revlimid in any form, before the Preliminary Approval Date in California, the District of Columbia, Florida, Kansas, Maine, Massachusetts, Michigan, Nebraska, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or Tennessee, for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries.

Excluded from the Indirect Purchaser Settlement Class are defendant Celgene, and its officers, directors, management, employees, parents, subsidiaries, or affiliates; all federal or state governmental entities, except cities, towns, or municipalities with self-funded prescription drug plans; all persons or entities who only

WILLIAMS & CONNOLLY LLP

April 10, 2020

Page 2

purchased Revlimid or Thalomid for purposes of resale directly from Celgene or its affiliates; the entities on Attachment A to the Settlement Agreement; fully insured health plans; stop-loss insurers; and the judges in this Action and any members of their immediate family.

Enclosed please find a CD with copies of:

1. 28 U.S.C. § 1715(b)(1): Complaints
 - a. Complaint, *International Union of Bricklayers and Allied Craft Workers Local 1 Health Fund, individually and on behalf of all others similarly situated v. Celgene Corporation*, 2:14-cv-06997-KSH-CLW (D.N.J.), dated November 7, 2014 (Dkt. No. 1) (Attachment 1-A)
 - b. Complaint, *City of Providence, individually and on behalf of all others similarly situated v. Celgene Corporation*, 2:15-cv-01605-KSH-CLW (D.N.J.), dated March 3, 2015 (Dkt. No. 1) (Attachment 1-B)
 - c. Consolidated Amended Complaint, *In re Thalomid and Revlimid Antitrust Litigation.*, 2:14-cv-06997-MCA-MAH (D.N.J.), dated August 1, 2017 (Dkt. No. 143) (Attachment 1-C)
2. 28 U.S.C. § 1715(b)(3): Proposed Notifications to Class Members. Counsel for the proposed IPP Class has informed the District Court that, following preliminary approval of the settlement, they will file on the above-referenced docket a proposed form of notice.
3. 28 U.S.C. § 1715(b)(4)–(5): Proposed Settlement (Attachment 2)

Celgene also provides the following information:

4. 28 U.S.C. § 1715(b)(2): Notice of Scheduled Judicial Hearings. As of April 10, 2020, there are no scheduled hearings with respect to Plaintiffs' motion for preliminary approval of the settlement in *In re Thalomid and Revlimid Antitrust Litigation*, 2:14-cv-06997 (D.N.J.).¹
5. 28 U.S.C. § 1715(b)(7): Class Members and Proportionate Share. Counsel for the proposed Indirect Purchaser Settlement Class have not, to date, identified any data as to the number of class members residing in each state or the estimated proportionate share of the claims of such members to the settlement.

¹ Per a docket entry dated April 6, 2020, the motion for preliminary approval is "set for 5/4/2020 before Judge Madeline Cox Arleo. Unless otherwise directed by the Court, this motion will be decided on the papers and no appearances are required."

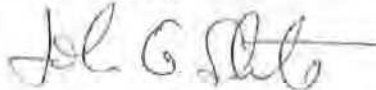
WILLIAMS & CONNOLLY LLP

April 10, 2020

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6. 28 U.S.C. § 1715(b)(8): Judicial Opinions. There is no written judicial opinion issued in this action relating to the materials described in 28 U.S.C. § 1715(b)(3)–(6).

Sincerely,

A handwritten signature in dark ink, appearing to read "John E. Schmidtlein", with a long horizontal flourish extending to the right.

John E. Schmidtlein
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Washington, DC 20005
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jschmidtlein@wc.com

Counsel for Celgene Corporation

Enclosures

**CAFA Notice
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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

**IN RE THALOMID AND REVLIMID
ANTITRUST LITIGATION**

Civ. No. 14-6997 (MCA) (MAH)

[PROPOSED] ORDER

Upon consideration of Plaintiffs’ Motion for Final Approval of Class Action Settlement (the “Motion”), and the materials filed in support thereof, and having held a Fairness Hearing on September 30, 2020, and having considered all of the submissions and arguments with respect to the Settlement Agreement (ECF No. 312-3), and otherwise being fully informed, and good cause appearing therefore,

IT IS THIS _____ day of September, 2020,

ORDERED AS FOLLOWS:

1. This Order incorporates the Settlement Agreement (ECF No. 312-3), the Orders Granting Preliminary Approval of Class Settlement (ECF Nos. 316, 318), and the Order Granting Plaintiffs’ Unopposed Motion to Distribute Notice to the Settlement Class, Appoint Notice and Claims Administrator, and For Approval of the Plan of Allocation (ECF No. 314). Unless otherwise provided, the terms

defined in the Settlement Agreement and Orders referenced herein have the same meanings for purposes of this Order.

2. The Court has jurisdiction over this action and all parties thereto, including, but not limited to, all Class members, for all matters relating to this action and the Settlement Agreement, including, without limitation, the administration, interpretation, effectuation, or enforcement of the Settlement Agreement and this Order.

3. On May 20, 2020, this Court entered an Order: preliminarily approving the Settlement Agreement; finding that the prerequisites for class certification have been met, and it will likely be able to certify the Settlement Class for settlement purposes only after the Fairness Hearing; appointing Plaintiffs International Union of Bricklayers and Allied Craft Workers Local 1 Health Fund, the City of Providence, International Union of Operating Engineers Local 39 Health and Welfare Trust Fund, The Detectives' Endowment Association, New England Carpenters Health Benefits Fund, and David Mitchell as class representatives on behalf of the Settlement Class; appointing Co-Lead Counsel as Settlement Class Counsel; and appointing Huntington National Bank as Escrow Agent for the Settlement. ECF No. 316.

4. The Settlement Class is defined as:

All persons or entities who purchased and/or paid for some or all of the purchase price of Thalomid or Revlimid in any form, before the

preliminary approval date (May 20, 2020), in California, the District of Columbia, Florida, Kansas, Maine, Massachusetts, Michigan, Nebraska, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or Tennessee, for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, but excluding the following:

- a. Celgene and its officers, directors, management, employees, subsidiaries, or affiliates;
- b. All federal or state governmental entities, except cities, towns, or municipalities with self-funded prescription drugs plans;
- c. All persons or entities who only purchased Revlimid or Thalomid for purposes of resale directly from Celgene or its affiliates;
- d. The entities on Attachment A to the Settlement Agreement;
- e. Fully insured health plans;
- f. Stop-loss insurers; and
- g. The judges in this case and any members of their immediate families.

See ECF No. 318 at ¶ 3.

5. On May 20, 2020, this Court entered an Order approving the Plan of Notice Distribution, Plan of Allocation, appointing KCC, LLC as Notice and Claims Administrator, establishing several deadlines, and scheduling the Fairness Hearing for September 30, 2020. ECF No. 314.

6. The record shows, and the Court finds, that notice has been disseminated to the Class in substantially the manner approved by the Court in its May 20, 2020 Order. The Court finds that: (i) this constitutes the best notice practicable to the Class under the circumstances; (ii) the notice was reasonably calculated, under the circumstances, to apprise the Class of the pendency of the action and the terms of the Settlement Agreement, their right to exclude themselves from the Settlement or to object to any part thereof, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Settlement on all persons who do not exclude themselves from the Settlement; (iii) the notice was adequate and sufficient to all persons or entities entitled to receive notice; and (iv) the notice fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23, and any other applicable law.

7. Due and adequate notice of the proceedings having been given to the Settlement Class and a full opportunity having been offered to Settlement Class members to participate in the Fairness Hearing, it is hereby determined that all Settlement Class members, except those who validly opted-out, are bound by the terms of this Order.

8. The Court further finds that Defendant Celgene Corporation (“Celgene”) provided notice of the Settlement Agreement to the appropriate state

and federal government officials pursuant to 28 U.S.C. § 1715, and the requisite 90 days for said officials to comment on or object to the Settlement has passed.

9. The Court finds that the Settlement Agreement resulted from extensive *bona fide* arm's-length, good faith negotiations between the Parties, through experienced counsel, and with the assistance of an experienced mediator.

10. Pursuant to Fed. R. Civ. P. 23, the Court finds that the prerequisites for a class action have been met and certifies for settlement purposes only the following class (the "Settlement Class"):

All persons or entities who purchased and/or paid for some or all of the purchase price of Thalomid or Revlimid in any form, before the preliminary approval date (May 20, 2020), in California, the District of Columbia, Florida, Kansas, Maine, Massachusetts, Michigan, Nebraska, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, or Tennessee, for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, but excluding the following:

- a. Celgene and its officers, directors, management, employees, subsidiaries, or affiliates;
- b. All federal or state governmental entities, except cities, towns, or municipalities with self-funded prescription drugs plans;
- c. All persons or entities who only purchased Revlimid or Thalomid for purposes of resale directly from Celgene or its affiliates;
- d. The entities on Attachment A to the Settlement Agreement;
- e. Fully insured health plans;

- f. Stop-loss insurers; and
- g. The judges in this case and any members of their immediate families.

11. The Court finds that certification of the Settlement Class is warranted because (a) the Settlement Class is so numerous that joinder is impracticable; (b) Plaintiffs' claims present common issues and are typical of the Settlement Class; (c) Plaintiffs and Settlement Class Counsel will fairly and adequately represent the Settlement Class; and (d) common issues predominate over any individual issues affecting the members of the Settlement Class. The Court further finds that Plaintiffs' interests are aligned with the interests of all other members of the Settlement Class. The Court also finds settlement of this action on a class basis superior to other means of resolving the matter.

12. Pursuant to Federal Rule of Civil Procedure 23(e), the Court hereby approves in all respects the Settlement Agreement and finds that it benefits the Settlement Class members. Accordingly, the Settlement Agreement shall be consummated in accordance with its terms and provisions.

13. The Court finds that the Settlement is fair, reasonable, and adequate in light of the factors set forth in *Girsh v. Jepsen*, 521 F.2d 153 (3d Cir. 1975), and the additional factors set forth in *In re Prudential Ins. Co. of Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283 (3d Cir. 1998).

IT IS HEREBY ADJUDGED AND DECREED PURSUANT TO
FEDERAL RULE OF CIVIL PROCEDURE 58 AS FOLLOWS:

14. Having found the Settlement to be fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23 as to Settlement Class members, and that due, adequate, and sufficient notice has been provided to all persons or entities entitled to receive notice satisfying the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23, and any other applicable law, the Settlement shall be consummated in accordance with its terms as set forth in the Settlement Agreement.

15. This Court retains exclusive jurisdiction over the Settlement, including its administration and consummation.

IT IS SO ORDERED this __ day of _____, 2020.

BY THE COURT:

Hon. Madeline Cox Arleo
United States District Judge