

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

If You Purchased (Not for Resale) Prograf, You May Be Entitled to Money from a Class Action Settlement

*This Notice is being provided by Order of the U.S. District Court.
It is not a solicitation from a lawyer. You are not being sued.*

The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to alert you to the existence of a class action lawsuit called *In re Prograf Antitrust Litigation*, Civil Action No. 1:11-cv-02242-RWZ (“Action”) pending in the United States District Court for the District of Massachusetts (“the Court”) against Astellas Pharma US, Inc. (“Defendant” or “Astellas”). Plaintiffs in the lawsuit claim that Defendant violated state antitrust, unfair competition, consumer protection, and unjust enrichment laws in Arizona, California, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, West Virginia, and/or Wisconsin (the “Class States”), by unlawfully delaying the availability of allegedly less expensive generic versions of the immunosuppressant prescription drug Prograf (known as tacrolimus) into the United States market. Plaintiffs allege that Defendant’s conduct caused some consumers and third party payors (discussed below) to pay too much for Prograf (tacrolimus) in the Class States during the period from September 3, 2008 to December 31, 2010 (also referred to as the “Class Damage Period”). Defendant denies that it violated any laws or delayed generic Prograf from entering the market.

This lawsuit does not claim that Prograf is unsafe or ineffective.

A SETTLEMENT CLASS HAS BEEN CERTIFIED

This Notice is also to inform you that a settlement with the Defendant has been reached pursuant to which Astellas will pay \$13,250,000.00 (the “Settlement”). The Court has preliminarily approved the Settlement, and the Settlement still requires the Court’s final approval. Further, the Court has certified a class of indirect purchasers of Prograf and its generic versions (the “Settlement Class”) only for purposes of the Settlement between Astellas and the Settlement Class. A “class” is simply a group of people and entities with a common interest in this case. (The Settlement Class certified for the Settlement involving indirect purchasers in the Action is different than a separate class of direct purchasers (drug wholesalers) that was certified by the Court in April 2013, in a related but separate case.)

The Settlement Class in this case could include you. You are a member of the Settlement Class if:

- As a Consumer, you purchased or paid for some or all of the purchase price for Prograf and/or its generic equivalent, between April 15, 2008 and December 31, 2010 (the “Class Period”), in Arizona, California, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, West Virginia, and/or Wisconsin in capsule form for consumption by yourself or a member of your family.
- As a Third Party Payor, you purchased or paid for some or all of the purchase price for Prograf and/or its generic equivalent, during the Class Period, in Arizona, California, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, West Virginia, and/or Wisconsin in capsule form for consumption by your members, employees, insureds, participants, or beneficiaries, and not for resale.

You are **NOT** a member of the Settlement Class in this case if:

- You are an individual Consumer, and during the Class Period, your insurance plan always required you to pay the same co-payment for a prescription regardless of whether it was a branded or generic drug; or
- You are an officer, director, manager, employee, subsidiary or affiliate of Astellas; or
- You are a Consumer whose only purchases of Prograf during the Class Damage Period were subsidized through Astellas’ Patient Assistance Program (PAP) and/or the Astellas Prograf Value Card program; or
- You are an immediate family member of the Judge in this Action; or
- You purchased Prograf and/or its generic equivalent during the Class Period for purposes of resale or you purchased Prograf directly from Astellas or its affiliates; or
- As a Third Party Payor, you were a fully insured health plan during the Class Period (*i.e.*, a plan that purchased insurance from another entity covering 100% of your plan’s reimbursement obligations to your members); or
- As a Third Party Payor, you were a governmental entity that is not a government-funded employee benefit plan during the Class Period; or

- You did not make any purchases of Prograf and/or its generic equivalent (whether as a Consumer or as a Third Party Payor) during the Class Period. As previously stated, "Class Period" in this case is any time between April 15, 2008 and December 31, 2010.

DECISION YOU MUST MAKE

(1) Stay in the Settlement Class. If you stay in the Settlement Class, you will be permitted to participate in the Settlement and file a claim for your *pro rata* share of the recovery. By doing so, you will release (and thereby have no further rights concerning) all claims you have against Defendant in connection with this lawsuit. You will also be bound by past and any future Court rulings on, or settlement of, the claims against Defendant, and cannot pursue your own claims against Defendant. If you stay in the Settlement Class, you can object to the Settlement.

OR

(2) Exclude Yourself From the Settlement Class. If you choose to exclude yourself from the Settlement Class (meaning you say in writing that you do not want to be in the Settlement Class), you will NOT be entitled to participate in the Settlement or share in the recovery. However, you will NOT: (a) release any claims you have against Defendant and are free to pursue them if you wish; (b) be bound by any past or future rulings against Defendant; and (c) be entitled to object to the Settlement. Once you are excluded, you are no longer a member of the Settlement Class affected by this Action and you may pursue your own claims against Defendant.

A SUMMARY OF YOUR RIGHTS AND CHOICES

Your legal rights are affected whether you act or don't act. Please read this notice carefully. Your rights and options – and the deadlines to exercise them – are explained in this Notice.

| You May: | Brief Explanation: | Due Date: |
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| 1. Do Nothing | You are automatically part of the Action if you fit the Settlement Class description. However, if you do not file a timely claim, you will not receive any payment from the Settlement. You will be bound by past and any future Court rulings, including rulings on the Settlement. See Below for More Information | N/A |
| 2. File a Claim | Submit a Claim Form This is the only way you will receive any payment from the Settlement. See Question 11 | December 6, 2016 |
| 3. Ask to Be Excluded | Get out of the Settlement Class and Settlement You may exclude yourself from the Settlement Class and keep your right to sue Defendant for these claims at your own expense. If you do so, you will not receive any payment from the Settlement of this Action. See Question 16 | September 8, 2016 |
| 4. Object to the Settlement | Object or comment on the Settlement. If you do not exclude yourself from the Settlement Class, you may object to or comment on the Settlement at the hearing set by the Court to determine whether it should approve the Settlement as fair to the Settlement Class. See Question 20 | October 21, 2016 |

**THESE RIGHTS AND OPTIONS
– AND THE DEADLINES TO EXERCISE THEM –
ARE EXPLAINED IN THIS NOTICE**

BASIC INFORMATION ABOUT THE LAWSUIT

1. Why Did I Get This Notice?

You received this Notice because you requested it or because records indicate that you might be a member of the Settlement Class. The lawsuit against Astellas is currently ongoing, and Astellas denies any wrongdoing. You are not being sued.

2. What is the Lawsuit About?

The Action is pending before Judge Rya W. Zobel for the United States District Court for the District of Massachusetts. The Action claims that Astellas violated state antitrust, unfair competition, consumer protection, and unjust enrichment laws of the Class States by unlawfully delaying the introduction of generic versions of the prescription drug Prograf into the United States market, causing injury to the Plaintiffs and some members of the Settlement Class by causing them to pay higher prices for Prograf than they would have paid for its generic versions. The Action claims that Astellas filed a baseless petition with the FDA, which delayed the FDA's approval of generic versions of Prograf. Plaintiffs argue that, as a result of its petition, Astellas willfully maintained monopoly power in a market for

tacrolimus in the United States, thereby maintaining the price of Prograf above competitive levels, resulting in overcharges to Plaintiffs and some members of the Settlement Class. Astellas denies these claims and denies that it did anything wrong. Astellas asserts that the petition it filed with the FDA properly requested that the FDA modify its policies concerning the testing required for the approval of generic versions of immunosuppressants and raised legitimate medical concerns about the substitutability of different versions of tacrolimus. Astellas asserts that these requests had scientific merit and reflected the concerns of the relevant medical community. Astellas asserts that it filed the petition with the FDA for appropriate reasons and that the petition is entitled to First Amendment protection. Astellas also denies that the petition delayed the market entry of generic versions of Prograf.

No Court or a jury has determined that any of the allegations against Astellas have been proven.

3. What is a Class Action Lawsuit?

In a class action lawsuit, one or more people (called “class representatives”) sue on behalf of themselves and other people who have similar claims. All of the people who have the right kind of claims form a “class” together, and after approval (or “certification”) of a class by the court, the court’s rulings apply to the class as a whole.

4. What Has Happened in this Action?

Extensive fact and expert discovery has been taken in this case. On June 10, 2014, the Court certified this Action under Fed. R. Civ. P. 23(c)(4) as an issue-specific class action lawsuit only to address the issue of Astellas’s alleged antitrust misconduct. Because the Court certified an issue-specific class (“Issue Class”), a trial in this Action would address only the question of whether Astellas violated the law and if so, the period of time during which the market for Prograf (tacrolimus) was impacted. If Plaintiffs were to prove that Astellas violated the law, individual Issue Class members would then have to file their independent lawsuits to prove that they were injured as a result of Astellas’s conduct and if so, by how much.

Astellas has appealed the Court’s certification of an Issue Class to the United States Court of Appeals for the First Circuit. The parties had fully briefed the appeal, held oral argument, and were awaiting a ruling from the Court of Appeals when they reached this Settlement. To facilitate settlement of this Action, the parties asked the Court to certify the Settlement Class under Fed. R. Civ. P. 23(b)(3) for settlement purposes only. The Court certified the Settlement Class on April 29, 2016. A full description of the “Settlement Class Members” – the Consumers and Third Party Payors who are part of the certified Settlement Class in this lawsuit – is provided in Questions 6 through 8 below.

5. Why is there a settlement with Defendant?

The Court did not decide in favor of either party to this Action. Instead, the lawyers for both sides of the lawsuit negotiated a Settlement, which they believe is in the best interests of their respective clients. The Settlement allows both sides to avoid the risks and cost of lengthy and uncertain litigation and the uncertainty of a trial and appeals, and permits Settlement Class Members to be compensated without undue delay. Plaintiffs and their attorneys think the Settlement is fair and in the best interests of Settlement Class Members.

The terms of the Settlement, which still requires final approval by the Court, are set forth in the written Settlement Agreement. The Settlement Agreement provides that Defendants will pay a total of \$13,250,000.00 (Thirteen Million Two Hundred Fifty Thousand Dollars and no/100), plus interest earned during escrow, in exchange for a release of all claims against the Released Parties (as defined in the Settlement Agreement) arising out of or related to the conduct alleged or that could have been alleged in the Action. The Settlement Agreement, including the full text of the release, is available for review at www.PrografIndirectPurchaserSettlement.com.

DETERMINING IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND WILL RECEIVE MONEY IN THE SETTLEMENT

6. I am an Individual Who Purchased or Paid for Prograf. How Do I Know if I am a Settlement Class Member?

As a **Consumer**, you are a member of the Settlement Class if:

- Between April 15, 2008 and December 31, 2010 (the “Class Period”), you purchased or paid for some or all of the purchase price for Prograf and/or its generic equivalent in Arizona, California, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, West Virginia, and/or Wisconsin in capsule form, for consumption by yourself or a member of your family.
- You are *NOT* a Settlement Class Member if:
 - During the Class Period, your insurance plan always required you to pay the same co-payment for a prescription regardless of whether it is a branded or generic drug; or
 - You are an officer, director, manager, employee, subsidiary or affiliate of Astellas; or
 - During the Class Period, you purchased Prograf directly from Astellas or its affiliates; or
 - During the Class Period, you purchased Prograf and/or its generic equivalent only for resale purposes; or

- During the Class Damage Period, your only purchases of Prograf were subsidized through Astellas' Patient Assistance Program (PAP) and/or the Astellas Prograf Value Card program; or
- You are an immediate family member of the Judge in this lawsuit.

7. How do I know if I am a Third Party Payor for the purposes of this case?

Third Party Payors include all health insurance companies, health maintenance organizations, health and welfare plans that make payments from their own funds, and other health benefit providers and entities with self-funded plans that contract with a health insurer or administrator to administer their prescription drug benefits.

Third Party Payors include such private entities that may provide prescription drug benefits for current or former public employees and/or public benefits programs, but – for the purposes of this Action – only to the extent that such a private entity purchased or paid for Prograf and/or its generic equivalent for consumption by its members, employees, insureds, participants, or beneficiaries during the Class Period.

For purposes of this definition, an entity “purchased” or “paid for” Prograf and/or its generic equivalent if it paid, or reimbursed someone who paid, some or all of the dispensing pharmacy’s price for such drug.

8. I am a Third Party Payor. How Do I Know if I am a Settlement Class Member?

As a **Third Party Payor**, you are a member of the Settlement Class if:

- Between April 15, 2008 and December 31, 2010 (the “Class Period”) you purchased or paid for some or all of the purchase price for Prograf and/or its generic equivalent in Arizona, California, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, West Virginia, and/or Wisconsin in capsule form for consumption by your members, employees, insureds, participants, or beneficiaries and not for resale.
- You are *NOT* a Settlement Class Member if:
 - During the Class Period, you were a fully insured health plan (*i.e.*, a plan that purchased insurance from another entity covering 100% of your plan’s reimbursement obligations to your members); or
 - During the Class Period, you were a government entity that is not a government-funded employee benefit plan; or
 - You are an officer, director, manager, employee, subsidiary or affiliate of Astellas; or
 - During the Class Period, you purchased Prograf directly from Astellas or its affiliates; or
 - During the Class Period, you purchased Prograf and/or its generic equivalent only for resale purposes.

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| THE SETTLEMENT BENEFITS – WHAT YOU GET |
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9. What Does the Settlement with the Defendant Provide?

Defendant has agreed to pay \$13,250,000.00 (Thirteen Million Two Hundred Fifty Thousand Dollars and no/100) as the Settlement Amount. In exchange, Plaintiffs and the Settlement Class Members will release Astellas from all claims that were brought or could have been brought in this Action, including antitrust, unfair competition, consumer protection, consumer fraud, and unjust enrichment claims. This Notice provides a summary of the release and the Settlement. All information related to the Settlement, including the full text of the release, is included in the Settlement Agreement, which is available at www.PrografIndirectPurchaserSettlement.com.

Defendant will deposit the Settlement Amount into an escrow account. The Settlement Amount plus interest earned in the escrow account, less taxes, costs and expenses associated with the administration of the escrow account is the “Settlement Fund.” The “Net Settlement Fund” is the amount of money available for distribution to the Settlement Class Members upon final Court approval of the Settlement. The Net Settlement Fund is the Settlement Fund less deductions for costs, fees and expenses including:

- Reasonable attorneys’ fees, costs and expenses approved by the Court (See Question No. 18 below);
- Any Court-approved incentive award to the Plaintiffs that served as class representatives in this Action (“Class Representatives”);
- Taxes payable on the Settlement Fund;
- Costs and expenses associated with administration of the Settlement; and

- Costs of notifying Settlement Class members, including the costs of printing and mailing this Notice and the cost of publishing newspaper notice.

The Net Settlement Fund will be divided among all Settlement Class Members whose claims for recovery have been allowed pursuant to the terms of the Settlement Agreement and who send in valid claim forms (“Authorized Claimants”).

10. How Much Will My Payment Be?

Your share of the Net Settlement Fund will depend on whether you are a Consumer or a Third Party Payor. The Court has preliminarily approved Class Counsel’s proposal that 35% of the Net Settlement Fund be distributed to Settlement Class members who are individual Consumers and 65% be distributed to Third Party Payor members of the Settlement Class (the “Allocation Agreement”). Further, at least 30 days before the Fairness Hearing (defined in Question 12 below), Class Counsel will propose a plan for final allocation of the Settlement Fund, including a method by which the Net Settlement Fund will be distributed among the Consumer members of the Settlement Class and among the Third Party Payor members of the Settlement Class (the “Allocation Plan”).

Your share of the Net Settlement Fund will depend on the amount of Prograf you purchased and/or the amount you paid for Prograf during the Class Damage Period of September 3, 2008 to December 31, 2010. If you did not purchase Prograf during the Class Damage Period, your share of the Net Settlement Fund may be zero. Generally, those who purchased or paid for more Prograf during the Class Damage Period will get a higher recovery.

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

Money from the Net Settlement Fund will only be distributed to Settlement Class members if the Court grants final approval of the Settlement.

11. How Can I Get a Payment?

To qualify for a payment, you must submit a claim form. A claim form is enclosed with this Notice. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it postmarked no later than December 6, 2016. You must also include documents evidencing your purchase(s) of Prograf and the price(s) paid.

12. When Will I Get a Payment?

The Court will hold a hearing on November 2, 2016, at 2:00 p.m. Eastern Time, to decide whether to approve the Settlement (the “Fairness Hearing”). If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. During the course of an appeal, interest will accrue on the Settlement Fund and will be included, *pro rata*, in the amount paid to the Settlement Class Members. It also takes time for all the claim forms to be processed. If there are no appeals and depending on the number of claims submitted, the Claims Administrator could distribute the Net Settlement Fund as early as nine months after the Fairness Hearing. Please be patient.

13. What Happens if the Settlement is Not Approved or is Terminated?

It is possible that the Court does not approve the Settlement or it may be terminated by one of the parties as outlined in the Settlement Agreement. If the Settlement is not approved, or is terminated, the certification of the Settlement Class will be vacated, and the Action will proceed as if the Settlement Agreement had not been entered into.

14. What Must I Decide as a Settlement Class Member?

You must decide whether to stay in the Settlement Class or ask to be excluded from it. If you do not want a payment from this Settlement, but you want to keep the right to sue or continue to sue the Defendant on your own about the same issues in this Action, then you must take steps to get out of the Settlement Class. This is called “excluding yourself” or is sometimes referred to as “opting out” of the Settlement Class.

15. How Do I Stay in the Settlement Class?

YOU DO NOT NEED TO DO ANYTHING NOW TO PARTICIPATE AS A MEMBER OF THE SETTLEMENT CLASS. You will be a member of the Settlement Class unless you ask to be excluded. If you do not exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit, if any, against the Defendant arising from the claims that were brought or could have been brought in this Action. All of the Court’s Orders in the Action will apply to you and legally bind you. You will also be bound by the Settlement with the Defendant, if the Court grants final approval and the final judgment is entered in the case.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS AND THE SETTLEMENT

16. How Do I Exclude Myself from the Settlement?

If you do not wish to remain a member of the Settlement Class, there are affirmative steps you must take to exclude yourself from the Settlement.

If you are a Consumer Class Member, you may exclude yourself from the Settlement by either: (1) filling out and submitting the “Opt-Out” form found on the Settlement website www.PrografIndirectPurchaserSettlement.com; or (2) filling out the “Opt-Out” form found at the end of this Notice (or otherwise provide a written request containing the same information), and sending it via U.S. Mail to the Claims Administrator at the address provided below no later than the post-mark date of September 8, 2016.

If you are a Third Party Payor Class Member, you must fill out and submit the “Opt-Out” form found on the Settlement website or at the end of this Notice (or otherwise provide a written request containing the same information), and sending it via U.S. Mail to the Claims Administrator at the address provided below no later than the post-mark date of September 8, 2016. Any Third Party Payor Class Member seeking exclusion from the Settlement must include the following information along with its Opt-Out:

- the entity name and address;
- the name of the entity representative;
- the name of this case, *In re Prograf Antitrust Litigation*, MDL No. 2242; Master File No. 1:11-cv-02242 RWZ;
- a statement, signed by an authorized representative, that you are a Settlement Class Member and wish to be excluded from the Settlement Class;
- data sufficient to establish your entity’s relevant Prograf purchases or payments and dates of such purchases or payments, measured in number of prescriptions, number of pills, and dollars paid for by you, and aggregated on a monthly basis for each of Prograf, and each Class State in which relevant purchases or payments were made.

A separate “Opt-Out” must be filed by each Third Party Payor electing to be excluded from the Settlement Class. Any Third Party Payor included in the Settlement Class that does not submit a valid “Opt-Out” and provide all necessary information and documentation will be bound by the terms of the Settlement.

Your “Opt-Out” must be sent to the Claims Administrator at the following address:

Prograf Indirect Purchaser Settlement - Exclusions
c/o GCG
P.O. Box 10112
Dublin, OH 43017-3112

You cannot exclude yourself by telephone or email. If you ask to be excluded from the Settlement Class, you will not get to share in the Settlement. You will not be legally bound by anything that happens in this Action, including the Settlement, and you may be able to sue (or continue to sue) Defendant in the future about the legal issues in this Action.

THE LAWYERS REPRESENTING YOU

17. As a Settlement Class Member, do I have a lawyer representing my interests in this Class Action?

Yes. The Court has appointed lawyers to represent you and other Settlement Class Members for purposes of the Settlement Class that has been certified. These lawyers are called Class Counsel. The following lawyers are the lead attorneys representing the Settlement Class for purposes of the proposed Settlement:

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| <p>J. Gerard Stranch, IV Joe P. Leniski, Jr. BRANSTETTER, STRANCH & JENNINGS, PLLC The Freedom Center 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203 Tel: (615) 254-8801</p> | <p>James R. Dugan, II Douglas Plymale, Ph.D. David Franco DUGAN LAW FIRM One Canal Place 365 Canal St., Suite 1000 New Orleans, LA 70130 Tel: (504) 648-0180</p> |
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18. How will the lawyers for the Settlement Class be compensated?

If the Court approves the Settlement, Class Counsel will ask the Court to approve a fee to the lawyers of no more than 33.33% of the Settlement Fund (including accrued interest). Class Counsel will also ask the Court to reimburse them from the Settlement Fund for the costs and expenses they have incurred in the Action. You will not have to pay these fees, costs, and expenses out of your own pocket. If the Court grants Class Counsel’s requests, these amounts will be deducted from the Settlement Fund. Class Counsel also will apply for incentive or service awards to the Plaintiffs who brought the Action for their service as Class Representatives of \$10,000 each. Class Counsel’s application for an award of attorneys’ fees, reimbursement of expenses, and incentive awards to the Class Representatives will be filed with the Court and made available for download and/or viewing on or before October 3, 2016, as well as at the office of the Clerk of the United States District Court for the District of Massachusetts, United States Courthouse, 1 Courthouse Way, Boston, MA 02210, during normal business hours.

19. Should I get my own lawyer?

You may enter an appearance in this Action through another lawyer of your choosing, but you are not required to do so. If you hire a lawyer to speak for you or appear in Court, your lawyer must file a Notice of Appearance (defined in Question 20). If you hire your own lawyer, you will have to pay for that lawyer on your own.

OBJECTING TO THE SETTLEMENT

20. How Do I Tell the Court That I Do Not Like the Settlement With Defendant?

You can tell the Court that you do not agree with the Settlement with the Defendant, or some part of it, and/or Class Counsel's application for attorneys' fees, costs, and expenses, and/or the service awards to Plaintiffs. If you exclude yourself from the Settlement Class, however, you cannot object to the Settlement or application for fees, costs, expenses, and service awards.

If you are a Settlement Class Member (and have not excluded yourself), you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send to Class Counsel and Defendant's counsel, and file with the Court, a letter or document entitled Notice of Intention to Appear and Summary Statement ("Notice of Appearance") saying that you object to the proposed Settlement. Be sure to include your name, address, telephone number, and signature, documents evidencing your relevant Prograf purchases by year, pill volume, dollar volume, seller, and location of purchase/seller, and the reasons you object to the Settlement, including any documents supporting your objection. Also, state whether you would like to speak at the Fairness Hearing discussed in Question 21 below.

Mail the Notice of Appearance, and all supporting papers and briefs, by first class mail, postage prepaid, and postmarked no later than October 21, 2016, to the Clerk of the Court at the following address:

Clerk of the Court
United States District Court for the District of Massachusetts
United States Courthouse, Suite 2300
1 Courthouse Way
Boston, MA 02210

You must also send a copy of the Notice of Appearance to Class Counsel and counsel for Defendant, at the following addresses:

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| <p>J. Gerard Stranch, IV Joe P. Leniski, Jr. BRANSTETTER, STRANCH & JENNINGS, PLLC The Freedom Center 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203 Tel: (615) 254-8801</p> <p>James R. Dugan, II Douglas Plymale, Ph.D. David Franco DUGAN LAW FIRM One Canal Place 365 Canal St., Suite 1000 New Orleans, LA 70130 Tel: (504) 648-0180</p> <p>Class Counsel</p> | <p>John W. Treece Jana D. Wozniak SIDLEY AUSTIN LLP One South Dearborn Chicago, IL 60603 Tel: (312) 853-2937 jtreece@sidley.com</p> <p>Richard M. Zielinski Elizabeth K. Levine GOULSTON & STORRS, P.C. 400 Atlantic Avenue Boston, MA 02110 (617) 574-4029</p> <p>Counsel for Defendant Astellas Pharma, Inc.</p> |
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Attendance at the Fairness Hearing (discussed below) is not necessary; however, persons wishing to be heard orally at the hearing are required to indicate in their Notice of Appearance their intention to appear at the hearing and the identity of any witnesses they may call to testify (including themselves) and exhibits, if any, they intend to introduce into evidence.

THE COURT'S FAIRNESS HEARING

21. When and Where Will the Court Decide Whether to Approve The Settlement?

The Court will hold a hearing to decide whether to approve the Settlement with the Defendants. This is called a Fairness Hearing. You may attend and, if you have filed a Notice of Appearance as described in response to Question 20 above, you may ask to speak, but you do not have to speak.

The Court will hold the Fairness Hearing on November 2, 2016, at 2:00 p.m. Eastern Time, in Courtroom 12 at the United States District Court for the District of Massachusetts, United States Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210. The Court may reschedule the Fairness Hearing without further notice to the Settlement Class. The purpose of the Fairness Hearing is to:

- Consider all comments on, or objections to, the Settlement;
- Decide if the Settlement should be approved as fair, reasonable and adequate as to Plaintiffs and the Settlement Class, and if the Action should be dismissed with prejudice against the Defendant;
- Determine whether the Court should approve the Allocation Agreement and the Allocation Plan (defined in Question 10 above);
- Consider Class Counsel's requests for an award of attorneys' fees and reimbursement of expenses from the Settlement Fund;
- Consider whether Class Counsel's request for incentive and service awards from the Settlement Fund for the Plaintiffs who represented the Settlement Class are reasonable and should be granted; and
- Consider any other issues relating to the Settlement the Court thinks are necessary.

We do not know how long it will take for the Court to render a decision following the Fairness Hearing.

22. Do I Have To Come To The Hearing?

No. Class Counsel will answer questions that the Court may have. But, you are welcome to come at your own expense. If you send a written objection in the form described in response to Question 20 ("Notice of Appearance"), you do not have to come to Court to talk about it. So long as you mail your Notice of Appearance on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

Moreover, attendance is not necessary to receive a pro rata share of the Net Settlement Fund.

23. May I Speak at the Hearing?

If you are a Settlement Class member (and have not excluded yourself), you or your lawyer may ask the Court for permission to speak at the Fairness Hearing. To do so, state in your Notice of Appearance, described in response to Question 20, that you would like to address the Court at the Fairness Hearing.

GETTING MORE INFORMATION

24. Where do I get more information?

This Notice contains a summary of the Action and its status in Questions 2-5 above. Complete copies of other public pleadings, Court rulings and other filings in this matter are available for review and copying at the Clerk's office. The address is:

**United States Courthouse, Suite 2300
1 Courthouse Way
Boston, MA 02210**

The Clerk's name is John Joseph Moakley. You can also review relevant decisions and Orders, as well as additional information and forms regarding the Action online at www.PrografIndirectPurchaserSettlement.com.

Judge Rya W. Zobel for the United States District Court for the District of Massachusetts is overseeing the Action.

Please do not contact Judge Zobel.

For more information, call the Claims Administrator at 1 (844) 322-8238, email Questions@PrografIndirectPurchaserSettlement.com, or go to www.PrografIndirectPurchaserSettlement.com.

DATED: June 27, 2016

BY ORDER OF THE UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Honorable Rya W. Zobel
United States District Judge