

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

VISTA HEALTHPLAN, INC., *et al.*,

Plaintiffs,

v.

CEPHALON, INC., *et al.*,

Defendants.

Case No. 2:06-cv-1833 (MSG)
Honorable Mitchell S. Goldberg

**END-PAYOR PLAINTIFFS' SUPPLEMENTAL FILING IN FURTHER SUPPORT OF
THEIR MOTION FOR FINAL APPROVAL OF PROPOSED SETTLEMENTS WITH
CEPHALON, MYLAN AND RANBAXY, AND IN REPOSE TO OBJECTIONS TO
THE CLASS ACTION SETTLEMENTS**

Pursuant to the Preliminary Approval Order (the "PAO"), ECF. 592, ¶ 27, End-Payor Plaintiffs ("Plaintiffs") make this supplemental filing in further support of their Motion for Final Approval of the Proposed Settlements with Cephalon, Mylan and Ranbaxy. ECF No. 598. Plaintiffs herein report the number of requests for exclusion and claims received and respond to the few Objections that were filed in response to the Notice of the Proposed Settlements (the "Notice"). As is evident from the numbers reported herein—i.e. the large number of claims filed and miniscule number of objections and exclusions—the coordinated Notice Program was very effective in reaching the potential members of the Settlement Classes and the response to the Notice has been overwhelmingly positive.

I. Report on Requests for Exclusion and Claims Received To Date

A. Requests for Exclusion

The Notice advised that Requests for Exclusions had to be mailed to the Settlement Administrator so that they were "received by **December 6, 2019**"—i.e. 120 days after the date of the PAO. *See* Declaration of Eric Miller Regarding: (A) Mailing of the Notice and Proof of

Claim and Release; (B) Publication of Summary Notice, and (C) Report on Requests for Exclusion Received to Date, ECF 600-4, ¶ 21 and Ex. C, ¶ 15. As previously reported to the Court, the Settlement Administrator received just seventeen (17) timely Requests for Exclusion. *See* ECF No. 600-4, ¶22. Subsequent to December 6, 2019, the Settlement Administrator received one additional Request for Exclusion, bringing the total number of potential Class Members who sought to be excluded to just eighteen (18). *See* Exhibit A attached hereto, “Supplemental Declaration of Eric Miller,” ¶ 6.

B. Claim Forms Received

The Notice to potential Settlement Class Members advised that they could participate in the settlements and provided information about how and when to file claim forms with the Settlement Administrator. *See* ECF 600-4, Ex. C. Nearly 40,000 Settlement Class Members responded expressing approval for the settlements by filing claims to participate therein. In particular, as of this date, the Settlement Administrator has received 38,733 Consumer Class Member claim forms and 973 TPP Class Member claim forms. Ex. A, ¶ 7.

II. Response to the Objections to the Settlements

Two Objections to the proposed settlements were filed in this docket. ECF Nos. 601 and 602. One of these, that of Barry Balach (attached hereto as Exhibit B), faults the Cephalon Settlement for failing to include Nuvigil purchases in those for which Class Members may recover and asserts that the amount of the settlement is not sufficient. The second objection, that of Carlton Davis (attached hereto as Exhibit C), challenges the settlements’ fairness and adequacy and the Plan of Allocation on the bases that: (1) the amount recovered is inadequate to address the “cost inflicted by Teva on society,” and is a “mild slap on the wrist” dwarfed by the amount of overcharges Mr. Davis believes are at issue; and (2) the amount allocated to consumer

class members is “only \$20 million” of the \$65.87 million paid under the settlements with “over 50% being allocated” to counsel for time spent, administrative costs and expenses incurred.

A third objection (attached hereto as Exhibit D) was filed in the docket connected to the California State AG Settlement¹ by Daniel Dunham, a member of the Settlement Classes. Mr. Dunham’s objection raises points similar to those raised by Mr. Davis and was intended to address the settlements in this case.²

As discussed below, none of the three objectors raises valid arguments that the settlements are deficient, inadequate or unfair.

A. The Balach Objection

Barry Balach, a Florida consumer, objected to the Cephalon Settlement because purchases of Cephalon’s related product, Nuvigil, were not included in damage and claims calculations.³ Mr. Balach believes that the amount of the Cephalon Settlement is not sufficient.⁴

Plaintiffs did not include Nuvigil purchases in the claims process for two main reasons: (1) the allegations concerning Nuvigil are different and substantially weaker than the claims involving Provigil; and (2) most Nuvigil purchasers, including Mr. Balach, also purchased Provigil and/or modafinil and are therefore members of the settlement classes with the right to file claims and share in the settlement proceeds.

In their Amended Complaint, Plaintiffs allege that in 2006 Cephalon, in the face of generic competition for Provigil, intended to move purchasers away from Provigil by launching Nuvigil ahead of anticipated Provigil generic competition for Provigil in order to convert the

¹ No. 2:19-cv-03281 (E.D. Pa.), ECF No. 23.

² Plaintiffs’ Counsel Kevin Love spoke to Mr. Dunham by telephone to discuss his objection and Mr. Dunham confirmed that his intent was to object to these settlements as he is a member of the Settlement Classes in this case.

³ Plaintiff’s counsel, John Macoretta, spoke with Mrs. Balach by telephone to discuss the Balach objection.

⁴ The Balach’s objection based on the amount of the settlement proceeds is similar to that of the other objectors and is addressed herein.

market. However, the evidence elicited during the litigation concerning the alleged “product hop” claim was not strong. Further, Nuvigil purchasers would also have suffered different, if any, damages than Provigil or modafanil purchasers. In short, the “product hop” claim was not pursued both because the factual predicate was weak and damages related to Nuvigil purchases would be low if not impossible to prove. As a result, purchases for Nuvigil were not included in the claims process.

The Nuvigil “product hop” allegations were included in the Amended Complaint and therefore Defendants required such a release. *See* Cephalon Settlement Agt., Meltzer Final Approval Declaration, ECF No. 600, Ex. 1 at ¶ 13(a) and Complaint, ECF No. 75, ¶¶ 92-93, 109. Releases in class action settlements often encompass claims broader than the actual conduct in litigation. *Varacallo v. Massachusetts Mut. Life Ins. Co.*, 226 F.R.D. 207, 244 (D.N.J.) (rejecting objections that the scope of the release was too broad and recognizing that in class action settlements, releases may include all claims that arise out of the same course of conduct alleged in the Complaint, citing cases).

Notably, the treatment of Nuvigil purchases here is identical to how these purchases were treated in the Direct Purchaser Settlement and the States Attorney General settlements. None of the class members in those settlements (each approved by this Court) recovered for Nuvigil purchases. Significantly, the classes in this case include the largest Third Party Payors and insurers in America (some of whom are in the class, many of whom are Settling Health Plans) and none of them has objected to the exclusion of Nuvigil payments when calculating claims.⁵

⁵ In addition, most consumers, like Mr. Balach, did not purchase solely Nuvigil but rather purchased Provigil and/or modafanil in addition to Nuvigil. Those consumers are still entitled to file claims and receive compensation for their Provigil and modafanil purchases. Indeed, Mr. Balach has filed a claim for his Provigil and modafanil purchases which total \$2,917.00.

The decision to not consider Nuvigil purchases as part of the claims process has strong support in the facts of the case, and is reasonable. Therefore, Mr. Balach's objection should be overruled by this Court and should not preclude final approval of this settlement.

B. The Davis Objection

Mr. Carlton Davis' arguments in support of his objection reflect a misperception of the facts and a misreading of the Notice, leading him to misunderstand how the settlement funds will be allocated.

More specifically, Mr. Davis states in his letter that he understands that "Cephalon, Inc. et al. accrued as much as \$47.25 billion in overcharges." Based upon this understanding, he argues that the amount recovered under the settlement with Cephalon is inadequate as it will not impede the conduct at issue because it allows "drug companies" to keep "ill-gotten gains" to the detriment of consumers. However, the overcharge damages in this case were not calculated to be anywhere near the "\$47.25 billion" that Mr. Davis cites. *See* Meltzer PA Declaration, ECF No. 586, Ex. 18 (excerpt from the April 26, 2011 Report of Raymond S. Hartman, Ph.D. on Calculation of Classwide Damages, ¶ 44, reflecting overcharge calculation of \$1.244 billion).

Further, far from being insignificant, the amounts achieved in the settlements are indisputably substantial. When considered in conjunction with the \$77 million recovered by the Settling Health Plans, the settlements provide nearly \$143 million to consumers and TPPs on whose behalf this action was instituted. The adequacy of this recovery is all the more apparent considering the settlements were achieved after class certification had been denied. Moreover, as to the deterrent value of the settlements, it is appropriate to acknowledge that the recovery for Class Members is complemented by the relief obtained by governmental entities such as the state AGs and FTC who benefitted from the work done by Class Counsel in this case.

With regard to Mr. Davis' objection to the Plan of Allocation, he is incorrect in his stated understanding that "over 50%" are allocated to attorneys' fees, administrative costs and litigation expenses. As the Settlement Notice advises, Consumer Class Members will receive approximately 14% of the net fund and TPP Class members will receive approximately 86% of the net fund. *See* ECF No. 600-4, Ex. C, ¶ 8, "What do the Settlements Provide." This allocation between Settlement Class Members was the product of negotiation between separate counsel for consumers and TPPs and is based upon Plaintiffs' expert's calculation of how the burden of the overcharges were borne as between Consumer and TPP Class Members. *See* Meltzer PA Declaration, ECF No. 586, ¶10. Under this allocation, as stated in the Notice, "before deducting attorneys' fees, expenses of litigation, administrative costs, and payments to Class Representatives, the consumer portion of the settlement fund will equal approximately \$20,000,000, and the TPP portion of the settlement fund will equal approximately \$46,000,000." ECF No. 600-4, Ex. C, ¶ 8.

Mr. Davis' assertion that over 50% of the \$65.87 million recovery is to be paid in attorneys' fees, litigation expenses, and administrative costs is simply incorrect. As the Notice advises, the request for fees, subject to Court approval, is limited to one-third of the settlement funds and the reimbursement of actual litigation expenses and administrative costs is similarly subject to Court approval for reasonableness. As such, the bases for Mr. Davis' objections to both the amount of the recovery and the Plan of Allocation are not valid.⁶

⁶ Class Counsel addressed the inaccuracies and misunderstandings reflected in Mr. Davis' Objection in a telephone call made to Mr. Davis by Donna Siegel Moffa, Esq. and Terence S. Ziegler, Esq. on January 27, 2020. After explaining the expert's damage calculations, clarifying the proper reading of the Notice, and answering Mr. Davis' questions, Mr. Davis advised that he appreciated the call and the understanding he had gained regarding the facts developed in the litigation, the relief obtained and the allocation of the settlement funds. Mr. Davis expressed no objection to a one-third attorneys' fee award, indicating that he was aware such amount was common in contingent fee cases. Finally, Mr. Davis advised that his main purpose in writing the letter was to express his outrage over pharmaceutical company practices.

C. The Dunham Objection

Mr. Dunham objects to the settlements on grounds that are similar to those raised by Mr. Davis, in that he too asserts that the amount recovered is not large enough to deter egregious anticompetitive drug pricing practices. Mr. Dunham expressed to Mr. Love his belief that “any settlement should require the defendants to pay 100% of whatever any consumer paid for Provigil.” For the same reasons that applied to Mr. Davis’ objections regarding the deterrent value and size of the settlement recovery, Mr. Dunham’s objections do not provide a basis for rejecting the settlements. Moreover, it should be noted that Mr. Dunham has filed a claim form in order to participate in the settlements. As is the case with all claiming Settlement Class Members, the extent of Mr. Dunham’s ultimate recovery, which is limited to 100% of the amount he paid for Provigil and/or modafinil, will be measured by his pro rata share of the total amounts claimed by consumers.

III. Conclusion

In light of the forgoing, and the overwhelmingly positive reaction of the Settlement Classes to the settlements, Plaintiffs submit that the objections should be overruled and the settlements should be granted Final Approval. Finally, the lack of any objection to the one-third attorneys’ fee award or to the incentive awards requested reflects the reasonableness of those requests and supports granting same.

Dated: February 14, 2020

By: s/ Joseph H. Meltzer
KESSLER TOPAZ
MELTZER & CHECK, LLP
Joseph H. Meltzer
Terence S. Ziegler
Donna Siegel Moffa
280 King of Prussia Road
Radnor, PA 19087
Tel: (610) 667-7706

**SPECTOR ROSEMAN KODROFF
& WILLIS, P.C.**

John A. Macoretta
Jeffrey L. Kodroff
1818 Market Street – Suite 2500
Philadelphia, PA 19103
Tel: (215) 496-0300

CRIDEN & LOVE, P.A.

Kevin B. Love
7301 SW 57th Court, Suite 515
South Miami, FL 33143
Tel: (305) 357-9000

*Co-Lead Counsel for
End-Payor Plaintiffs*

CERTIFICATE OF SERVICE

I hereby certify that on February 14, 2020, a true and correct copy of the foregoing document was electronically filed, will be available for viewing and downloading from the Court's ECF system and will be served by CM/ECF upon all counsel of record.

s/ Joseph H. Meltzer

Joseph H. Meltzer

EXHIBIT A

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

VISTA HEALTHPLAN, INC., *et al.*,

Plaintiffs,

v.

CEPHALON, INC., *et al.*,

Defendants.

Case No. 2:06-cv-1833 (MSG)
Honorable Mitchell S. Goldberg

SUPPLEMENTAL DECLARATION OF ERIC J. MILLER

I, Eric J. Miller, declare as follows:

1. I am the Senior Vice President of A.B. Data, Ltd.'s Class Action Administration Company ("A.B. Data"), whose corporate office is located in Milwaukee, Wisconsin. My business address is 5080 PGA Boulevard, Suite 209, Palm Beach Gardens, FL 33418, and my telephone number is 561-336-1801.

2. This Declaration provides information on the number of exclusions and number of claim forms filed to date, and supplements information provided in my December 13, 2019 Declaration (the "Notice Compliance Declaration"). This Declaration is based upon my personal knowledge and upon information provided by my associates and staff members. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

REPORT ON OPT OUT REQUESTS

3. As stated in my Notice Compliance Declaration, A.B. Data issued notice via USPS First-Class Mail to the 42,793 consumer names and addresses that were identified in the claim records from administering the A.G. Provigil settlement and 38,732 potential TPP Class Members included in A.B. Data's TPP Mailing List. Additionally, A.B. Data mailed 1,180,986

Notice Packets to potential Class Members as a result of the subpoena process described in my Notice Compliance Declaration.

4. The Notice informed potential Class Members that if they request to exclude themselves from the Class, they must send a written "Request to Opt Out" to the Settlement Administrator so that it is received by December 6, 2019.

5. As of the date of the Notice Compliance Declaration, A.B. Data had received seventeen (17) requests for exclusion, of which all are individuals and none are TPPs.

6. Since the Notice Compliance Declaration, A.B. Data has received one additional late request for exclusion. A report listing the additional request for exclusion is attached hereto as Exhibit A.

REPORT ON CLAIMS

7. Pursuant to the Preliminary Order, Claim Forms were to be mailed to the address listed in the Notice Packet or submitted online so that they were received by January 15, 2020. As of the date of this Declaration, A.B. Data has received a total of 38,733 Consumer Claim Forms and 973 TPP Claim Forms.

8. A.B. Data is in the process of reviewing the claims submissions to determine eligibility.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13th day of February 2020.


Eric J. Miller

EXHIBIT A

VISTA HEALTHPLAN, INC., et al.

v.

CEPHALON, INC., et al.

LATE REQUESTS FOR EXCLUSION

<u>Exclusion ID</u>	<u>Name</u>	<u>State</u>	<u>Postmark Date</u>
66846998	Gloria J White	MO	12/14/2019

EXHIBIT B

Barry Balach

135 Skyland Ct W
Lakeland, FL 33813

813 391 2467

FILED
JAN 10 2020

KATE BARKMAN, Clerk
By _____ Dep. Clerk

January 6, 2020

Clerk of the Court
U.S. District Court
Eastern District of Pennsylvania
James A. Byrne Courthouse
601 Market Street
Philadelphia, PA 19106

Re: Vista Healthplan, Inc., et al. v. Cehpalon, Inc et. al., Civil No. 06-CV-01833

To Whom it May Concern:

I object to the proposed Class Action Settlement of this case due to the fact that it does not include Nuvigil. Nuvigil is included in the California Attorney General Settlement for a very good reason.

In the Autumn of 2011, the manufacturer removed Provigil from the formulary list of my drug insurer, resulting in an increase of more than three times the cost to me (\$484.73 for a 90 days supply). That forced me to ask my doctor to write a new prescription for the drug that had replaced it on the formulary list (Nuvigil), which reduced my copay to \$284.31. The only reason for switching from Provigil to Nuvigil was the reduced cost, which was still significantly higher than my former out of pocket cost and nearly 1400% higher than my current out of pocket cost of \$20 for the generic Modafinil.

Any Settlement that does not take into account the \$1680 I paid out of pocket from 2012 to 2014 for Nuvigil until Modafinil was available is completely inadequate and allows the manufacturer to "get away" with the elaborate manipulation they have perpetrated on the public.

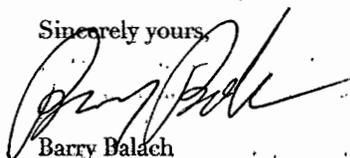
2006 to 2011 - Provigil - \$2714
2012 to 2014 - Nuvigil - \$1680
2015 to 2019 - Modafinil - \$200

If you haven't already, read this report, published August 8, 2015.

<http://truthout.org/articles/the-rise-of-big-generic-why-knockoff-prescriptions-now-cost-1-200/>

I declare under penalty of perjury under the laws of the United States of America that I, Barry Balach, am a member of the Class.

Sincerely yours,



Barry Balach

cc: Joseph H. Meltzer

Kevin Lowe

Jeffrey L. Kodroff

Bradley H. Weidenhammer

David R. Marriot

J. Douglas Baldrige

BA

64



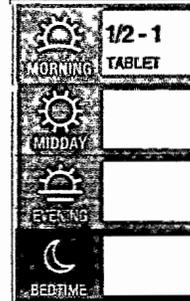
27 8943009 000 002 00 0002000

Balach, Barry W

Counsel Original Fill

135 Skyland Ct W, Lakeland, FL 33813
DOB: 8/39 TEL: (813) 391-2467

Prescription Information



**MODAFINIL 200 MG
TABLET**

Common brand(s): Provigil

Take 1/2-1 tablet by mouth daily

Important Information

- Do not drink alcoholic beverages when using this medication.
- May cause dizziness
- Drug may impair ability to operate a vehicle, vessel or machine. Use care.
- Call doctor if you experience mood changes, sadness, depression or fear.

* PHARMACY ADVICE *
See back for more information

Receipt & Refill Information

CVS Pharmacy STORE#: 16976
60 Longview Dr
Bangor, ME 04401

**MODAFINIL 200 MG
TABLET**

STORE TEL: (207) 945-9977
RX: **8943009** 00 **C**

NDC: 65862-0602-30 DAW: 0
QTY: 90 EA

INSURANCE INFORMATION:
CAREMARK BIN 004336
TP: 2619 GR: RX7389 AUTH: 191934002659041999

CAP: **Safety** MFR PKG: **Yes**

REFILL: 0 Refills
MFR: AUROBINDO PHARM
PRSCBR: Fareeha Hussaini
DAYS SUPPLY: 90
DATE FILLED: 7/12/19

RETAIL PRICE: \$2,624.99

AMOUNT DUE: **\$20.00**

Notes from the Pharmacy



Get important updates to help you stay on track with your health. See back for details.

CVS pharmacy

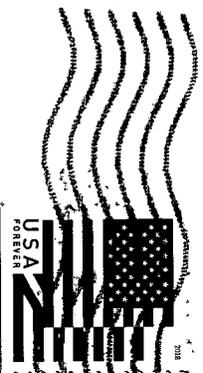
OPEN
HERE

BALACH
185 SKYLAND CT W
MCKELAND, FL 33813

U.S.M.S.
X-PA1

CLERK OF THE COURT
U.S. DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA
JAMES A. BYRNE COURTHOUSE
601 MARKET STREET
PHILADELPHIA, PA 19106

TAMPA FL 335
SAINT PETERSBURG FL
07 JAN 2020 PM 7 1



19106-179699

EXHIBIT C

Carlton M. Davis
Architect

January 6, 2020

Clerk of the Court
U.S. District Court
Eastern District of Pennsylvania
James A. Byrne Courthouse
601 Market Street
Philadelphia, PA 19106

FILED

JAN 10 2020

Re: Vista Health Plan, Inc., et al. v. Cephalon, Inc. et al., Civil No. 06-CV-01833

KATE BARKMAN, Clerk
By _____ Dep. Clerk

Dear Clerk of the Court:

I am a California resident and longtime consumer of the covered medications in this matter, and I object to the Class Action Settlement based on the issues of fairness, the adequacy of the Settlement, and the Plan of Allocation.

Since receiving the settlement notification, I have researched this case and was shocked to learn that the pharmaceutical companies identified in this settlement, Cephalon, Inc. et al, are guilty of extensive price collusion, immense cost inflation, and fraud. I learned over the period covered in this case Cephalon, Inc. et al accrued as much as \$47.25 billion in overcharges. By its actions that led to such extensive overcharging, Cephalon Inc. et al deceived Americans and, I learned, have apparently claimed credit and accomplishments without justification to further its financial gain.

The settlement agreement of \$65.87 million represents far less than one percent of those overcharges. So the settlement amount is but a mild slap on the wrist to a greed-addicted company. Beyond that, I find it indefensible that the \$65.87 million settlement only includes \$20 million allocated to consumers – not even one third of the settlement amount.

The specific reasons for my objection are described below.

1. **Fairness:** This settlement is unfair to pharmaceutical consumers. It does nothing to address the real cost inflicted by Teva on society. Consumers are economically deprived personally and often unable to pay for medications because of the overcharges, and drug companies are allowed to continue their ill-gotten gains unimpeded.
2. **Adequacy of the Settlement:** The settlement is woefully inadequate to compensate consumers and their lawyers. How can \$65.87 million be justified as enough when viewed against the huge wrongdoing of overcharges? Further, of the \$65.87 million figure only \$20 million is to be paid out to consumers. The balance goes to deducting attorney' fees, expenses of litigation, administrative costs, payments to Class Representatives. What is paid out to consumer plaintiffs should be far greater to compensate for the damage done and to discourage and penalize the defendants.

Carlton M. Davis
Architect

Clerk of the Court
U.S. District Court
January 6, 2020
Page 2

3. Plan of Allocation: The settlement is inequitable. Over 50% of this amount of money is allocated to the state and private litigators to compensate for replenishing funds, for time spent, and expenses incurred. Funds need to be provided to us consumers for our time and expenses researching our cost, calculating our time, and our damages. My time is valuable, too! I estimate my cost of preparation of my claim alone at \$8,000.00. I should be able to bill for this additional amount on the settlement, as should all consumers who take time out to deal with this situation.

I declare under penalty of perjury under the laws of the United States of America that Carlton M. Davis is a member of the Class.

Sincerely,

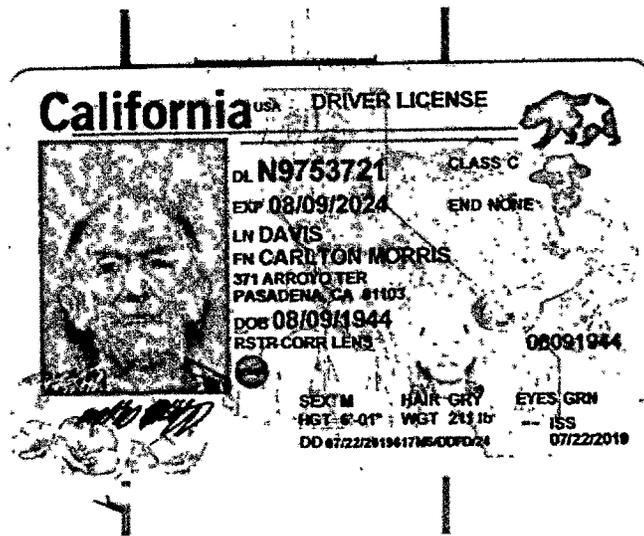


Carlton M. Davis

Attachments:

- California Driver's License
- Proof of Payment for Provigil/Nuvigil

cc: Joseph H. Meitzer, Kessler Topaz Meitzer & Check, LLP
Kevin Love, Criden & Love, P.A.
Jeffrey L. Kodroff, Spector Roseman & Kodroff, P.C.
Bradley H. Weidenhammer, Kirkland & Ellis LLP
David R. Marriot, Cravath, Swaine & Moore LLP
J. Douglas Baldrige, Venable LLP



Vista Healthplan inc.v. Cephalon - For Carlton Davis

Fairmont Pharmacy (626) 793-1188
50 Bellefontaine St. Pasadena, CA 91105

CONSULT YOUR PHARMACIST OR PHYSICIAN WITH A LIST OF MEDICATIONS YOU ARE CURRENTLY TAKING IF YOU HAVE ANY QUESTIONS ABOUT ADVERSE DRUG REACTIONS.
Custom made medications Professionalism Willing to help you

C962427

DOB 09 Aug 44

CARLTON DAVIS
371 ARROYO TERRACE
PASADENA, CA 91103

25 Jan 12
6267960700
Fill#1 No Safety Cap

30 NUVIGIL 250MG TABS CEPHAL

486-0181 ndc-63459-0225-30 SA **\$60.00**
Dr MICHAEL GUREVITCH

HOURS: M-F 8AM-6PM Sat 9AM-1PM Delivery Service
CALL YOUR DOCTOR FOR MEDICAL ADVICE ABOUT SIDE EFFECTS
YOU MAY REPORT SIDE EFFECTS TO FDA AT 1-800-332-1088

Fairmont Pharmacy (626) 793-1188
50 Bellefontaine St. Pasadena, CA 91105

CONSULT YOUR PHARMACIST OR PHYSICIAN WITH A LIST OF MEDICATIONS YOU ARE CURRENTLY TAKING IF YOU HAVE ANY QUESTIONS ABOUT ADVERSE DRUG REACTIONS.
Custom made medications Professionalism Willing to help you

C968743

DOB 09 Aug 44

CARLTON DAVIS
371 ARROYO TERRACE
PASADENA, CA 91103

18 Jun 12
6267960700
Fill#1 No Safety Cap

30 NUVIGIL 250MG TABS CEPHAL

486-0181 ndc-63459-0225-30 SA **\$60.00**
Dr MICHAEL GUREVITCH

HOURS: M-F 8AM-6PM Sat 9AM-1PM Delivery Service
CALL YOUR DOCTOR FOR MEDICAL ADVICE ABOUT SIDE EFFECTS
YOU MAY REPORT SIDE EFFECTS TO FDA AT 1-800-332-1088

Fairmont Pharmacy (626) 793-1188
50 Bellefontaine St. Pasadena, CA 91105

CONSULT YOUR PHARMACIST OR PHYSICIAN WITH A LIST OF MEDICATIONS YOU ARE CURRENTLY TAKING IF YOU HAVE ANY QUESTIONS ABOUT ADVERSE DRUG REACTIONS.
Custom made medications Professionalism Willing to help you

C971844

DOB 09 Aug 44

CARLTON DAVIS
371 ARROYO TERRACE
PASADENA, CA 91103

29 Aug 12
6267960700
Fill#1 No Safety Cap

30 NUVIGIL 250MG TABS CEPHAL

486-0181 ndc-63459-0225-30 SA **\$60.00**
Dr MICHAEL GUREVITCH

HOURS: M-F 8AM-6PM Sat 9AM-1PM Delivery Service
CALL YOUR DOCTOR FOR MEDICAL ADVICE ABOUT SIDE EFFECTS
YOU MAY REPORT SIDE EFFECTS TO FDA AT 1-800-332-1088

Fairmont Pharmacy (626) 793-1188
50 Bellefontaine St. Pasadena, CA 91105

CONSULT YOUR PHARMACIST OR PHYSICIAN WITH A LIST OF MEDICATIONS YOU ARE CURRENTLY TAKING IF YOU HAVE ANY QUESTIONS ABOUT ADVERSE DRUG REACTIONS.
Custom made medications Professionalism Willing to help you

C974908

DOB 09 Aug 44

CARLTON DAVIS
371 ARROYO TERRACE
PASADENA, CA 91103

03 Dec 12
6267960700
Fill#1 No Safety Cap

30 NUVIGIL 250MG TABS CEPHAL

486-0181 ndc-63459-0225-30 SA **\$60.00**
Dr MICHAEL GUREVITCH

HOURS: M-F 8AM-6PM Sat 9AM-1PM Delivery Service
CALL YOUR DOCTOR FOR MEDICAL ADVICE ABOUT SIDE EFFECTS
YOU MAY REPORT SIDE EFFECTS TO FDA AT 1-800-332-1088

**Total
Costs:**

**Provigil &
Nuvigil**

**June 24
2006
to
Aug. 9
2019**

\$5,177.65

**Cost
01/31/2012
to
12/31/2012**

\$720.00



Carlton Davis
371 Arroyo Ter
Pasadena, CA 91103

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



7019 0140 0000 7018 0767



1000



19106

U.S. POSTAGE PAID
FOM LG ENV
PASADENA, CA
91109
JAN 07, 20
AMOUNT
\$7.45
R2305K141372-25

U.S. MAIL
X-MAIL

Clerk of the Court
U.S. District Court
Eastern District of Pennsylvania
James A. Byrne Courthouse
601 Market Street
Philadelphia
PA 19106
|||||

EXHIBIT D

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

STATE OF CALIFORNIA
Plaintiff

v.

TEVA PHARMACEUTICAL :
INDUSTRIES, LTD., et al.
Defendants.

CIVIL ACTION

No. 19-3281

2:19-cv-03281-MSG

Vista Healthplan, Inc., et al. v. Cephalon, Inc. et al., Civil No. 06-CV-01833

1/6/2020

Re: Provigil Settlement Objection

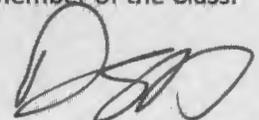
My name is Daniel Dunham, and I am a member of the class in this class action suit, record 65665889 and am submitting an objection to the proposed settlement.

This suit was filed by the State of California, alleging anticompetitive and unfair practice after serving "numerous set of investigative subpoenas and interrogatories on the Defendants, to which they responded, including by producing thousand of documents to the state.," The settlement agreement states the settle is not "a concession by State that it's allegations are not well-founded."

Anticompetitive practices with many medical products are especially egregious, particularly due to the nature and reliance of individuals to these products, as well as the very opaque drug pricing.

The actions alleged, if true, would require penalties in excess of profit to have any deterring effect. The settlement states that victims are only entitled to their actual damages. I suggest that the fund to be distributed be much larger, since victims can obtain nothing more than what was lost due to the alleged behavior, and the total judgment has a finite limit. Undoubtedly these defendants have never sold their products at a loss, so with the exception of retail markup, returning the entire loss of the victims would not even be a net loss to the defendants; there is no reason a company should retain any of the profit that is earned using unlawful methods.

I declare under penalty of perjury
under the laws of the
United States of America that
Daniel Dunham is a member of the Class.



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

STATE OF CALIFORNIA
Plaintiff

v.

TEVA PHARMACEUTICAL :
INDUSTRIES, LTD., et al.
Defendants.

CIVIL ACTION

No. 19-3281

2:19-cv-03281-MSG

Vista Healthplan, Inc., et al. v. Cephalon, Inc. et al., Civil No. 06-CV-01833

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