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 8 *Customer Plaintiff Class*

9 [Additional Counsel Appear or Signature Page]

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA
 12 OAKLAND DIVISION

13 MEIJER, INC., *et al.*, on behalf of themselves
 14 and all other similarly situated,
 15 Plaintiff,
 16 v.
 17 ABBOTT LABORATORIES,
 18 Defendant.

Case No.: No C. 07-5985 CW

CONSOLIDATED CASE

**[PROPOSED] ORDER GRANTING
 FINAL APPROVAL OF
 SETTLEMENT AND ENTERING
 FINAL JUDGMENT OF
 DISMISSAL WITH PREJUDICE**

Date: August 11, 2011
 Time: 2:00 p.m.
 Courtroom: 2

The Honorable Claudia Wilken

23 This matter has come before the Court to determine whether there is any cause why this
 24 Court should not approve the settlement with defendant Abbott Laboratories and Class Customer
 25 Plaintiffs, pursuant to Rules 23(e) and 54(b) of the Federal Rules of Civil Procedure, and in
 26 accordance with the terms of the Settlement Agreement, dated April 6, 2011. The Court, after
 27 carefully considering all papers filed and proceedings held herein and otherwise being fully
 28 informed in the premises, has determined: (a) the settlement is fair and reasonable and should be

1 finally approved; (b) the proposed plan of allocation of the Settlement Fund should be approved;
2 (c) the proposed awards of attorneys' fees and reimbursement of the expenses to Class Counsel
3 should be approved; (d) incentive awards should be awarded to the named plaintiffs; and (e) a
4 final judgment terminating this litigation should be entered. Good cause appearing therefore, it
5 is:

6 **ORDERED, ADJUDGED AND DECREED that:**

7
8 1. This Court has jurisdiction over this Customer Class Action and each of the parties
9 to the Settlement Agreement including all Class Members.

10 2. This Order and Final Judgment incorporates by reference the definitions in the
11 Settlement Agreement and all terms used herein shall have the same meanings set forth in the
12 Settlement Agreement. As set forth in the Preliminary Approval Order [D.E. 508], dated April
13 20, 2011, the previously certified Class is defined as follows:

14 All persons or entities in the United States who purchased Norvir and/or Kaletra
15 directly from Abbott Laboratories ("Abbott") or any of its divisions, subsidiaries,
16 predecessors, or affiliates during the period from December 3, 2003 through
17 August 27, 2008 ("Class Period").

18 Excluded from the Class are Abbott and its divisions, subsidiaries, predecessors or
19 affiliates, all governmental entities, and the following additional entities: American
20 Sales Company, Inc.; Caremark, L.L.C.; CVS Pharmacy, Inc., Eckerd
21 Corporation; HEB Grocery Company LLP; JCG (PJC) USA, LLC; Maxi Drug,
22 Inc. d/b/a Brooks Pharmacy; New Albertson's Inc.; Rite Aid Corporation; Rite Aid
23 HDGTRS. Corp.; Safeway Inc.; SmithKline Beecham Corp. d/b/a
24 GlaxoSmithKline; The Kroger Co.; and Walgreen Co.

25 3. The Court finds that due notice was given in accordance with the Preliminary
26 Approval Order, and that the form and content of the Notice, Publication Notice, and Proof of
27 Claim, and the procedures for publication, mailing, and distribution thereof as set forth in the
28 Preliminary Approval order, satisfy the requirements of Fed. R. Civ. P. 23(e) and due process and
constitute the best notice practicable under the circumstances.

1 4. Due to the adequate notice of the proceedings having been given to the Class and a
2 full opportunity having been offered to the Class to participate in the fairness hearing, and given
3 that no members of the Class have opted out, it is hereby determined that all Class Members are
4 bound by this Order and Final Judgment.

5 5. The settlement of this Customer Class Action as to Abbott was not the product of
6 collusion between Customer Plaintiffs and Defendant or its counsel, but rather was the result of
7 *bona fide* and arm's-length negotiations conducted in good faith between Class Counsel and
8 Abbott's Counsel.

9 6. The Court has held a hearing to consider the fairness, reasonableness and adequacy
10 of the proposed settlement, and has been advised that there have been no objections to the
11 settlement from any members of the Class.

12 7. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby
13 finally approves in all respects the Settlement as set forth in the Settlement Agreement and finds
14 that the Settlement is in all respects, fair, reasonable, adequate, and in the best interests of the
15 Class. The Court further approves the establishment of the Settlement Fund upon the terms and
16 conditions set forth in the Settlement Agreement. The parties are hereby directed to carry out the
17 Settlement in accordance with its terms and provisions.

18 8. The Court approves the Plan of Allocation of Settlement Proceeds as proposed by
19 Class Counsel as fair and reasonable. Epiq Systems, Inc., the company the Court previously
20 appointed as claims administrator ("Claims Administrator"), is directed to administer the
21 Settlement in accordance with the terms and conditions of the Settlement Agreement. All
22 expenses incurred by the Class Administrator must be reasonable, are subject to Court approval,
23 and shall be payable solely from the Settlement Fund. The Claims Administrator will distribute
24 the Settlement Funds to the Class on a *pro rata* basis in the manner described in the Plan of
25 Allocation.

26 9. All claims in the above-captioned action against Abbott are hereby dismissed with
27 prejudice, and without costs, with the Court retaining jurisdiction for the limited purpose of
28 enforcing compliance with the terms and conditions of the Settlement Agreement and this Order

1 and Final Judgment. All Released Claims of the Customer Plaintiffs and Customer Class in the
2 above-captioned Action are released and dismissed with prejudice, and, except as provided for in
3 the Settlement Agreement, without costs.

4 10. All Class Members shall be forever enjoined and barred from asserting any of the
5 matters, claims or causes of action released by the Settlement Agreement, and all Class Members
6 shall be deemed to have forever release any and all such matters, claims and causes of action as
7 provided in the Settlement Agreement.

8 11. Class Counsel are awarded Attorneys' Fees and Expenses in the amount of one-
9 third of the gross settlement amount – *i.e.*, one-third of \$52 million, or \$17,333,333.33 – for
10 attorneys' fees and reasonable costs and expenses of \$1,901,251.13 incurred in the representation
11 of the Customer Class, for a total Attorneys' Fees and Expenses award of \$19,234,584.46. The
12 Court finds that the amount of Attorneys' Fees and Expenses awarded is fair and reasonable. The
13 award of Attorneys' Fees and Expenses shall be allocated among Class Counsel in a fashion
14 which, in the opinion of Co-Lead Counsel, fairly compensates Class Counsel for their respective
15 contributions in the prosecution of this Action. The Attorneys' Fees and Expenses awarded shall
16 be paid out of the Settlement Fund.

17 12. Neither this Order and Final Judgment, the Settlement Agreement, nor any of its
18 terms or the negotiations or papers related thereto shall constitute evidence or an admission by
19 any party or Release that any acts of wrongdoing have been committed, and they shall not be
20 deemed to create any inference that there is any liability therefore. Neither this Order and Final
21 Judgment, the Settlement Agreement, nor any of the terms or negotiations or papers related
22 thereto shall be offered or received in evidence or used for any purpose whatsoever, in this or any
23 other matter or proceeding in any court, administrative agency, arbitration or other tribunal, other
24 than as expressly set forth in the Settlement Agreement.

25 13. Without affecting the finality of the judgment, the Court retains exclusive
26 jurisdiction over the Settlement Agreement, including the administration and consummation of
27 the Settlement Agreement, Plan of Allocation, and in order to determine any issues relating to the
28 attorneys' fees and expenses and any distribution to members of the Class. In addition, without


1 affecting the finality of this judgment, Defendants and each member of the Class hereby
2 irrevocably submit to the exclusive jurisdiction of the United States District Court for the
3 Northern District of California, for any suit, action, proceeding or dispute arising out of or
4 relating to the Settlement Agreement or the applicability of the Settlement Agreement, including,
5 without limitation any suit, action, proceeding or dispute relating to the release provisions therein.

6 14. The Class Representatives Meijer Inc., Louisiana Wholesale Drug Co., Inc., and
7 Rochester Drug Cooperative are each hereby awarded \$60,000, to be paid out of the Settlement
8 Fund, for representing the Customer Class, which amount is in addition to whatever monies these
9 plaintiffs will receive from the Settlement Fund pursuant to the Plan of Allocation. This Court
10 finds these awards to be fair and reasonable.

11 15. In the event the Settlement does not become final, this Order and Final Judgment
12 shall be rendered null and void as provided by the Settlement Agreement, shall be vacated, and all
13 orders entered and releases delivered in connection herewith shall be null and void to the extent
14 provided by and in accordance with the Settlement Agreement.

15 16. The Court hereby directs that this judgment be entered by the clerk forthwith
16 pursuant to Federal Rule of Civil Procedure 54(b).

17
18 **SO ORDERED** this the 11th day of August, 2011.

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22 Hon. Claudia Wilken
23 U.S. District Court for the
24 Northern District of California
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