

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

**In re: PROGRAF ANTITRUST
LITIGATION**

MDL No. 2242

Master File No. 1:11-cv-02242 RWZ

THIS DOCUMENT RELATES TO:

ALL INDIRECT PURCHASER ACTIONS:

*Louisiana Health Service Indemnity
Company d/b/a Bluecross/Blueshield of
Louisiana v. Astellas Pharma US, Inc., No.
11-cv-12326*

*Janet M. Paone v. Astellas Pharma US, Inc.,
No. 11-cv-11647*

**INDIRECT PURCHASER CLASS PLAINTIFFS' MOTION TO LIFT THE STAY AND
FOR LEAVE TO FILE FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT WITH ASTELLAS PHARMA US, INC. ("ASTELLAS")**

Pursuant to Federal Rule of Civil Procedure 23, and in light of the parties' entry into a Settlement Agreement to resolve this Action in its entirety (the "Settlement"), Indirect Purchaser Class Plaintiffs ("Plaintiffs"), respectfully move the Court to lift the stay in this case (*see* Dkt. 640) for the sole purpose of permitting Plaintiffs to file a motion seeking entry of the Preliminary Approval Order proposed herewith (annexed as **Exhibit 1** to the contemporaneously filed Declaration of J. Gerard Stranch, IV) ordering: (i) certification of a Fed. R. Civ. P. 23(b)(3) Class for settlement purposes only ("Settlement Class"); (ii) preliminary approval of the Settlement set forth in the Settlement Agreement between the parties is within the range of fairness and in the best interests of the Settlement Class; (iii) appointment of counsel to represent Third Party Payor members of the Settlement Class and counsel to represent Consumer members of the Settlement

Class (collectively, “Allocation Counsel”) for the purpose of negotiating, at arms’ length, an agreement (the “Allocation Agreement”) concerning the allocation of the Net Settlement Fund (as defined herein) between these two groups; (iv) approval of a reasonable deadline for Allocation Counsel to negotiate and reach the Allocation Agreement and submit it to the Court for preliminary approval, along with Plaintiffs’ proposal for a notice plan; (v) appointment of a Claims Administrator to administer claims submitted by members of the Settlement Class, (vi) appointment of an Escrow Agent (vii) establishment of a schedule for a hearing before the Court after the notice period has expired to consider objections to the Settlement, to approve the Settlement if appropriate, and to consider Plaintiffs’ counsel’s applications for attorneys’ fees and expenses and incentive awards as set forth in the Settlement Agreement (the “Fairness Hearing”); and (viii) a stay of all proceedings in the Action, other than those incident to the settlement process, until such time as the Court renders a final decision regarding the approval of the Settlement.

Contemporaneous with this motion, Plaintiffs will file a Notice of Settlement, Motion to Stay Appeal and to Remand in the United States Court of Appeals for the First Circuit (the “Appellate Court”), which informs the Appellate Court that the parties have entered a Settlement Agreement, and asks the Appellate Court to stay the appellate proceedings currently underway, and to remand the action to the Court for further proceedings consistent with the Settlement.

The grounds for this motion are set forth in the accompanying Memorandum of Law, Declaration of J. Gerard Stranch, IV, and exhibits thereto.

Dated: February 4, 2016

Respectfully submitted,

/s/ J. Gerard Stranch, IV
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CERTIFICATE OF SERVICE

I hereby certify that on February 4, 2016, I served the foregoing on all counsel of record by ECF delivery.

/s/ J. Gerard Stranch, IV
J. Gerard Stranch, IV