

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

In re: NEXIUM (ESOMEPRAZOLE)
ANTITRUST LITIGATION

This Document Relates To:

ALL END-PAYOR ACTIONS

MDL No. 2409

Civil Action No.: 1:12-md-2409-WGY

**END-PAYOR PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF
PROPOSED CLASS ACTION SETTLEMENT**

United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund; Allied Services Division Welfare Fund; Fraternal Order of Police Miami Lodge 20, Insurance Trust Fund; New York Hotel Trades Council & Hotel Assoc. of New York City, Inc. Health Benefits Fund; Laborers International Union of North America Local 35 Health Care Fund; International Brotherhood of Electrical Workers Local 595 Health and Welfare Fund; Laborers International Union of North America Local 17 Health Care Fund; International Union of Machinists and Aerospace Workers District No. 15 Health Fund; Michigan Regional Council of Carpenters Employee Benefits Fund; and A.F. of L. – A.G.C. Building Trades Welfare Plan (“End-Payor Plaintiffs”), on behalf of themselves and the certified end-payor class (collectively “End-Payor Class”), pursuant to Federal Rule of Civil Procedure 23(e), respectfully move for entry of an order granting preliminary approval of the proposed settlement with defendants Dr. Reddy’s Laboratories, Ltd. and Dr. Reddy’s Laboratories, Inc. (collectively “DRL”). End-Payor Plaintiffs’ motion is unopposed.

In support of this motion, End-Payor Plaintiffs submit: (1) a Memorandum of Law in Support of End-Payor Plaintiffs' Unopposed Motion for Preliminary Approval, and (2) the Declaration of Kenneth A. Wexler in support of End-Payor Plaintiffs' Motion for Preliminary Approval. A Proposed Order Granting Preliminary Approval is submitted herewith.

Certification Under Local Rule 7.1(a)(2)

Pursuant to Local Rule 7.1(a)(2), undersigned counsel hereby certifies that counsel for Defendants do not oppose the instant motion.

Dated: October 20, 2014

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Glen DeValerio, hereby certify that on October 20, 2014 I caused a copy of the foregoing End-Payor Plaintiffs' Motion For Preliminary Approval Of Proposed Class Action Settlement to be filed electronically via the Court's electronic filing system. Those attorneys who are registered with the Court's electronic filing system may access this filing through the Court's system, and notice of this filing will be sent to these parties by operation of the Court's electronic filing system.

Dated: October 20, 2014

/s/ Glen DeValerio
Glen DeValerio

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**[PROPOSED] ORDER PRELIMINARILY APPROVING END-PAYOR
CLASS SETTLEMENT WITH DR. REDDY’S LABORATORIES,
LTD. AND DR. REDDY’S LABORATORIES, INC. (“DRL”)**

WHEREAS, on October 17, 2014, plaintiffs United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund; Allied Services Division Welfare Fund; Fraternal Order of Police Miami Lodge 20, Insurance Trust Fund; New York Hotel Trades Council & Hotel Assoc. of New York City, Inc. Health Benefits Fund; Laborers International Union of North America Local 35 Health Care Fund; International Brotherhood of Electrical Workers Local 595 Health and Welfare Fund; Laborers International Union of North America Local 17 Health Care Fund; International Union of Machinists and Aerospace Workers District No. 15 Health Fund; Michigan Regional Council of Carpenters Employee Benefits Fund; and A.F. of L. – A.G.C. Building Trades Welfare Plan (“End Payor Plaintiffs”), on behalf of themselves and the certified end-payor class (collectively “End-Payor Class”), and defendants Dr. Reddy’s Laboratories, Ltd. and Dr. Reddy’s Laboratories, Inc. (collectively “DRL”), entered into a settlement agreement (“Settlement Agreement”) which sets forth the terms and conditions of the parties’ proposed settlement and the release and dismissal of claims by End-Payor Plaintiffs against DRL with prejudice (“Settlement”);

WHEREAS, on October 20, 2014, End-Payor Plaintiffs filed a Motion for Preliminary Approval of Proposed Class Action Settlement requesting the entry of an order preliminarily approving the Settlement Agreement, staying End Payor Plaintiffs litigation against DRL, and setting a schedule for final settlement approval. A copy of the Settlement Agreement was attached as Exhibit 1 to the Declaration of Kenneth A. Wexler in support of End-Payor Plaintiffs' Motion for Preliminary Approval;

WHEREAS DRL does not oppose End Payor Plaintiffs' request;

WHEREAS the Court certified an End-Payor Class on November 14, 2013, and the End-Payor Plaintiffs and DRL have agreed to settle the claims of that certified class, as documented in the Settlement Agreement; and

WHEREAS the Court is familiar with and has reviewed the record in this case and has reviewed the Settlement Agreement, including the attached exhibits, and found good cause for entering the following Order.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The terms of the Settlement Agreement dated October 17, 2014, including all exhibits thereto, are hereby preliminarily approved. This Order incorporates the Settlement Agreement, and terms used in this Order that are defined in the Settlement Agreement have the same meanings. The Settlement Agreement was entered into after arm's-length negotiations by experienced counsel. The Court finds that Settlement is within the range of reasonableness and warrants preliminary approval.

2. Pending further order of the Court, all litigation activity against DRL on behalf of End-Payor Plaintiffs is hereby stayed and all hearings, deadlines and other proceedings related to End-Payor Plaintiffs' claims against DRL, other than those incident to the settlement process, are

hereby taken off calendar. The stay shall remain in effect until such time that either (i) DRL or End-Payor Plaintiffs exercise their right to cancel and terminate the Settlement Agreement pursuant to its terms, or (ii) the Court renders a final decision regarding final approval of the Settlement. DRL is not a party to the trial that is being conducted in this case, and DRL is neither bound nor estopped by any findings made in this trial.

3. The Court will, upon further submissions of the parties, make determinations relating to the scheduling of a fairness hearing and related matters.

4. In the event that the Settlement Agreement fails to become effective in accordance with its terms, or if an order granting final approval to the Settlement Agreement and dismissing and releasing End-Payor Plaintiffs' claims against DRL is not entered or is reversed, vacated or materially modified on appeal, this Order shall be null and void.

5. In the event the Settlement Agreement is terminated, or not approved by the Court or the settlement does not become final pursuant to the terms of the Settlement Agreement, litigation shall resume in a reasonable manner as approved by the Court upon joint application of End-Payor Plaintiffs and DRL.

6. The Court retains exclusive jurisdiction to consider all further matters arising out of or connected with the Settlement Agreement.

SO ORDERED:

Dated: _____ 2014

Hon. William G. Young
UNITED STATES DISTRICT JUDGE