

RETURN DATE:	FEBUARY 25, 2025	:	SUPERIOR COURT
		:	
AETNA INC.		:	JUDICIAL DISTRICT OF
		:	HARTFORD
V.		:	
		:	
ACTAVIS HOLDCO US, INC.; ACTAVIS PHARMA,		:	AT HARTFORD
INC.; AMNEAL PHARMACEUTICALS, INC.;		:	
AMNEAL PHARMACEUTICALS, LLC; APOTEX		:	
CORP.; AUROBINDO PHARMA USA, INC.;		:	
BRECKENRIDGE PHARMACEUTICAL, INC.;		:	
DR. REDDY'S LABORATORIES INC.;		:	
GLENMARK PHARMACEUTICALS INC., USA;		:	
GREENSTONE LLC; LANNETT COMPANY,		:	
INC.; LUPIN PHARMACEUTICALS, INC.;		:	
MYLAN PHARMACEUTICALS, INC.; NOVARTIS		:	
AG; PFIZER, INC.; SANDOZ AG; SANDOZ,		:	
INC.; TARO PHARMACEUTICALS USA, INC.;		:	
TEVA PHARMACEUTICALS USA, INC.; UPSHER-		:	
SMITH LABORATORIES, LLC; VIATRIS, INC.;		:	
WOCKHARDT USA LLC; AND ZYDUS		:	
PHARMACEUTICALS (USA) INC.		:	DECEMBER 30, 2024

COMPLAINT

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Plaintiff Aetna Inc. (“Aetna” or “Plaintiff”) files this Complaint against Defendants Actavis Holdco US, Inc., Actavis Pharma, Inc., Amneal Pharmaceuticals, Inc., Amneal Pharmaceuticals, LLC, Apotex Corp., Aurobindo Pharma USA, Inc., Breckenridge Pharmaceutical, Inc., Dr. Reddy’s Laboratories Inc., Glenmark Pharmaceuticals Inc., USA, Greenstone LLC, Lannett Company, Inc., Lupin Pharmaceuticals, Inc., Mylan Pharmaceuticals, Inc., Novartis AG, Pfizer, Inc., Sandoz AG, Sandoz, Inc., Taro Pharmaceuticals USA, Inc., Teva Pharmaceuticals USA, Inc., Upsher-Smith Laboratories, LLC, Viatris, Inc., Wockhardt USA LLC, and Zydus Pharmaceuticals (USA) Inc., (collectively “Defendants”) and alleges based on personal knowledge as to the facts pertaining to it and information made public during ongoing government investigations of Defendants and other generic drug companies, and upon information and belief as to all other matters, as follows:

I. NATURE OF THE ACTION

1. Plaintiff brings this action to recover damages it incurred from egregious overcharges it paid for certain widely used generic drugs, arising from a far-reaching conspiracy among Defendants and others to blatantly fix the price of such drugs. This conspiracy increased the Defendants’ profits, and that of others working with them, at the expense of Plaintiff, a private health benefit provider, as well as consumers and the government.

2. In the pharmaceutical industry, generic drug entry predictably and typically results in increased price competition, which reduces the price of drugs for wholesalers, retailers, consumers, and third-party payers (“TPPs”) like Plaintiff. Defendants here, however, along with other generic drug manufacturers, conspired to manipulate the relevant markets, allocate these markets amongst themselves, and obstruct generic competition in an ongoing scheme to fix, increase, stabilize, and/or maintain the price of generic drugs, examples of which are identified in Appendix A (the “Subject Drugs”). The Defendants’ scheme continues to affect the generic drug markets for the Subject

Drugs. While this Complaint alleges facts as to the Subject Drugs, this scheme and conspiracy extends to other generic drugs.

3. Defendants orchestrated their conspiracy through secret communications and meetings, both at private and public events, like trade association meetings held by the Generic Pharmaceutical Association (“GPhA”) (n/k/a Association for Accessible Medicines), the Healthcare Distribution Management Association (“HDMA”) (n/k/a Healthcare Distribution Alliance), the Minnesota Multistate Contracting Alliance for Pharmacy (“MMCAP”), and the Healthcare Supply Chain Association (“HSCA”), among others.

4. The conspiracy, which infected the entire generic marketplace, was designed to evade detection. Pursuant to a “fair share” scheme, Defendants predetermined market share, fixed prices, and rigged bids on the Subject Drugs, as well as additional drugs. This fair share understanding was often referred to by Defendants as the “rules of engagement” for the generic drug industry and permeated every segment of the industry. The modus operandi was to avoid competition among generic manufacturers that would normally result in significant price erosion and significant savings for purchasers, particularly insurers – like Plaintiff – responsible for paying the bulk of the prescription drug costs in the United States. This overarching conspiracy, effectuated by a series of drug-specific conspiracies, thwarted competition across the generic drug industry

5. Predictably, the results of the conspiracy were severe. The prices of generic drugs skyrocketed at unprecedented rates, some by more than 1000%, like for example, Clomipramine (2,600%), Nadolol (2,762%), Oxybutynin Chloride (between 1,100 and 1,500%), and Propranolol HCL (1,000%).

6. These price increases are consistent with Medicare Part D price increases found by the Government Accountability Office (“GAO”) for many of the Subject Drugs, including Baclofen, Benazepril HCTZ, Carbamazepine, Ciprofloxacin HCL, Clomipramine, Clotrimazole,

Dextroamphetamine Sulfate, Enalapril Maleate, Ethosuximide, Etodolac, Fluocinonide, Haloperidol, Ketoconazole, Labetalol HCL, Nadolol, Nitrofurantoin MAC, Oxaprozin, Oxybutynin Chloride, Piroxicam, Pravastatin, Prochlorperazine, Ranitidine HCL, and Tobramycin.¹

7. By 2012, Defendants and their co-conspirators embarked on one of the most egregious and massive overarching price-fixing conspiracy in the history of the United States. They leveraged the culture of cronyism in the generic drug industry to avoid price erosion, increase prices for targeted products, and maintain artificially inflated prices across their respective product portfolios without triggering a “fight to the bottom” among competitors.

8. Defendants and their co-conspirators routinely and systematically communicated with one another to determine and agree on how much market share, and which customers, each conspirator was entitled to. They effectuated their market allocation by either refusing to bid for particular customers or providing outrageously high cover bids. This created an artificial equilibrium that enabled the conspirators to then collectively raise and/or maintain prices for a particular generic drug.

9. Defendants and their co-conspirators understood and acted upon an underlying code of conduct widespread in the generic drug industry: any time a competitor enters a particular drug market, it can contact its competitors and allocate the market according to a generally agreed-upon standard of “fair share” in order to avoid competing and keep prices high. While different drugs may involve different competitors, this understanding remains constant and is the backbone of the industry wide conspiracy.

10. As one example of this conspiracy, Teva selected a core group of “High Quality” conspirators that it had existing conspiratorial relationships with, and targeted drugs that Teva and

¹ Generic Drugs Under Medicare: Part D Generic Drug Prices Declined Overall, but Some Had Extraordinary Price Increases, GAO-16-706 (August 2016) (“the GAO Report”).

High-Quality competitors overlapped on for price increases. Teva and the High-Quality competitors understood that they would lead and follow each other's price increases and did so frequently and successfully.

11. The market for each of the Subject Drugs was small enough to foster collusion, but still large enough that prices should have remained at their historical, near marginal cost levels. Defendants and their co-conspirators overcame this obstacle and produced extraordinary price increases, as reflected in industry-wide data, by engaging in a concerted effort to grow their conspiracy and dominate the market for the Subject Drugs.

12. This industry-wide data is consistent with the substantial price increases Plaintiff suffered for the Subject Drugs.

13. Defendants knew their conduct was unlawful. They limited their communications to in-person meetings, or mobile phone calls, to avoid creating a record of their conduct. When communications were reduced to writing or text messages, Defendants often destroyed the evidence of those communications.

14. Executives and others at the highest levels in many of Defendant and their co-conspirator drug companies, including among others, Ara Aprahamian (Actavis/Watson, Sun/Taro), David Berthold (Lupin), Mitchell Blashinsky (Glenmark, Sun/Taro), Douglas Boothe (Actavis, Perrigo), James (Jim) Brown (Dr. Reddy's, Glenmark), Maureen Cavanaugh (Teva), Tracy Sullivan DiValerio (Lannett), Marc Falkin (Actavis/Teva), James (Jim) Grauso (Aurobindo, Glenmark, G&W), Kevin Green (Teva, Zydus), Walter Kaczmarek (Fougera, Mallinckrodt), Armando Kellum (Fougera/Sandoz), Rajiv Malik (Mylan, Ranbaxy, Sandoz), Satish Mehta (Emcure/Heritage), Jill Nailor (Greenstone), James (Jim) Nesta (Mylan), Kurt Orlofsky (G&W), Konstantin (Kon) Ostaficiuk (Camber), Nisha Patel (Teva), Michael Perfetto (Actavis, Sun/Taro), David Rekenthaler (Apotex, Teva), Richard (Rick) Rogerson (Actavis/Teva), Erika Vogel-Baylor

(G&W), and John Wesolowski (Perrigo) conceived, directed, and ultimately benefitted from these schemes.

15. This scheme to fix and maintain prices, allocate markets, and otherwise stifle competition caused, and continues to cause, significant harm to the United States healthcare system. Defendants' scheme violates various state antitrust and unfair competition laws, as alleged herein. As a result of the conspiracy, Plaintiff paid substantially inflated and anticompetitive prices for generic pharmaceutical drugs, and Defendants illegally profited as a result.

16. Plaintiff seeks treble damages and injunctive relief on account of Defendants' unlawful scheme to fix, maintain, and stabilize prices for the Subject Drugs.

II. THE PARTIES

A. Plaintiff

17. Plaintiff Aetna Inc. is a holding company and, since late 2018, part of CVS Health. Plaintiff is headquartered in Connecticut and incorporated under the laws of Pennsylvania. Plaintiff received an express assignment from its health plan affiliates and subsidiaries to pursue this litigation. Plaintiff's assignor affiliates and subsidiaries operate as the Health Care Benefits segment of CVS Health, and collectively provide health insurance products and related services, as described below, to over 30 million Americans.

18. Plaintiff's assignor affiliates and subsidiaries provide, inter alia: (1) Medicare benefits through contracts with the Centers for Medicare and Medicaid Services ("CMS"), for Medicare beneficiaries through a variety of Medicare Advantage plans offered under Part C of Medicare, and prescription drug benefits under Part D of Medicare; (2) benefits under various states' Medicaid programs; and (3) private commercial health insurance plan benefits that cover the medical expenses incurred by plan beneficiaries on an individual or group basis. These benefits include prescription drug coverage under which claims for the Subject Drugs were submitted and paid.

19. Plaintiff's assignor affiliates and subsidiaries insure and administer health plan benefits for members and group customers, including self-funded group customers that contract with Plaintiff's assignor affiliates and subsidiaries to, among other things, administer claims processing on the customers' behalf and to pursue recoveries related to those claims. Many of these health plan benefits provide members with prescription drug coverage under which claims for the Subject Drugs were submitted and paid. Aetna is pursuing recovery related to those claims.

B. Defendants and Affiliated Companies

Actavis

20. Defendant Actavis Holdco US, Inc. ("Actavis Holdco") is a Delaware corporation with a principal place of business in Parsippany, New Jersey. In March 2015, Actavis plc, the then-parent company of non-Defendant Actavis Elizabeth, LLC and Defendant Actavis Pharma, Inc., merged with Allergan, Inc. and changed its name to Allergan plc ("Allergan"). In August 2016, Teva Pharmaceutical Industries Ltd., the Israeli parent company of Defendant Teva Pharmaceuticals USA, Inc., purchased Allergan's generics business, which included Actavis Elizabeth, LLC and Actavis Pharma, Inc. The assets and liabilities of Allergan's generics business were transferred to the newly-formed Actavis Holdco. Actavis Holdco is a wholly-owned subsidiary of Teva Pharmaceuticals USA, Inc.

21. Non-Defendant Actavis Elizabeth, LLC ("Actavis Elizabeth") is a Delaware limited liability company with a principal place of business in Elizabeth, New Jersey. It is a wholly-owned subsidiary of Actavis Holdco and is a research and development and manufacturing entity for the Actavis generics operations.

22. Defendant Actavis Pharma, Inc., is a Delaware corporation with a principal place of business in Parsippany, New Jersey. It is a wholly-owned subsidiary of Actavis Holdco and is a

principal operating company in the U.S. for Teva's generic products acquired from Allergan plc. It manufactures, markets, and/or distributes generic pharmaceuticals.

23. Actavis Holdco, Actavis Elizabeth, and Actavis Pharma, Inc. are collectively referred to herein as "Actavis." At all times relevant to the Complaint, Actavis marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

Amneal

24. Defendant Amneal Pharmaceuticals LLC ("Amneal LLC") is a Delaware limited liability company with a principal place of business in Bridgewater, New Jersey.

25. Amneal Pharmaceuticals, Inc. ("Amneal Inc.") is a corporation organized and existing under the laws of Delaware with its principal place of business in Bridgewater, New Jersey. It is the parent company of Defendant Amneal LLC. Amneal Inc. owns a portion of Amneal LLC and, as the managing member of Amneal LLC, conducts and exercises full control over all activities of Amneal LLC.

26. Non-Defendant Amneal Pharmaceuticals of New York, LLC ("Amneal New York") is a limited liability company organized and existing under the laws of Delaware with its principal place of business in Bridgewater, New Jersey. Amneal New York is an indirect wholly-owned subsidiary of Amneal Inc.

27. Non-Defendant Impax Laboratories, LLC f/k/a Impax Laboratories, Inc. ("Impax") is a Delaware limited liability company with a principal place of business in Hayward, California. Impax is a wholly owned subsidiary of Defendant Amneal LLC.

28. Unless addressed individually, Amneal Inc., Amneal LLC, Amneal New York, and Impax are collectively referred to as "Amneal." At all times relevant to the Complaint, Amneal marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

Apotex

29. Defendant Apotex Corp. (“Apotex”) is a Delaware corporation with a principal place of business in Weston, Florida. At all times relevant to the Complaint, Apotex marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

Aurobindo

30. Defendant Aurobindo Pharma USA, Inc., (“Aurobindo”) is a Delaware corporation with a principal place of business in East Windsor, New Jersey. At all times relevant to this Complaint, Aurobindo marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

Breckenridge

31. Defendant Breckenridge Pharmaceutical, Inc. (“Breckenridge”) is a Delaware corporation with a principal place of business in Berlin, Connecticut. At all times relevant to the Complaint, Breckenridge marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

Dr. Reddy’s

32. Defendant Dr. Reddy’s Laboratories Inc. (“Dr. Reddy’s”) is a New Jersey corporation with a principal place of business in Princeton, New Jersey. Dr. Reddy’s is a wholly-owned subsidiary of Dr. Reddy’s Laboratories Ltd., an Indian company with its principal place of business in Hyderabad, India. At all times relevant to the Complaint, Dr. Reddy’s marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

Glenmark

33. Defendant Glenmark Pharmaceuticals Inc., USA (“Glenmark”) is a Delaware corporation with a principal place of business in Mahwah, New Jersey. At all times relevant to the

Complaint, Glenmark marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

Lannett

34. Defendant Lannett Company, Inc. (“Lannett”) is a Delaware corporation with a principal place of business in Trevose, Pennsylvania. At all times relevant to the Complaint, Lannett marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

Lupin

35. Defendant Lupin Pharmaceuticals, Inc. (“Lupin”) is a Delaware corporation with a principal place of business in Baltimore, Maryland. Lupin is a wholly-owned subsidiary of Lupin Limited, an Indian company with its principal place of business in Mumbai, India. At all times relevant to this Complaint, Lupin marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

Mylan

36. Non-Defendant Mylan Inc. is a Pennsylvania corporation with a principal place of business in Canonsburg, Pennsylvania. It is the parent company of Defendants Mylan Pharmaceuticals, Inc. and Mylan Institutional Inc. f/k/a UDL Laboratories Inc.

37. Non-Defendant Mylan Institutional Inc. f/k/a UDL Laboratories Inc. (“UDL”) is an Illinois corporation with its principal place of business in Rockford, Illinois. UDL is a wholly-owned subsidiary of Defendant Mylan Inc. At all times relevant to the Complaint, UDL marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

38. Defendant Mylan Pharmaceuticals, Inc. is a West Virginia corporation with a principal place of business in Morgantown, West Virginia.

39. Non-Defendant Mylan N.V. is a Dutch company with a principal place of business and global headquarters in Canonsburg, Pennsylvania. Mylan N.V. is the former direct parent of Mylan Inc. and the former ultimate parent of Mylan Pharmaceuticals, Inc. and Mylan Institutional Inc. f/k/a UDL Laboratories Inc.

40. Mylan Inc., Mylan Pharmaceuticals, Inc., Mylan N.V., and UDL are collectively referred to as “Mylan.” At all times relevant to this Complaint, Mylan marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

Pfizer/Greenstone

41. Defendant Pfizer, Inc., (“Pfizer”) is a Delaware corporation with its principal place of business in New York, N.Y. Pfizer is a global biopharmaceutical company and is the corporate parent of Defendant Greenstone. At all times relevant to the Complaint, Pfizer has participated in and directed the business activities of Defendant Greenstone.

42. Defendant Greenstone LLC, (“Greenstone”) is a limited liability company with a principal place of business in Peapack, New Jersey. Prior to November 16, 2020, Greenstone was a wholly-owned subsidiary of Defendant Pfizer, Inc. (“Pfizer”), a global pharmaceutical company headquartered in New York, New York, and had operated as the generic drug division of Pfizer.

43. Greenstone operates out of Pfizer’s Peapack, New Jersey campus, and, at all relevant times, a majority of Greenstone’s employees were also employees of Pfizer’s Essential Health Division, including Greenstone’s President, and used an @pfizer.com e-mail address. Greenstone employees also used Pfizer for financial analysis, human resources, and employee benefit purposes, making the two companies essentially interchangeable. At all times relevant to the Complaint, Greenstone marketed and sold one or more of the Subject Drugs in this District and throughout the United States under the direction and control of Pfizer. Unless individually addressed, Greenstone and Pfizer are collectively referred to as “Greenstone.”

Sandoz/Fougera/Novartis

44. Defendant Sandoz, Inc., is a Delaware corporation with a principal place of business in Princeton, New Jersey. At all times relevant to the Complaint, Sandoz marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

45. Non-Defendant Fougera Pharmaceuticals Inc. (“Fougera”) is a New York corporation with a principal place of business in Melville, New York. Fougera is a wholly-owned subsidiary of Defendant Sandoz, Inc. Fougera specializes in the production, marketing, and sale of dermatological products. At all times relevant to the Complaint, Fougera marketed and sold one or more generic drugs in this District and throughout the United States.

46. Defendant Novartis AG (“Novartis”) is a global pharmaceutical company organized and existing under the laws of Switzerland with its principal place of business in Basel, Switzerland.

47. Defendant Sandoz AG is a company organized and existing under the laws of Switzerland with its principal place of business in Basel, Switzerland.

48. Prior to October 4, 2023, Sandoz, Inc. was an indirect, wholly owned subsidiary of Defendant Novartis through which Novartis operated its generic pharmaceutical business in the United States, and Sandoz AG was an indirect, wholly owned subsidiary of Novartis through which Novartis operated its global generic pharmaceutical business. On October 4, 2023, pursuant to a spin-off transaction, Sandoz Inc. became a direct subsidiary of Defendant Sandoz AG, and an indirect, wholly owned subsidiary of a new, standalone entity, Sandoz Group AG.

49. Unless addressed individually, Sandoz Inc., Fougera, Novartis AG, and Sandoz AG are collectively referred to herein as “Sandoz.”

Taro

50. Non-Defendant Taro Pharmaceutical Industries Ltd. is an Israeli company with a principal place of business in Haifa Bay, Israel. Throughout the relevant time period, the Indian

parent company of Sun (as described below) has owned a large majority stake of Taro Pharmaceutical Industries Ltd. At all times relevant to the Complaint, Taro Pharmaceutical Industries Ltd. participated in and directed the business activities of Defendant Taro Pharmaceuticals USA, Inc.

51. Defendant Taro Pharmaceuticals USA, Inc. is a New York corporation with a principal place of business in Hawthorne, New York.

52. Taro Pharmaceutical Industries Ltd. and Taro Pharmaceuticals USA, Inc. are collectively referred to herein as “Taro.” At all times relevant to the Complaint, Taro marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

Teva

53. Defendant Teva Pharmaceuticals USA, Inc., (“Teva”) is a Delaware corporation with a principal place of business in Parsippany, New Jersey. Teva is a wholly-owned subsidiary of Teva Pharmaceutical Industries Ltd., an Israeli corporation with its principal place of business in Petah Tikva Israel. At all times relevant to the Complaint, Teva marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

Upsher-Smith

54. Defendant Upsher-Smith Laboratories, LLC, (“Upsher-Smith”) is a Minnesota limited liability company with a principal place of business in Maple Grove, Minnesota. Upsher-Smith is a subsidiary of Sawaii Pharmaceutical Co., Ltd., a large generics company in Japan. At all times relevant to the Complaint, Upsher-Smith marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

Viatis

55. Defendant Viatis, Inc. (“Viatis”) is a corporation organized and existing under the laws of Delaware with its principal place of business at 1000 Mylan Boulevard, Canonsburg,

Pennsylvania. Viartis was formed as a result of the November 16, 2020, combination of the generic drug business of Defendant Pfizer (including Greenstone) and non-Defendant Mylan N.V. Following the transaction, Defendant Greenstone LLC became a wholly-owned subsidiary of Viartis.

Wockhardt

56. Defendant Wockhardt USA LLC, (“Wockhardt”) is a Delaware limited liability company with a principal place of business in Parsippany, New Jersey. Unless addressed individually, Wockhardt and Morton Grove, discussed below, are collectively referred to herein as “Wockhardt.” At all times relevant to the Complaint, Wockhardt marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

57. Non-Defendant Morton Grove Pharmaceuticals, Inc. (“Morton Grove”) is a Delaware corporation with a principal place of business in Morton Grove, Illinois. Morton Grove is a wholly-owned subsidiary of Wockhardt, Ltd. At all times relevant to this Complaint, Morton Grove marketed and sold one or more generic drugs in this District and throughout the United States.

Zydus

58. Defendant Zydus Pharmaceuticals (USA) Inc. (“Zydus”) is a New Jersey corporation with a principal place of business in Pennington, New Jersey. At all times relevant to the Complaint, Zydus marketed and sold one or more of the Subject Drugs in this District and throughout the United States.

59. When any allegation of the Complaint refers to any representation, act, or transaction of Defendants, or any agent, employee, or representative thereof, such allegation shall be deemed to mean that such principals, officers, directors, employees, agents, or representatives of

Defendants acted within the scope of their actual or apparent authority, and performed such representations, acts, or transactions on behalf of Defendants.

60. Given the broad scope of the conspiracy and resulting damages, as alleged in this Complaint, there is significant risk that certain Defendants may not have sufficient financial resources to satisfy their liabilities to Plaintiff. Indeed, as alleged in Section III.E below, several co-conspirators have initiated bankruptcy proceedings. A Defendant's inability to satisfy its liabilities to Plaintiff has caused Plaintiff irreparable harm such that preliminary injunctive relief may be necessary to preserve a Defendant's financial resources *pendente lite*.

C. Greenstone Equals Pfizer

61. All references in this Complaint to Defendant Greenstone apply equally to Defendant Pfizer. Indeed, prior to the formation of Viatis through the combination of the generic drug business of Defendants Mylan N.V. and Pfizer (including Greenstone) in November 16, 2020, Pfizer and Greenstone operated in many important respects as a single functioning entity, without regard to corporate formalities. Pfizer was the sole owner and shareholder of Greenstone but treated Greenstone as its generics division or an internal business unit rather than as a separate and independent entity, controlling and directing Greenstone's business activities including Greenstone's marketing and sale of generic drugs. Greenstone was part of the Pfizer business unit called the Global Established Pharmaceuticals Division, and later, Pfizer Essential Health.

62. Both companies shared the same office space at Pfizer's Peapack, New Jersey campus. They also shared common officers, managerial and supervisory personnel, including, the same President, Chief Executive Officer, Chief Operating Officer, Chief Commercial Officer, and many Vice-Presidents. The highest-ranking position at Greenstone was the General Manager, a position held by a Pfizer employee that reported directly to higher-level executives at Pfizer.

63. Pfizer performed many of the important business functions of Greenstone that an independent corporate entity would typically perform on its own, including but not limited to: (1) financial and sales analysis, (2) business technology, (3) customer service, (4) legal, (5) intellectual property, (6) supply chain, (7) human resources and (8) employee benefits. Importantly, Greenstone – which as of 2017 was the 15th largest generic manufacturer in the country with annual gross sales of over one billion dollars – did not have its own Finance Department, Accounting Department, Legal Department, Customer Services Department, Human Resources Department, Operations Department, or Information Technology Department – all critical functions for a legitimate business operation. All of those functions were performed by Pfizer.

64. A majority of Greenstone’s “employees” were actually employed by Pfizer. The two primary individuals identified throughout this Complaint as having conspired with competitors on behalf of Greenstone – Jill Nailor and Robin Hatosy – were Pfizer employees. They were paid directly by Pfizer, and Pfizer was listed as their employer in W-2 Wage and Tax Statements submitted to the United States government. In their communications internally and with customers and competitors, both Nailor and Hatosy regularly used e-mail addresses that ended with Pfizer’s e-mail domain: “@pfizer.com.” This was the case for most if not all of Greenstone’s “employees.” Nailor and Hatosy also both received shares of Pfizer stock as compensation for their work, in addition to their Pfizer-paid salaries. They were reimbursed and/or compensated by Pfizer through its accounts payable system for membership in industry trade associations; they used Pfizer cell phones and/or iPads; and they used Pfizer teleconference and WebEx services to conduct their work.

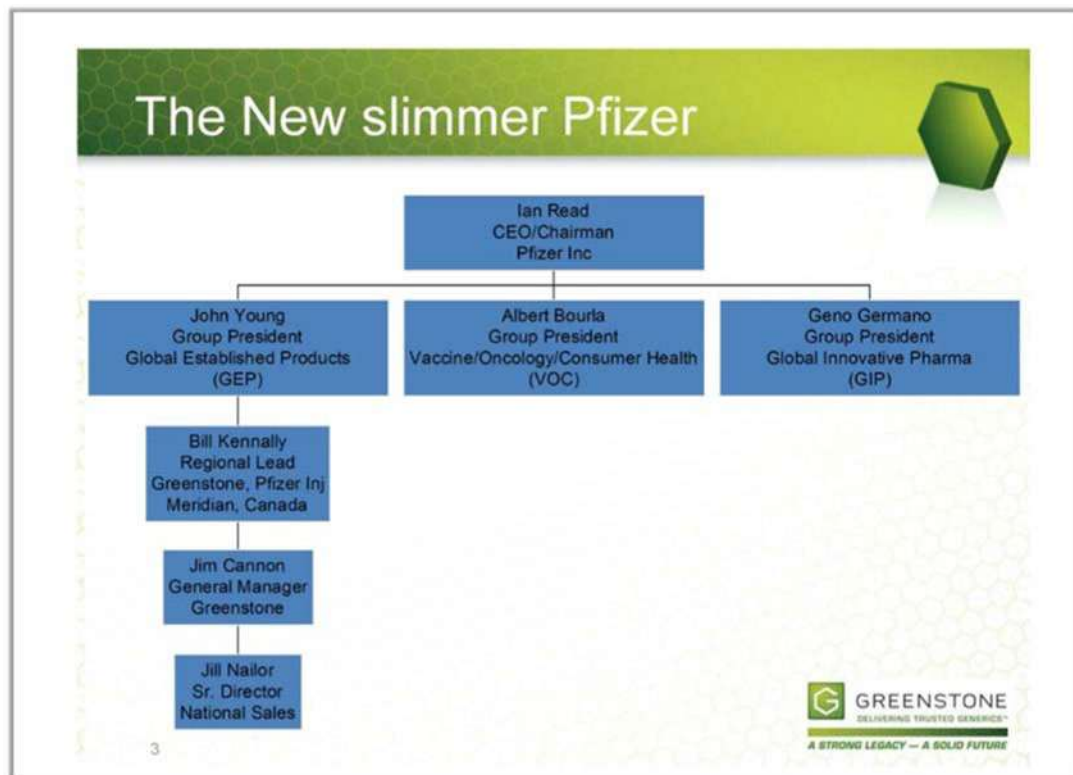
65. Jill Nailor received regular performance evaluations directly from Pfizer, called “Pfizer Senior Leader Excellence Profile[s],” and participated in a program called “Pfizer Cornerstones of Management.”

66. During all times relevant to this Complaint, Pfizer had operated with multiple business units, one of which was always responsible for overseeing the marketing and sale of “established” products, including the generic drugs sold by Greenstone. The name of this business unit has changed over time. As of 2014, it was called the Global Established Pharmaceuticals Division (“GEP”). Today, it is referred to as “Pfizer Essential Health” (“PEH”). Within Pfizer, Greenstone has operated as part of GEP and/or PEH, and Greenstone “employees” (often referred to as the “Greenstone team”) were all included in Pfizer’s organizational charts – demonstrating that Greenstone was acting as an internal division within Pfizer rather than as a separate company. For example, as of 2017, Jill Nailor and other Greenstone executives were prominently identified as PEH employees in certain Pfizer organizational charts. A part of one of those charts is shown below:

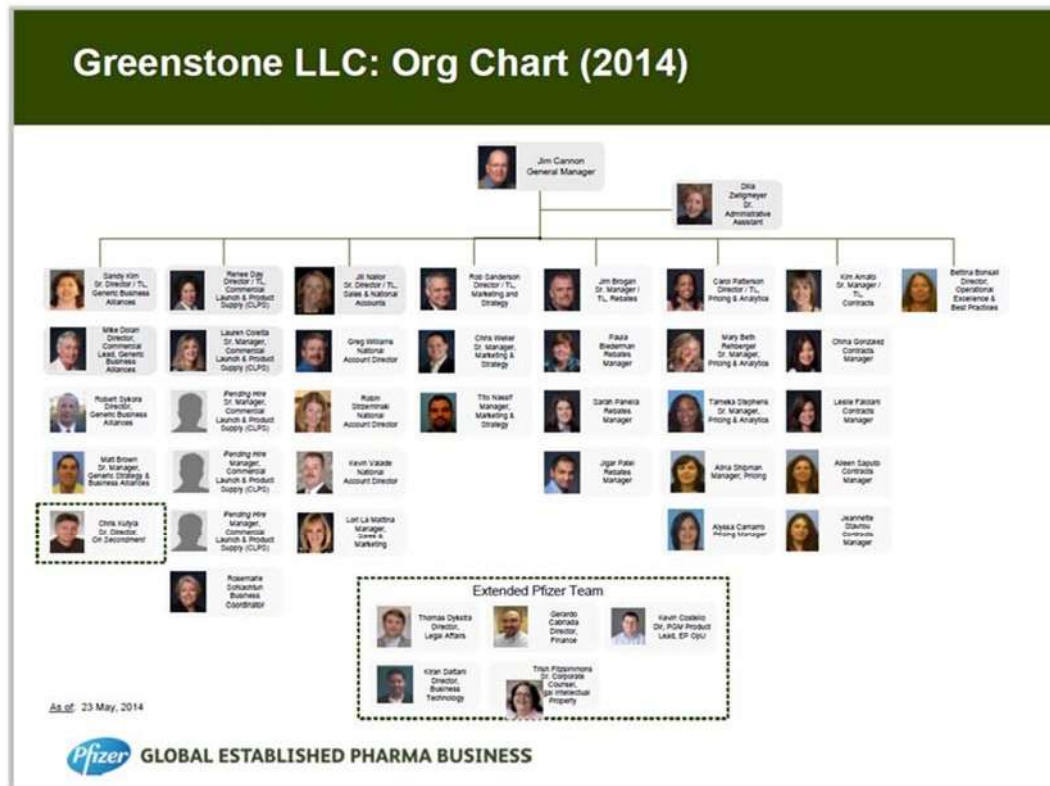


67. Similarly, as of 2014 these same individuals were considered part of GEP. In an April 2014 presentation to Greenstone customers at the NACDS Annual Conference in Scottsdale, Arizona, Jill Nailor gave what she referred to as a “Greenstone/Pfizer overview” where she discussed the new streamlined organization of Pfizer and Greenstone. Specifically, Nailor told customers that the General Manager of Greenstone – Jim Cannon – was now only three levels away from the CEO of Pfizer within the overall Pfizer corporate structure. She showed customers the

organizational structure of Pfizer, which included both Jim Cannon (General Manager of Greenstone) and herself as reports within the Pfizer corporate hierarchy:



68. Even Greenstone’s own separate organizational charts, to the extent they exist, include all Pfizer employees, the Pfizer trademarked logo and brand name, and refer to the “Extended Pfizer Team” of individuals who perform many important business functions for the company. For example:



69. Greenstone also promoted itself publicly as a marketing or distribution wing of Pfizer, specifically adopting the Pfizer logo in its marketing materials.
70. Greenstone consistently advertised its connection with Pfizer in order to strategically capitalize on Pfizer's brand recognition and respect, for purposes of increasing its own sales.
71. In carrying out its business, Greenstone's internal training and marketing documents regularly carried Pfizer's trademarked logo and brand name. This includes internal "Greenstone" presentations relating solely to generic drugs and issues specific to the generic pharmaceutical industry.
72. Because Greenstone operated as part of Pfizer, Pfizer was directly involved in the generics business and extensively evaluated generic competitors, price erosion in the generic industry, and other strategic issues on behalf of Greenstone. Greenstone and Pfizer management

regularly coordinate on strategy, and communicate about concepts such as “fair share,” “responsible pricing” and following other competitors’ price increases in particular generic drug markets.

73. Pfizer employees also worked directly with the FDA on Greenstone’s behalf to obtain approval for the drugs that Greenstone sold.

74. Greenstone also relied on Pfizer for cost and pricing strategy. For new products in particular, Pfizer’s Global Supply unit (“PGS”) made the budget, defined the costs of goods sold, and then conveyed that information to Greenstone without significant feedback. PGS also was heavily involved in deciding which new molecules were produced and/or sold by Greenstone.

75. Pfizer performed all financial analyses, sales reports, revenue projections, and other finance functions for Greenstone. Since at least January 2013, these tasks had been performed by Pfizer’s Director of Business Finance.

76. Greenstone has not have its own separate IT infrastructure, and Pfizer provided access to its bid-tracking software and other business tools so that Greenstone could keep track of its operations, including but not limited to, budget, supply, pricing, molecules sold, competition, market share, and financial performance generally.

77. In every important respect, including financially, Pfizer directly controlled the decision-making of Greenstone. Greenstone did not even have the authority to implement its own price increases without first obtaining the approval of Pfizer. This included the price increases discussed below. Not only did Pfizer have to approve Greenstone’s price increases, but it also directed Greenstone’s strategy regarding the increases, and Greenstone always acted at the direction of Pfizer (at least prior to the Viartis transaction). For example, in a “Business Review” presentation to the President of PEH in May 2017, Greenstone indicated that, for price increases specifically, it must “[f]ollow Pfizer guidelines.”

78. For these reasons, Greenstone has been a “separate entity” in name only. Any actions attributed to Greenstone throughout this Complaint, including specifically those of Jill Nailor or Robin Hatossy, are actions taken, directed and/or controlled by Defendant Pfizer.

D. Prior To The Sandoz Spin-Off, Sandoz And Novartis Operated As A Single Entity And Novartis Exercised Control Over Sandoz’s Actions

79. Novartis was created as a result of the merger of Sandoz AG and CIBA-Geigy AG (“Merging Parties”) on December 20, 1996 when all assets and liabilities of the Merging Parties were transferred by universal succession to Novartis (the “1996 Merger”).² The 1996 Merger was structured as a “merger of equals” and “based on an exchange of shares,” with former Sandoz AG shareholders receiving 55% of Novartis shares. Under U.S. GAAP, Sandoz AG would be deemed to have acquired the assets and liabilities of CIBA-Geigy AG.

80. Novartis and Sandoz Group AG share the same headquarters, the venerable St. Johann facility located in Basel, Switzerland. Even following the 2023 spin-off, Novartis and Sandoz Group AG continue to share the same headquarters.

81. After the 1996 Merger, the Sandoz name became dormant, with Novartis operating its generic business as Novartis generics. Novartis relaunched and operated its global generics businesses under the Sandoz brand in 2003³ through various subsidiary companies, including Sandoz, Inc., Sandoz AG, and Sandoz International GmbH. But Novartis and these subsidiary companies acted as a single functioning entity without regard to corporate formalities. For all practical purposes, Novartis treated Sandoz as part of a larger integrated company and exercised

² Novartis AG, Form 20-F, as filed with the U.S. Securities and Exchange Commission on March 18, 2002, at F-8, <https://www.sec.gov/Archives/edgar/data/1114448/000091205702010233/a2072042z20-f.htm>.

³ <http://test.pharmabiz.com/news/novartis-generics-to-be-rebranded-as-sandoz-15681>; <https://www.my-sandoz.com/za-en/en/about-sandoz>.

control over its actions, including its decisions related to the manufacture and sale of the generic drugs, including the Subject Drugs.

82. The Sandoz, Inc. board of directors operated as a mere formality.

83. Sandoz's revenues and financial success were rolled up into the financial results of Sandoz's global operations, and then further consolidated into Novartis's financial statements with the ultimate objective of transferring value and profits to the Novartis organization as a whole, including the illegal profits that arose from the conspiracy alleged herein. In fact, Novartis was strategizing how to improve Sandoz's profitability so that it could use those profits to compensate Novartis shareholders. Responsibility for this was undertaken by Novartis' Board of Directors.

84. As a result, Novartis dictated Sandoz's financial targets, and how Sandoz needed to achieve those targets to reap the profits for Novartis. Sandoz understood that its responsibility was to generate revenue for, and increase the profitability of, Novartis.

85. Consistent with the commercial realities, Novartis continually identified Sandoz in its Annual Reports and investor communications as its generics "division" or "segment" or part of the "Novartis Group." Additionally, pursuant to formal marketing guidelines directed by Novartis and intended to present the image of an integrated company, the Sandoz name in presentations and other documents was typically accompanied by the squib "A Novartis Company" or "A Novartis Division." When dealing with customers and the public, Novartis presented the image of a single unified Novartis and blurred the distinctions between the various subsidiaries.

86. Furthermore, Novartis's Code of Conduct was applicable to all Novartis entities, including Sandoz, and provided: "We are committed to fair competition and will not breach competition laws and regulations."⁴

⁴ Novartis Code of Conduct, available at <https://www.novartis.com/sites/www.novartis.com/files/code-of-conduct-english.pdf>.

87. In addition to treating Sandoz revenues and profits as its own, Novartis satisfied Sandoz's outstanding debts by issuing Novartis stock to debtholders. For example, in a Form 20-F filed by Novartis with the SEC on March 18, 2002, Novartis reported that it would satisfy various debt obligations owed by Sandoz AG and its subsidiaries by issuing Novartis shares to the debtholders or otherwise paying such debtholders cash out of cash controlled by Novartis.⁵

88. In addition, Novartis's communications with external parties represented that the creditworthiness of Sandoz entities was entirely dependent on the creditworthiness of Novartis.

89. Moreover, personnel employed by Novartis made decisions regarding the direction of Sandoz's generics business, such as whether to integrate certain functions across its "divisions," and whether to keep supply and other relationships in-house or out.

90. Prior to the 2023 spin-off, Novartis also controlled several of Sandoz's business functions, including: accounting, finance, quality and pharmacovigilance, human resources operations, pension administration, legal, real estate and facility services, including site security and executive protection, procurement, information technology, information security, commercial and medical support services, financial reporting and accounting operations.⁶ Novartis' technical operations unit managed the production, supply chain and quality of the Sandoz division.⁷

91. It is not surprising that employees were confused about the identity of their employer.

⁵ Novartis AG, Form 20-F, as filed with the U.S. Securities and Exchange Commission on March 18, 2002, at 77, <https://www.sec.gov/Archives/edgar/data/1114448/000091205702010233/a2072042z20-f.htm>.

⁶ See Listing Prospectus dated August 18, 2023, Sandoz Group AG, at 58-59 [hereinafter the "August 18, 2023 Prospectus" or the "Prospectus"], available at https://prod.cms.sandoz.com/sites/spare53_sandoz.com/files/2023-10/Sandoz-Group-AG-Prospectus-2023-08_17.pdf; Tony Bonagura Tr. at 149:5-151:6-10.

⁷ Prospectus at 58.

92. Moreover, Novartis was heavily involved in, exercised control over, and dominated the Sandoz conduct at issue in this case. For instance, Novartis also participated in, exercised control over, and dominated bidding decisions at Sandoz.

93. Novartis also accepted financial responsibility for at least some of the illegal conduct detailed herein. Indeed, Note 20 to Item 18 in Novartis' Consolidated Financial Statement, as filed with the SEC as part of Novartis' Form 20-F for 2022, shows that its provision for non-current liabilities, specifically for "governmental investigations and other legal matters" increased from \$181 million in 2020 to \$341 million in 2021 despite having agreed to settle the DOJ investigation with, among other things, a payment of \$185 million.⁸ Novartis specifically identifies this Multi-District Litigation as one of several matters for which Novartis has provisioned for further costs under Note 20.⁹

94. In August 2022, Novartis announced its intention to "separate Sandoz, its generics and biosimilars division into a new publicly traded standalone company, by way of a 100% spin-off."¹⁰ As a result of the spin-off, Sandoz, Inc. became a direct subsidiary of Sandoz AG, alongside of Sandoz International GmbH, and an indirect subsidiary of the newly formed Sandoz Group AG.¹¹

⁸ See Novartis AG, Form 20-F, at F-44-47 (2022), https://www.novartis.com/sites/novartis_com/files/novartis-annual-report-2022.pdf.

⁹ See *id.*

¹⁰ Press Release, Novartis Announces Intention to Separate Sandoz Business to Create a Standalone Company by way of a 100% Spin-Off (Aug. 25, 2022), <https://www.novartis.com/news/media-releases/novartis-announces-intention-separate-sandoz-business-create-standalone-company-way-100-spin>.

¹¹ Prospectus at xiii.

E. Co-Conspirators

95. Various other persons, firms, entities, and corporations not named as defendants in this Complaint have participated as co-conspirators with Defendants in the violations alleged herein and have aided, abetted, and performed acts and made statements in furtherance of the conspiracy.

96. Akorn, Inc. (“Akorn”) was a Louisiana corporation with its principal place of business in Lake Forest, Illinois. Akorn is the parent company of Hi-Tech Pharmacal Co., Inc. At all times relevant to the Complaint, Akorn marketed and sold one or more generic drugs in this District and throughout the United States.

97. Alvogen, Inc. (“Alvogen”) is a Delaware corporation with a principal place of business in Morristown, New Jersey. It is a privately held company that was founded in 2009 by a former CEO of Actavis. On March 7, 2016, Alvogen acquired County Line Pharmaceuticals (“County Line”) and is the successor in interest to County Line. Unless addressed individually, Alvogen and County Line are collectively referred to as “Alvogen.” At all times relevant to the Complaint, Alvogen marketed and sold one or more generic drugs in this District and throughout the United States.

98. Bausch Health Americas, Inc. f/k/a Valeant Pharmaceuticals International, Inc. is a Delaware corporation with US headquarters located in Bridgewater, New Jersey. Bausch Health Americas, Inc. is the parent company of Defendant Bausch Health US, LLC.

99. Bausch Health US, LLC f/k/a Valeant Pharmaceuticals North America LLC is a Delaware limited liability company with a principal place of business in Bridgewater, New Jersey.

100. Oceanside Pharmaceuticals, Inc. (“Oceanside”) is a Delaware corporation with a principal place of business in Bridgewater, New Jersey. Oceanside is a wholly-owned subsidiary of Bausch Health US, LLC f/k/a Valeant Pharmaceuticals North America LLC.

101. Unless addressed individually, Bausch Health Americas, Inc., Bausch Health US, LLC, and Oceanside Pharmaceuticals, Inc. are collectively referred to as “Valeant.” At all times relevant to the Complaint, Valeant marketed and sold one or more generic drugs in this District and throughout the United States.

102. Jubilant Cadista Pharmaceuticals Inc. (“Cadista”) is a Delaware corporation with a principal place of business in Salisbury, Maryland. It is a wholly-owned subsidiary of Jubilant Life Sciences Company, an Indian pharmaceutical company. At all times relevant to the Complaint, Cadista marketed and sold one or more generic drugs in this District and throughout the United States.

103. Camber Pharmaceuticals, Inc. (“Camber”) is a Delaware corporation with a principal place of business in Piscataway, New Jersey. At all times relevant to the Complaint, Camber marketed and sold one or more generic drugs in this District and throughout the United States.

104. Citron Pharma, LLC (“Citron”) is a Delaware limited liability company with a principal place of business in East Brunswick, New Jersey. At all times relevant to the Complaint, Citron marketed and sold one or more generic drugs in this District and throughout the United States.

105. Emcure Pharmaceuticals, Ltd., (“Emcure”) is an Indian corporation with its principal place of business in Pune, India. Emcure is the parent company of Heritage Pharmaceuticals, Inc. and Emcure Pharmaceuticals USA, Inc., both of which have a principal place of business in East Brunswick, New Jersey. Emcure participated in and at times directed the business activities of Heritage Pharmaceuticals, Inc. At all times relevant to the Complaint, Emcure participated in the alleged conspiracy, and marketed and sold one or more generic drugs in this District and throughout the United States.

106. Heritage Pharmaceuticals Inc. (“Heritage”) is a Delaware corporation with a principal place of business in Eatontown, New Jersey. Heritage is a wholly-owned subsidiary of Emcure. At all times relevant to the Complaint, Heritage marketed and sold one or more generic drugs in this District and throughout the United States.

107. G&W Laboratories, Inc. (“G&W”) is a New Jersey corporation with a principal place of business in South Plainfield, New Jersey. At all times relevant to the Complaint, G&W marketed and sold one or more generic drugs in this District and throughout the United States.

108. Hikma Pharmaceuticals USA Inc., formally known as West-Ward Pharmaceuticals Corp. (“Hikman”) is a Delaware corporation with a principal place of business in Eatontown, New Jersey.

109. West-Ward Columbus, Inc. is a Delaware corporation with its principal place of business in Eatontown, New Jersey.

110. Hikma Labs, Inc., formerly known as Roxane Laboratories, Inc., is a Nevada corporation with its principal place of business in Eatontown, New Jersey.

111. Hikma, West-Ward Columbus, Inc., and Hikma Labs, Inc. are all subsidiaries of Hikma Pharmaceuticals plc, a public liability company based in London, England.

112. Unless addressed individually, Hikma, West-Ward Columbus, Inc., and Hikma Labs Inc. are collectively referred to herein as “West-Ward.”

113. At all times relevant to the Complaint, West-Ward marketed and sold one or more generic drugs in this District and throughout the United States.

114. Hi-Tech Pharmacal Co., Inc. (“Hi-Tech”) was a Delaware corporation with its principal place of business in Amityville, New York. Hi-Tech is a wholly owned subsidiary of Akorn. Upon information and belief, in or around 2009, Hi-Tech obtained 5 generic ANDA applications

from DFB Pharmaceuticals, Inc. At all times relevant to the Complaint, Hi-Tech marketed and sold one or more of generic drugs in this District and throughout the United States.

115. Mayne Pharma Inc. (“Mayne”) is a North Carolina corporation with a principal place of business in Raleigh, North Carolina. Mayne is a wholly-owned subsidiary of Mayne Pharma Group Limited, an Australian company with a principal place of business in Salisbury, Australia. In 2012, Mayne acquired Metrics, Inc. and its division Midlothian Laboratories (“Midlothian”) and has operated under the name Midlothian since that time.

116. Mayne Pharma USA, Inc. is a Delaware corporation with its principal place of business in Paramus, New Jersey. Mayne Pharma USA, Inc. is a directly wholly-owned subsidiary of Mayne Pharma Group Limited. Unless addressed individually, Mayne Pharma, Inc., Mayne Pharma USA, Inc., Midlothian, and Mayne Pharma Group Limited are collectively referred to herein as “Mayne.” At all times relevant to the Complaint, Mayne marketed and sold one or more generic drugs in this District and throughout the United States.

117. Perrigo Company plc (“Perrigo plc”) is an Irish company with a principal place of business in Dublin, Ireland. Perrigo plc’s North American base of operations is located in Allegan, Michigan. Perrigo plc’s prescription drug business focuses primarily on the manufacture and sale of extended topical prescription pharmaceuticals.

118. Perrigo New York, Inc. (“Perrigo New York”) is a Delaware corporation with a principal place of business in Bronx, New York. Perrigo New York is a wholly-owned subsidiary of Perrigo plc.

119. Perrigo plc and Perrigo New York are collectively referred to as “Perrigo.” During the relevant time period, Perrigo marketed and sold one or more generic drugs in this District and throughout the United States.

120. Sun Pharmaceuticals Industries, Inc. (“Sun”) is a Michigan corporation with a principal place of business in Princeton, New Jersey. Until February 2011, Sun was known as Caraco Pharmaceutical Laboratories, Ltd. (“Caraco”). Since 2011, Sun has been a wholly-owned subsidiary of Sun Pharmaceutical Industries Ltd., an Indian company with a principal place of business in Mumbai, India, which also owns, and owned throughout the relevant period, a large majority stake of Taro Pharmaceutical Industries Ltd. and Defendant Taro Pharmaceuticals USA, Inc. In late 2012, Sun acquired URL Pharma, Inc. (“URL”) and its subsidiary, Mutual Pharmaceutical Company, Inc. (“Mutual”), both of which had their principal place of business and a manufacturing facility in Philadelphia, Pennsylvania until at least June 2016. URL was merged into Mutual in April 2015.

121. Unless addressed individually, Sun, URL, and Caraco are collectively referred to herein as “Sun.” At all times relevant to the Complaint, Sun marketed and sold one or more generic drugs in this District and throughout the United States.

122. Torrent Pharma Inc. (“Torrent”) is a Delaware corporation with a principal place of business in Levittown, Pennsylvania. Torrent is a wholly-owned subsidiary of Torrent Pharmaceuticals Ltd., an Indian pharmaceutical company. At all times relevant to the Complaint, Torrent marketed and sold one or more generic drugs in this District and throughout the United States.

123. VersaPharm, Inc. (“VersaPharm”) was a Georgia corporation with its principal place of business in Marietta, Georgia. On August 12, 2014, Akorn, Inc. acquired VPI Holdings Corp., the parent company of VersaPharm. At all times relevant to the Complaint, VersaPharm marketed and sold one or more generic drugs in this District and throughout the United States.

124. On May 20, 2020, Akorn, Inc. and certain of its subsidiaries, including Akorn Sales, Inc., Hi-Tech Pharmacal Co., Inc., and VersaPharm, Inc. filed voluntary petitions for relief under 11 U.S.C. §§ 101-1532 in the United States Bankruptcy Court for the District of Delaware. On

September 4, 2020, the United States Bankruptcy Court for the District of Delaware entered its Order confirming the Modified Joint Chapter 11 Plan of Akorn, Inc. and its Debtor Affiliates.

125. Kavod Pharmaceuticals LLC, f/k/a Rising Pharmaceuticals, LLC and Rising Pharmaceuticals, Inc. (collectively “Rising”) is a Delaware limited liability company with a principal place of business in Saddle Brook, New Jersey. On December 3, 2019, Rising admitted to fixing prices and allocating customers for Benazepril-HCTZ. It has been charged with one count of a felony conspiracy in restraint of trade and agreed to a deferred prosecution agreement with the Department of Justice. Rising sold and conspired regarding drugs other than Benazepril-HCTZ. At all times relevant to the Complaint, Rising marketed and sold one or more generic drugs throughout the United States.

126. On February 19, 2019, Rising and certain of its affiliated entities filed voluntary petitions for relief under 11 U.S.C. §§ 101-1532 in the United States Bankruptcy Court for the District of New Jersey.

127. Mallinckrodt Inc. is a Delaware corporation with a principal place of business in Webster Groves, Missouri.

128. Mallinckrodt LLC is a Delaware limited liability company with its principal place of business in St. Louis, Missouri.

129. SpecGx LLC is a Delaware limited liability company with its principal place of business in Webster Groves, Missouri.

130. Mallinckrodt PLC is an Irish public limited company. It is the parent company of Mallinckrodt Inc., Mallinckrodt LLC, and SpecGx LLC.

131. Mallinckrodt Inc., Mallinckrodt LLC, Mallinckrodt PLC, and SpecGx LLC are collectively referred to as “Mallinckrodt.” At all times relevant to the Complaint, Mallinckrodt marketed and sold one or more generic drugs throughout the United States.

132. On October 12, 2020, Mallinckrodt plc and certain of its affiliated entities, including Mallinckrodt LLC and SpecGx LLC, filed voluntary petitions for relief under 11 U.S.C. §§ 101-1532 in the United States Bankruptcy Court for the District of Delaware.

133. Teligent, Inc. f/k/a IGI Laboratories, Inc. (“Teligent”) is a Delaware corporation with a principal place of business in Buena, New Jersey. At all times relevant to the Complaint, Teligent marketed and sold one or more generic drugs throughout the United States.

134. On October 14, 2021, Teligent and certain of its affiliated entities filed voluntary petitions for relief under 11 U.S.C. §§ 101-1532 in the United States Bankruptcy Court for the District of Delaware.

135. Endo International plc is an Irish company with its principal place of business in Dublin, Ireland, and its U.S. headquarters in Malvern, Pennsylvania.

136. Endo Pharmaceuticals, Inc. is a corporation organized and existing under the laws of Delaware with its principal place of business in Malvern, Pennsylvania. Endo Pharmaceuticals, Inc. is a wholly-owned subsidiary of Endo Health Solutions, Inc., which is also incorporated in Delaware with its principal places of business in Malvern, Pennsylvania.

137. Par Pharmaceutical, Inc. is a corporation organized and existing under the laws of New York with its principal place of business located in Chestnut Ridge, New York.

138. Par Pharmaceutical Companies, Inc. is a corporation organized and existing under the laws of Delaware with its principal place of business in Chestnut Ridge, New York.

139. Generics Bidco I, LLC (“Generics Bidco”) is a Delaware company with its principal place of business in Huntsville, Alabama. Generics Bidco formerly conducted business as Qualitest Pharmaceuticals (“Qualitest”).

140. DAVA Pharmaceuticals LLC is a Delaware company with its principal place of business in Fort Lee, New Jersey.

141. Unless addressed individually, Par Pharmaceutical, Inc., Par Pharmaceutical Companies, Inc., Endo International plc, Endo Pharmaceuticals, Inc., Endo Health Solutions, Inc., Generics Bidco I, Qualitest, and DAVA, are collectively referred to herein as “Par.” At all times relevant to the Complaint, Par marketed and sold one or more generic drugs in this District and throughout the United States.

142. On August 16, 2022, Endo International plc and certain of its affiliated entities, including DAVA Pharmaceuticals, LLC, Endo Health Solutions Inc., Endo Pharmaceuticals Inc., Generics Bidco I, LLC, Par Pharmaceutical Companies, Inc., and Par Pharmaceutical, Inc., filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York.

143. Individuals who conspired with and on behalf of Defendants and their co-conspirators include, but are not limited to, the following: Nisha Patel (Director of Strategic Customer Marketing at Teva), Maureen Cavanaugh (Senior Executive at Teva), David Rekenthaler (Vice President of Sales for US Generics at Teva, Vice President of Sales at Apotex), Kevin Green (Director of National Accounts at Teva, Associate Vice-President of National Accounts at Zydus), Armando Kellum (Director of Pricing and Contracts at Sandoz), Ara Aprahamian (former Vice-President of Sales and Marketing Executive at Taro; former Director of Contracting at Actavis), Mike Perfetto (Chief Commercial Officer at Taro; former Vice-President of Sales and Marketing at Actavis), Mitchell Blashinsky (former Vice-President of Marketing and Business Development at Taro), Mark Falkin (former Vice President of Marketing, Pricing and Contracts at Actavis), Rick Rogerson (former Executive Director of Pricing and Business Analytics at Actavis), Susan Knoblauch (former Senior Manager of Sales at Sun), Anne Sather (former National Account Manager and Senior Director in National Accounts at Heritage), Daniel Lukasiewicz (Vice-President of Sales and Marketing at Heritage, former Vice-President of Sales and Marketing at Zydus), Jason

Malek (former President of Heritage), Jeffrey Glazer (former Chief Executive Officer of Heritage), Keith Fleming (former Director of Pricing and Contracts at Heritage), Matthew Edelson (former Senior National Account Manager at Heritage), Neal O'Mara (Director of National Accounts at Heritage), Rich Smith (Director of Global Supply Chain and Logistics at Heritage), James Nesta (Vice President of Sales at Mylan), Jan Bell (former Director, National Accounts at Mylan), Michael Aigner (Director of National Accounts at Mylan), Rajiv Malik (former President of Mylan; current President of Viatrix), Jill Nailor (former Senior Director of Sales and National Accounts at Greenstone, current New Business and Customer Engagement Lead at Viatrix), Tony Pohlman (National Account Manager at Perrigo), Kurt Orlofski (former President of G&W), Erica Vogel-Baylor (former Vice-President of Sales & Marketing at G&W), Beth Hamilton (former Vice President of Marketing at Apotex), David Berthold (Vice President of Sales at Lupin), G.P. Singh (former President of Sun, current Chief Executive Officer at Jubilant), Gloria Peluso-Schmid (Director of National Accounts at Mayne), Jim Brown (Vice-President of Sales at Glenmark), John Adams (former Vice President of Sales and Marketing at Dr. Reddy's), John Dillaway (Executive Vice President at Ascend), Tracy Sullivan DiValerio (Director of National Accounts at Lannett); and Vikas Thapar (President of Emcure).

144. The wrongful acts alleged to have been done by any one Defendant or co-conspirator were authorized, ordered, or done by its directors, officers, managers, agents, employees, or representatives while actively engaged in the management, direction, or control of such Defendant's or co-conspirator's affairs.

III. JURISDICTION AND VENUE

145. The Court has subject matter jurisdiction over Plaintiff's CAA claims under Conn. Gen. Stat. § 35-33. The Court has subject matter jurisdiction over Plaintiff's CUTPA claims under Conn. Gen. Stat. § 42-110g.

146. The Court has general personal jurisdiction over Defendants because they are domiciled in the State and/or have transacted business in the State relevant to this antitrust action.

147. Venue is proper in this Court because a substantial part of the events giving rise to Plaintiff's claims occurred in this judicial district.

IV. BACKGROUND AND THE GENERIC DRUG MARKET

148. Generic drugs provide a lower-cost but therapeutically equivalent substitute for brand-name drugs. The only material difference between a generic and its brand name counterparts is price. When multiple generic manufacturers enter the market, prices erode, sometimes by as much as 90%, as price competition increases. Because of this, AB-rated generic drugs gain market share rapidly. As more generic drugs enter the market, the price of those drugs should progressively decrease, resulting in lower costs for purchasers, like Plaintiff.

149. Because each generic of the same RLD is readily substitutable for another generic, the products behave like commodities; price is the only differentiating feature, and the basis for competition. Generic competition, therefore, when functioning in a market undisturbed by anticompetitive forces, reduces drug costs by driving prices down for AB-rated generic versions of brand-name drugs. Predictably, the longer generic drugs remain on the market, the lower their prices will become, ever nearing closer to a manufacturer's marginal costs. However, pricing data shows that as a result of the Defendants' overarching conspiracy, the pricing of generic drugs, including the Subject Drugs, did not follow this well-established pattern of pricing competition.

150. In the United States, a prescription drug may be dispensed to a patient only by a licensed pharmacist pursuant to a doctor's prescription that identifies the drug. The prescription may only be filled with either the brand-name drug identified or an AB-rated generic version. Pharmacists may (and, in most states, must) substitute an AB-rated generic for the brand-name drug,

without seeking or obtaining permission from the prescribing doctor (unless the prescribing physician indicated “dispense as written” on the prescription).

151. Generic competition enables purchasers like Plaintiff to purchase a generic version of a brand-name drug at substantially lower prices. In fact, studies have shown that use of generic drugs saved the United States healthcare system \$1.68 trillion between 2005 and 2014.¹²

A. The Prescription Drug Market

152. The United States is a venue ripe for illegal anticompetitive exploitation of prescription drug prices due to laws that regulate how prescription drugs are prescribed and filled.

153. For most consumer products, the person responsible for paying for the product selects the product. When the payer is also the user of the product, the price of the product plays an appropriate role in the person’s choice. This incentivizes manufacturers to lower the price of their product. The pharmaceutical marketplace departs from this norm.

154. In most instances, a pharmacist dispenses a prescription pursuant to a doctor’s prescription, and the patient and his/her health insurer pay for the prescription drug. The pharmacist may dispense only the brand-name drug named in the prescription or its AB-rated, FDA-approved generic equivalent, as set forth above.

155. Therefore, the doctor’s prescription defines the relevant product market because it limits the consumer’s (and the pharmacist’s) choice to the drug named therein.

156. Brand pharmaceutical sellers exploit this departure from consumer norms by employing “detailing” teams that persuade doctors to prescribe the branded product without advising the doctor on the cost of the product. The most important tool that insurers, like Plaintiff, who bear the overwhelming majority of the cost of these prescription drugs, have is the availability

¹² GPhA, *Generic Drug Savings in the U.S.* (7th ed. 2015) at 1, available at http://www.gphaonline.org/media/wysiwyg/PDF/GPhA_Savings_Report_2015.pdf.

of generic drugs in a competitive market. When drug manufacturers begin selling AB-rated generic drugs, insurers, along with others in the distribution chain, are able to substantially drive down the prices paid for those drugs.

157. For example, TPP health insurers, like Plaintiff, have complex formulary structures that incentivize doctors, pharmacists, and insureds to prescribe, dispense, and fill AB-rated generic drugs when available.

B. The Prescription Drug Distribution System

158. Drug manufacturers supply drug products. Rather than develop new drugs, generic manufacturers focus on manufacturing drugs that can be substituted for the brand drug product. Generic drugs can be manufactured in a variety of forms, including tablets, capsules, injectables, inhalants, liquids, ointments, creams, solutions, emollients, and gels. A manufacturer seeking to sell a drug in the United States must obtain FDA approval. The FDA typically evaluates whether the drug is safe and efficacious, the manufacturing process, labelling and quality control.

159. Generic manufacturers operate facilities and compete with one another to sell the drugs they produce to wholesalers, distributors, retail pharmacy chains, mail-order and specialty pharmacies, hospital chains, and some health insurance plans. Competition among generic drug manufacturers is dictated by price and supply; as such generic manufacturers do not differentiate their products. Consequently, generic drugs are usually marketed only by the name of the active ingredient.

160. Drug suppliers include the manufacturers or other companies that contract with a manufacturer to sell a drug product made by the manufacturer. Drug manufacturers typically sell their products through supply agreements negotiated with wholesalers, distributors, pharmacy benefit managers, mail-order or specialty pharmacies.

161. Generic manufacturers report list prices for each generic drug that they offer, including the average wholesale price (“AWP”) and wholesale acquisition cost (“WAC”). The WAC represents the manufacturers’ list price, and typically does not represent discounts that may be provided. Manufacturers may supply the same generic drug at several different prices depending on the customer or type of customer.

162. Generic manufacturers must also report their average manufacturer prices (“AMP”) to the Centers for Medicare and Medicaid if they enter into a Medicaid rebate agreement. AMP is the average price paid to the manufacturer for the drug in the United States by (a) wholesalers for drugs distributed to retail community pharmacies and (b) retail community pharmacies that purchase drugs directly from the manufacturer.

163. Wholesalers and distributors purchase pharmaceutical products from manufacturers and distribute them to a variety of customers. Wholesalers and distributors pay lower prices to acquire generics than the corresponding branded drug.

164. Pharmacies purchase drugs, either directly from manufacturers or from wholesalers/distributors. Pharmacies may be traditional retail pharmacies, specialty pharmacies, or mail-order pharmacies. Pharmacies also pay lower prices to acquire generic drugs than to acquire the corresponding branded drug.

165. Finally, insurers and insureds purchase the prescribed drug, typically in some type of cost sharing arrangement, depending on an insurer’s formulary placement, among other things.

166. To combat rising costs, some third-party payers and PBMs have implemented Maximum Allowable Costs (“MACs”) that set the upper limit on what they will pay for a generic drug. TPPs and PBMs set MACs based on a variety of factors, including the lowest acquisition cost in the market for that generic drug. MAC pricing effectively requires pharmacies, retailers, and PBMs to purchase the lowest-price version of a generic drug on the market, regardless of WAC. As

a result, in the absence of coordinated pricing activity among generic manufacturers, an individual generic manufacturer cannot significantly increase its price without incurring the loss of a significant volume of sales. A manufacturer can only raise its price in the presence of MAC pricing if it knows it is conspiring with competitors to raise their prices too.

C. The Market for Generic Drugs is Highly Susceptible to Collusion

167. Defendants' anticompetitive conduct constitutes a conspiracy to fix prices and allocate markets and customers. As such, Plaintiff is not required to define relevant markets. However, there are certain features characteristic of the market for generic drugs which indicate that it is susceptible to collusion and that collusion caused the price increases.

168. Factors showing that a market is susceptible to collusion include:

a. High level of industry concentration: A small number of competitors control roughly 100% of the market for each of the Subject Drugs. Beginning in 2005, the generic pharmaceutical market has undergone remarkable and extensive consolidation, rendering it ripe for collusion. As a result, for most of the Subject Drugs, there were between two and four manufacturers providing that drug for sale in the United States during the relevant time period, rendering each market sufficiently concentrated to carry on collusive activities.

b. Sufficient numbers to drive competition: While the market for each of the Subject Drugs had a small enough number of competitors to foster collusion, the number of sellers or potential sellers was large enough that prices should have remained at their historical, near marginal cost levels absent collusion.

c. High barriers to entry: The high costs of manufacturing, developing, testing, securing regulatory approval, and oversight are among the barriers to entry in the generic drug market. The Defendants here control virtually all of the market for the Subject

Drugs and sell those drugs pursuant to FDA approvals granted years before the price hikes began in 2012. Any potential new entrant would have to go through the lengthy ANDA approval process before commercially marketing its product. This type of barrier to entry increases a market's susceptibility to a coordinated effort among the dominant players to maintain supracompetitive prices.

d. High inelasticity of demand and lack of substitutes: Each of the Subject Drugs is generally a necessity for each patient to whom it is prescribed, regardless of price. Substituting non-AB rated drugs presents challenges, and both patients and physicians are unwilling to sacrifice patient wellbeing for cost savings. For many patients, the particular Subject Drug they are prescribed is the only effective treatment.

e. Commoditized market: Defendants' products are fully interchangeable because they are bioequivalent. Thus, pharmacists may freely substitute one for another. The only differentiating feature, and therefore the only way a Defendant can gain market share, is by competing on price.

f. Absence of departures from the market: There were no departures from the market during the relevant period that could explain the drastic price increases.

g. Absence of non-conspiring competitors: Defendants with their co-conspirators have maintained all or virtually all market share for each of the Subject Drugs between 2010 and the present. Thus, Defendants and their co-conspirators have market power in the market for each of the Subject Drugs, which enables them to increase prices without loss of market share to non-conspirators.

h. Opportunities for contact and communication among competitors: Defendants participate in the committees and events of the GPhA, HDMA, MMCAP, HSCA, and other industry groups, as set forth below, which provide and promote

opportunities to communicate. The grand jury subpoenas to Defendants targeting inter-Defendant communications further support the existence of communication lines between competitors with respect to generic pricing and market allocation.

i. Size of Price Increases: The magnitude of the price increases involved in this case further differentiates it from examples of parallelism. Oligopolists testing price boundaries must take a measured approach. But the increases are not 5% or even 10% jumps— they are of far greater magnitude. A rational company would not implement such large increases unless it was certain that its conspirator-competitors would follow.

j. Reimbursement of Generic Drugs: The generic market has institutional features that inhibit non-collusive, parallel price increases. These features include MAC pricing, insurers' formulary placements, and required substitution at the pharmacy level. As a result, the usual hesitance of an oligopolist to unilaterally raise prices is embedded in the generic reimbursement system.

V. THE ILLEGAL SCHEME

A. The Cozy Nature of the Industry Provided Defendants with Ample Opportunity to Conspire

169. The collusion alleged herein infested the generic drug industry.

170. At all relevant times, Defendants and their co-conspirators conspired, combined, and contracted to fix, raise, maintain, and stabilize prices, rig bids, and engage in market and customer allocation concerning the Subject Drugs, along with other drugs, which had the actual and intended effect of causing Plaintiff to pay artificially inflated prices at supracompetitive rates.

171. In formulating and effectuating their conspiracy, Defendants engaged in various forms of anticompetitive conduct, including but not limited to:

- a. Participating in, directing, authorizing, or consenting to the participation of subordinate employees in meetings, conversations, and communications with co-conspirators to discuss the sale and pricing of the Subject Drugs in the United States;
- b. Participating in, directing, authorizing, or consenting to the participation of subordinate employees in meetings, conversations, and communications with co-conspirators to engage in market and customer allocation or bid-rigging for the Subject Drugs sold in the United States;
- c. Agreeing during those meetings, conversations, and communications to engage in price increases, market and customer allocation, and/or bid-rigging for the Subject Drugs sold in the United States;
- d. Agreeing during those meetings, conversations, and communications not to compete against each other for certain customers with respect to the Subject Drugs sold in the United States;
- e. Submitting bids, withholding bids, and issuing price proposals in accordance with the agreements reached;
- f. Selling the Subject Drugs in the United States at collusive and noncompetitive prices; and
- g. Accepting payment for the Subject Drugs sold in the United States at collusive and noncompetitive prices.

172. The Defendants ensured that all conspirators were adhering to their collective scheme by communicating (1) at trade association meetings and conferences; (2) at private meetings, dinners, and outings among smaller groups of employees of various generic drug manufacturers; and

(3) through individual, private communications between and among Defendants' employees by use of the telephone, electronic messaging, and similar means.

1. Trade Association Meetings and Conferences

173. Throughout the year, many healthcare entities within the generic drug industry hold multi-day conferences wherein generic manufacturers are invited to attend. Further, Defendants and other generic drug manufacturers attend various trade shows throughout the year, including those hosted by the Healthcare Distribution Management Association ("HDMA") (now the Healthcare Distribution Alliance), the Generic Pharmaceutical Association ("GPhA") (now the Association of Accessible Medicine), the Minnesota Multistate Contracting Pharmacy Alliance ("MMCAP"), and the Healthcare Supply Chain Association ("HSCA"). Between February 20, 2013, and December 20, 2014, there were at least forty-four different tradeshow or customer conferences where Defendants had the opportunity to, and did, meet in person, which gave rise to the opportunity to reach these agreements without fear of detection.

174. At the various trade shows and conferences, Defendants' and their co-conspirators employees interacted with one another and discussed their respective businesses. Many of these events included social and recreational outings such as golf, lunch, cocktail parties, and dinners that provided additional opportunities to meet with competitors. Defendants and their co-conspirators used these opportunities to share competitively sensitive information concerning upcoming bids, specific generic drug markets, pricing strategies and pricing terms in their contracts with customers, and in turn to implement schemes that unreasonably restrain competition in the United States' market for generic drugs.

175. In fact, in the Association for Accessible Medicine's Antitrust Compliance Policy Manual updated in January 2018 (well after litigation and investigation surrounding generic drug pricing conspiracies began), the trade association explicitly stated, "Meetings, communications and

contacts that touch on antitrust matters present special challenges. A simple example will illustrate this. Suppose that competitors were to discuss their prices at a meeting or in a document, and that their prices increased shortly afterward. A jury might view this as evidence that their discussions led to an agreement on pricing, and thus violated the antitrust laws.” It went on to warn “Do not discuss any subjects that might raise antitrust concerns (including prices, market allocations, refusals to deal, and the like) unless you have received specific clearance from counsel in advance.” The Association also warns members to avoid creating written records, and “avoid language that might be misinterpreted to suggest that the Association condones or is involved in anticompetitive behavior.”

a. *Generic Pharmaceutical Association*

176. GPhA is the “nation’s leading trade association for manufacturers and distributors of generic prescription drugs...”¹³ GPhA was created in 2000 from the merger of three industry trade associations: the Generic Pharmaceutical Industry Association, the National Association of Pharmaceutical Manufacturers, and the National Pharmaceutical Alliance. Regular members are “corporations, partnerships or other legal entities whose primary U.S. business derives the majority of its revenues from sales of (1) finished dose drugs approved via ANDAs; (2) products sold as authorized generic drugs; (3) biosimilar/biogenic products; or (4) DESI products.”¹⁴

177. GPhA’s website offers members the opportunity to “participate in shaping the policies that govern the generic industry.” GPhA’s “member companies supply approximately 90 percent of the generic prescription drugs dispensed in the U.S. each year.” It boasts networking opportunities as one of the cornerstone benefits of membership: “GPhA provides valuable

¹³ GPhA, Membership, available at <http://web.archive.org/web/2015041303008/http://www.gphaonline.org:80/about/membership>.

¹⁴ *Id.*

membership services, such as business networking opportunities, educational forums, access to lawmakers and regulators, and peer-to-peer connections.”¹⁵

178. Actavis, Amneal, Apotex, Dr. Reddy’s, Glenmark, Heritage, Impax, Lupin, Mylan, Par, Perrigo, Sandoz, Sun, Teva, West-Ward, Wockhardt, Zydus, and non-defendant Mallinckrodt are regular members of GPhA, and have been since 2013. Furthermore, executives of these companies frequently attend GPhA meetings and events.

179. Executives from Actavis, Amneal, Apotex, Impax, Lupin, Mylan, Par, Perrigo, Sandoz, Sun, Teva, West-Ward, and Zydus served on GPhA’s Board of Directors during overlapping times at various points both prior to and after 2013, including:

- a. 2011 Board of Directors: Debra Barrett, Senior Vice President Global Affairs and Public Policy, Teva; Douglas S. Boothe, CEO, Actavis; Don DeGolyer, President and CEO, Sandoz; Tony Mauro, President, Mylan North America, as Vice-Chair; Pat LePore, CEO, Par; and Joe Renner, CEO, US Division, Zydus.
- b. 2012 Board of Directors: Charlie Mayr, Senior Vice President Watson Pharmaceuticals, now a division of Teva; Joe Renner, CEO, US Division, Zydus; Douglas S. Boothe, CEO, Actavis; Debra Barrett, Senior Vice President Global Affairs and Public Policy, Teva; Don DeGolyer, President and CEO, Sandoz; Tony Mauro, President, Mylan North America as Chair; and Chirag Patel, President, Amneal.
- c. 2013 Board of Directors¹⁶: Tony Mauro, President, Mylan North America, as Chair; Don DeGolyer, President and CEO, Sandoz, as Vice Chair; Debra

¹⁵ *Id.*

¹⁶ GPhA Announces 2013 Board of Directors, ASS’N FOR ACCESSIBLE MEDS., <https://www.gphaonline.org/gpha-media/press/gpha-announces-2013-board-of-directors>.

Barrett, Senior Vice President, Global Government Affairs & Public Policy, Teva Pharmaceuticals; Carole Ben-Maimon, President, Global Pharmaceuticals (div.) of Impax¹⁷; Charlie Mayr, Chief Communications Officer - Global, Actavis Inc.; Doug Boothe, Executive Vice President & General Manager, Perrigo Company; Jeffrey Glazer, President and CEO, Heritage; Joseph Renner, President & CEO, Zydus; Chirag Patel, President, Amneal; and Jeff Watson, President, Apotex.

- d. 2014 Board of Directors¹⁸: Carole Ben-Maimon, President, Global Pharmaceuticals (div.) of Impax; Doug Boothe, Executive Vice President & General Manager, Perrigo Company; Peter Goldschmidt, President, Sandoz US; Jeffrey Glazer, President and CEO, Heritage; Tony Mauro, President, Mylan Inc.; Allan Oberman, CEO and President, Teva Americas Generics; Joseph Renner, President & CEO, Zydus; Jeff Watson, President, Apotex; and Paul McGarty, President, Lupin, as at-large director.
- e. 2015 Board of Directors¹⁹: Debra Barrett, Senior Vice President, Global Government Affairs & Public Policy, Teva Americas; Doug Boothe, Executive Vice President & General Manager, Perrigo Company; Peter Goldschmidt, President, Sandoz US; Jim Kedrowski, Executive Vice President, Sun; Marcie McClintic Coates, Head of Global Regulatory Affairs, Mylan Inc.; Marcy Macdonald, Vice President of Regulatory Affairs, Impax; Paul McGarty,

¹⁷ In 2016, Ben-Maimon joined Teligent's Board of Directors. She also previously held positions at Qualitest and Teva. While at Global Pharmaceuticals at Impax, she worked with Teligent's Grenfell-Gardner on a development, supply, and marketing agreement for another generic topical drug.

¹⁸ GPhA Announces 2014 Board of Directors, ASS'N FOR ACCESSIBLE MEDS., <https://www.gphaonline.org/gpha-media/press/gpha-announces-2014-board-of-directors>.

¹⁹ GPhA Announces 2015 Board of Directors, ASS'N FOR ACCESSIBLE MEDS., <https://www.gphaonline.org/gpha-media/press/gpha-announces-2015-board-of-directors/>.

President, Lupin; Jeffrey Glazer, President and CEO, Heritage; Tony Pera, President, Par Pharmaceuticals; Joseph Renner, President & CEO, Zydus; and Jeff Watson, President, Apotex.

- f. 2016 Board of Directors: Debra Barrett, Senior Vice President, Global Government Affairs & Public Policy, Teva Americas; Heather Bresch, CEO, Mylan N.V. as Chair; Peter Goldschmidt, President, Sandoz US; Marcy Macdonald, Vice President of Regulatory Affairs, Impax; Jim Kedrowski, Executive Vice President, Sun; Paul McGarty, President, Lupin; Tony Pera, President, Par Pharmaceuticals as Secretary-Treasurer; Joseph Renner, President & CEO, Zydus; Richard Stec, Vice President, Perrigo Company; and Jeff Watson, President, Apotex as Vice Chair.

b. *Healthcare Distribution Management Association*

180. HDMA, now called HDA, is a national trade association that represents “primary pharmaceutical distributors,” connecting the nation’s drug manufacturers to over 200,000 pharmacies, hospitals, long-term care facilities, and clinics.²⁰ HDMA holds regular conferences at which its members, including generic drug manufacturers, meet to discuss various issues affecting the pharmaceutical industry.

181. Several Defendants and co-conspirators were members of HDMA at overlapping times between 2013 and the present. For instance, as of July 2015, HDMA’s manufacturer membership list included Amneal, Apotex, Aurobindo, Breckenridge, Citron, Dr. Reddy’s, Heritage, Impax, Lannett, Lupin, Mayne, Mylan, Par, Sandoz, Sun, Teva, Upsher-Smith, Wockhardt, Zydus,

²⁰ *About*, HAD, <https://healthcaredistribution.org/about>.

and non-defendant Mallinckrodt, as well as Allergan, now a division of Actavis.²¹ As of March 2016, HDMA's manufacturer membership list included Amneal, Apotex, Aurobindo, Breckenridge, Citron, Dr. Reddy's, Heritage, Impax, Lannett, Lupin, Mayne, Mylan, Par, Perrigo, Sandoz, Sun, Teva, Upsher-Smith, Wockhardt, Zydus, non-defendant Mallinckrodt, as well as Allergan.²²

c. *Minnesota Multistate Contracting Pharmacy Alliance*

182. MMCAP hosts various meetings and conferences throughout the year that are regularly attended by Defendants and their co-conspirators' representatives with price setting capabilities. According to its website, MMCAP is a "free, voluntary group purchasing organization [("GPO")] for government facilities that provide healthcare services. MMCAP has been delivering pharmacy and healthcare value to members since 1985. MMCAP's membership extends across nearly every state in the nation, delivering volume buying power. Members receive access to a full range of pharmaceuticals and other healthcare products and services, such as medical supplies, influenza vaccine, dental supplies, drug testing, wholesaler invoice auditing and returned goods processing."

d. *Healthcare Supply Chain Association*

183. HSCA is a trade association that represents leading healthcare GPOs, including for-profit and not-for-profit corporations, purchasing groups, associations, multi-hospital systems and healthcare provider alliances. According to its website, "HSCA and its member GPOs are committed to delivering the best products at the best value to healthcare providers, to increasing competition and innovation in the market, and to being supply chain leaders in transparency and accountability." HSCA's annual event, the National Pharmacy Forum, connects supply chain

²¹ *Manufacturer Members*, HDMA, <https://web.archive.org/web/20150715222616/http://www.healthcaredistribution.org:80/about/membership/manufacturer/manufacturer-members#.Wrij50y7wZpg>.

²² *Manufacturer Members*, HDMA, <https://web.archive.org/web/20160329122456/http://www.healthcaredistribution.org:80/about/membership/manufacturer/manufacturer-members>

professionals, pharmaceutical industry representatives, including generic drug manufacturers and suppliers, and others to provide “top-level educational opportunities coupled with one-to-one networking and business-building opportunities.”

184. GPhA, HDMA, MMCAP, and HSCA frequently held meetings and events between 2012 and the present, and high-level representatives and corporate officers from Defendants and their co-conspirators, including employees with price-setting authority, attended these meetings. A list of those meetings and attendees is attached as Appendix B.

185. At these various conferences and trade shows, Defendants’ employees and representatives, as well as representatives of other generic drug manufacturers, discussed their respective businesses and customers, and discussed the conspiratorial price increases alleged in this Complaint. In many of the conferences described above, attendees for each Defendant and co-conspirator include individuals with generic drug pricing authority. Their discussions also occurred at lunches, cocktail parties, dinners, and golf outings that would typically accompany these events. Defendants and their co-conspirators’ representatives used these opportunities to discuss and share upcoming bids, generic drug markets, pricing strategies, and contractual pricing terms specific to certain customers.²³

2. Industry Dinners and Private Meetings

186. Senior executives and sales representatives also frequently gathered in small groups, providing inconspicuous facetime with their competitors where they could discuss sensitive information.

187. Many Defendants and their co-conspirators are headquartered in close proximity, providing them with easy and frequent access to one another. At least forty-one (41) different

²³ See, e.g., AG Compl. at ¶ 79.

generic drug manufacturers are located between New York City and Pennsylvania, including, among others, Actavis, Ascend, Aurobindo, Breckenridge, Citron, Dr. Reddy's, Fougera, Glenmark, Heritage, Lannett, Mylan, Par, Perrigo, Sandoz, Sun, Taro, Teva, Wockhardt, and Zydus.

188. Defendants and their co-conspirators' high-level executives frequently gathered for "industry dinners." In January 2014, while generic drug prices were soaring, at least thirteen (13) high-ranking executives, including CEOs, Presidents, and Senior Vice Presidents of various generic drug manufactures, met at a steakhouse in Bridgewater, New Jersey. Executives (including Berthold, Falkin, and Ostaficiuk) from Actavis, Aurobindo, Breckenridge, Dr. Reddy's, Lannett, and Sun among others, attended this particular dinner.

189. At these dinners, one company is typically responsible for paying the bill for all attendees. For example, in December 2013 a Dr. Reddy's executive joked "[y]ou guys are still buying for Mark and I, right?" Another executive responded "Well...I didn't think the topic would come up so quickly but...we go in alphabetical order by company and [another company] picked up the last bill....PS....no backing out now! Its [sic] amazing how many in the group like 18 year-old single malt scotch when they aren't buying."

190. Other groups of competitors routinely gathered for golf outings. One such annual event was organized by a packaging contractor in Kentucky. From September 17-19, 2014, high-level executives from Teva, Apotex, Actavis, Amneal, Lannett, Par, Zydus, and others attended the event at a country club in Bowling Green, Kentucky. Rekenthaler was in attendance. Rekenthaler and Apotex' Vice President of Commercial Operations, US and Latin America, Jeffrey Hampton, actually stayed together in the home of the owner of the packaging company. By the end of the outing, Ostaficiuk sent an email to the other attendees, stating "This is a crazy biz but I am grateful to have friends like all of you!!!! Happy and honored to have you all as 'fraternity brothers.'"

191. Generic drug manufacturer employees also regularly convened for “Girls’ Night Out” or “Women in the Industry” meetings and dinners. At these events, generic drug companies’ employees met with their competitors and discussed proprietary and competitive information. Upon information and belief, several of these events occurred in May 2015 in Baltimore, Maryland, and in August 2015 in Denver, Colorado.

192. Many “Women in the Industry” dinners were organized by Anne Sather, a salesperson from Heritage. Other participants in these meetings were employees of other generic pharmaceutical manufacturers located in Minnesota or salespeople residing or traveling to the area. In November 2014, Sullivan of Lannett sent Sather (Heritage) a text message asking “[w]hen is your next industry women event? I’m due for a trip out there and I’d love to plan for it if possible...” Sather responded: “There is an Xmas [sic] party at ‘Tanya’ house on Dec 6th. Yes that is a Saturday. We do it about once a quarter and usually it is during the week – this was an exception.”

193. Dinners were also planned around visits of certain out-of-town competitors. When organizing one of these such dinners, Sather commented, “Sorry if the meeting/dinner invite is a little short notice, but [K.N.] of Dr. Reddy’s will be in MN on Sept 29th and it would be a great time for everyone to get together! So much has been happening in the Industry too – we can recap all our findings from NACDS over a martini or glass of wine! 😊 Plus the food is super yummy!”

194. Several different GNOs were held in 2015, including in Baltimore in May (involving Citron, Dr. Reddy’s, Heritage, Lupin, and Teva, among others. The Baltimore GNO in May 2015 consisted of a professional baseball game, drinks, and a spa day on May 13, wherein the competitors could discreetly and privately discuss competitively sensitive information.

3. Personal Telephone Calls, E-Mails, and Text Message Communications

195. Defendants and their co-conspirators routinely conferred with one another on bids and pricing strategy. This included forwarding customer bid packages to a competitor, either on the forwarding company's own initiative or at the competitor's request.

196. Defendants and their co-conspirators also shared information regarding the terms of their contracts with customers, including various terms relating to pricing, price protection, and rebates. Defendants and their co-conspirators used this information from their competitors to negotiate potentially better prices or terms with their customers, which ultimately harmed consumers like Plaintiff.

197. Representatives of several Defendants and their co-conspirators with pricing responsibility had frequent telephone calls with representatives of competitors. For example, executives at Teva had at least 1,501 contacts with competitors, including from Actavis, Apotex, Ascend, Aurobindo, Citron, Dr. Reddy's, Glenmark, Lannett, Par, Sandoz, and Zydus. Further, executives at Heritage had at least 513 contacts with executives from would-be competitors including from Actavis, Apotex, Dr. Reddy's, Glenmark, Lannett, Mayne, Par, Sandoz, Sun, Teva, and Zydus.

198. For example, Teva's Director of Strategic Customer Marketing, Nisha Patel, met Heritage's then-Senior Vice President Malek when she worked at Amerisource Bergen, which was a Heritage customer that Malek managed. When Patel moved to Teva in April 2013, she contacted Malek to determine which generic drugs both Teva and Heritage sold so that they could coordinate pricing. As detailed below, Malek and Patel orchestrated a number of price increases between 2013-present—some led by Teva, others by Heritage.

199. Malek and Patel's relationship was valued and accepted by Malek's supervisors. For example, in April 2014, Malek and Glazer (Heritage) met with Mehta and President Vikas Thapar of

Emcure, Heritage's parent company, to discuss potential price increases for several drugs. During that meeting, Malek told Mehta and Thapar about Patel. Malek, who had been discussing price increases for Nystatin with Patel since mid-2013, told them that Patel could be a vehicle for communicating with Teva about price increases and customer allocation. Mehta and Thapar approved of Malek's strategy to coordinate prices and allocate customers with Teva.

B. The Contours and Operation of The Overarching Conspiracy – Playing Nice in the Sandbox

200. As a result of the cozy nature of the industry, sales and marketing executives in the generic pharmaceutical industry are well aware of their competitors' current and future business plans. This reciprocal sharing of inside information greatly facilitates agreements among competitors to allocate markets to avoid price competition.

201. The overarching conspiracy among generic manufacturers – which ties together all agreements on the Subject Drugs identified in this Complaint – is an agreed-upon code that each competitor is entitled to its “fair share” of the market, whether that market is a particular generic drug, or a number of generic drugs. That term is generally understood as an approximation of how much market share each competitor is entitled to. Fair share is based on the number of competitors in the market, with a potential adjustment based on the timing of entry or the anticompetitive allocation of buyers amongst similar or the same competitors in another generic drug market. Once a manufacturer has achieved its “fair share,” it is generally understood that it will no longer compete for additional business. The common goal or purpose of this overarching agreement is to keep prices high, avoid price erosion, and serve as the basis for further supra-competitive price increases.

202. This overarching agreement is widespread across the generic drug industry and is broader than the Defendant manufacturers and drugs named in this Complaint. Plaintiff focuses here on the role of these named Defendants and their participation in, and agreement with, this

overarching conspiracy as applied to the sale of the Subject Drugs, as well as how these specific conspiracies are also part of the larger overarching conspiracy.

203. The exact contours of this “fair share” understanding, which has been in place for many years (and pre-dates any of the specific conduct detailed herein), has evolved over time during the numerous in-person meetings, telephonic communications, and other interactions between generic manufacturers about specific drugs. These business and social events occur with such great frequency that there is an almost constant ability for Defendants and their co-conspirators to meet in person and discuss their business plans. For example, between February 20, 2013, and December 20, 2013 (a 41-week period), there were at least forty-four (44) different tradeshow or customer conferences where the Defendants and their co-conspirators had the opportunity to meet in person, some of which are described above. These in-person meetings gave the Defendants and their co-conspirators the opportunity and cover to have these conversations, and reach these agreements, without fear of detection.

204. As described in more detail below, when necessary, this larger understanding was reinforced through phone calls and text messages between the Defendants and their co-conspirators to discuss “fair share” and the desire to maintain or raise prices with respect to specific drugs. These types of communications occur with great frequency across the industry, including among Defendants and their co-conspirators.

205. For example, from January 1, 2013, through December 31, 2013, senior sales executives, and other individuals responsible for the pricing, marketing, and sales of generic drugs at Teva spoke to representatives of every significant competitor by phone and/or text on multiple occasions. Phone calls and text messages with several of those key competitors during the 2013 calendar year are set forth below. The following Table, which is conservative because it is based on phone and text message records from only some of the executives and salespeople at issue and

therefore shows only some of the phone calls and text messages between the Defendants and their co-conspirators during that period, illustrates the frequency with which Defendants communicated with each other throughout 2013.

**Teva phone/text communications with other Defendants and Co-Conspirators (by month)
January 1, 2013 – December 31, 2013**

	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Totals
Actavis	2	2	0	7	27	1	17	12	15	40	13	47	183
Glenmark	0	3	0	0	26	9	6	8	1	12	14	16	95
Greenstone	2	0	20	1	4	5	6	1	0	2	7	11	59
Lupin	10	5	9	3	33	9	19	9	5	13	6	0	121
Mylan	31	47	32	37	33	26	26	16	1	1	0	11	261
Sandoz	17	5	4	4	12	16	18	14	3	0	9	2	104
Taro	0	0	0	0	2	1	8	11	0	11	1	1	35
Zydus	13	23	42	20	30	40	59	21	34	148	58	43	531
Totals	75	85	107	72	167	107	159	92	59	227	108	131	1389

206. Of the 1,389 calls listed in Table 1, 1,234 of them – or 89% – involved Green, Patel and Rekenthaler of Teva speaking with competitors. Many – though not all – of those communications involve matters that are addressed throughout this Complaint.

207. Similarly, from January 1, 2014, through December 31, 2014, senior sales executives, and other individuals responsible for the pricing, marketing, and sales of generic drugs at Teva continued to speak to representatives of every significant competitor by phone and/or text on multiple occasions. Phone calls and text messages with several of those key competitors during the 2014 calendar year are set forth below. The following Table, which is conservative because it is based on phone and text message records from only some of the executives and salespeople at issue, and therefore shows only some of the phone calls and text messages between the Defendants and their co-conspirators during that period, sheds similar light on the frequency with which Defendants and their co-conspirators communicated with each other throughout 2014.

**Teva phone/text communications with other Defendants and Co-Conspirators (by month)
January 1, 2014 – December 31, 2014**

	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Totals
Actavis	31	17	47	42	76	9	38	24	36	23	8	14	365
Glenmark	4	11	11	7	7	2	9	6	1	6	3	3	70
Greenstone	17	3	13	3	1	1	6	1	9	0	0	0	54
Lupin	11	5	13	4	0	0	0	0	0	0	0	0	33
Mylan	6	1	1	1	7	2	0	10	13	5	2	9	57
Sandoz	5	10	7	10	0	1	28	7	4	1	6	3	82
Taro	1	1	7	4	17	16	5	2	1	0	0	1	55
Zydus	18	36	44	24	37	14	19	15	5	5	4	4	225
Totals	93	84	143	95	145	45	105	65	69	40	23	34	941

208. Of the 941 calls listed in Table 2, 778 of them – or 83% – involved Patel and Rekenhtaler of Teva speaking with competitors (by this time, Green no longer worked at Teva). Many – though not all – of those communications involve the Subject Drugs that are addressed throughout this Complaint. It was not just Teva personnel speaking to their competitors, however. All of these individuals were speaking to each other, when needed, hundreds or even thousands of times to ensure adherence to the overarching conspiracy, as illustrated in the graphic on page 37 of the State AG Complaint No. 2.

209. In order to provide some organizational principle around the massive amount of collusive behavior by the Defendants and their co-conspirators described in this Complaint, certain sections are centered around the relationship between Teva and another conspirator. However, this convenience should not imply that the Complaint is solely concerned with bilateral relationships involving Teva.

210. The specific drug agreements often involve overlapping sets of Defendants and their co-conspirators in communication with each other, all following their agreed-upon “fair share” code of conduct. For example, to view only a small portion of the interlocking, overlapping web of collusion formed by Defendants and their co-conspirators: Teva, Taro and Wockhardt discussed amongst themselves the allocation of the Enalapril Maleate market; Teva and Taro communicated with Sandoz concerning the prices for Ketoconazole Cream; Sandoz worked with Mylan to allocate

the market for Valsartan HCTZ; and Teva, Mylan and Par all communicated with each other in the spring of 2014 concerning the market for Budesonide DR capsules. These are not isolated, one-off agreements, but rather demonstrate the ongoing, sprawling nature of the Defendants' overarching conspiracy.

211. Referred to sometimes as the “rules of engagement” for the generic drug industry, the fair share understanding among Defendants and their co-conspirators dictates that, when two generic manufacturers enter the market at the same time, they generally expect that each competitor is entitled to approximately 50% of the market. When a third competitor enters, each competitor expects to obtain 33% share; when a fourth competitor enters, each expects 25%; and so on, as additional competitors enter the market.

212. When a generic drug manufacturer is the first to enter a particular drug market on an exclusive basis, it is commonly understood that that manufacturer is entitled to a little more than its proportional share of the market. For example, when Dr. Reddy's was about to enter the market for a drug in January 2013, the Vice President of Sales and Marketing explained during negotiations with his competitor that “he views it this way. If they [Dr. Reddy's] are first and others come out after, he deserves 60%. If he launches with others on day [one], he considers fair share 2-50%, 3-33%, 4-25%, etc.”

213. Conversely, those generic manufacturers that enter later are typically entitled to a little less than their proportional share. One of the many examples of this occurred in March 2014, when – as discussed more fully below – Lupin entered the Niacin ER market after Teva had previously been exclusive. Patel (Teva) and Berthold (Lupin) spoke directly by phone a number of times during this period, including three (3) calls on March 24, 2014. That same day, Rekenhalter (Teva) sent an internal e-mail to Patel stating: “We should concede Optum then defend everything else. This should be it for Lupin. I believe this should be the 40% we were okay with conceding.”

Here, Teva's expectation to maintain 60% share in a two-player market, after being the first in that market, was consistent with the overarching conspiracy.

214. Taro went so far as to create a graphic representation of that understanding, taking into account both the number of competitors and order of entry to estimate what its "fair share" should be in any given market:

Market Share - Fair Unit Share assumptions
Order of Entry Grid
Number of Competitors

Number of Competitors		1	2	3	4	5	6	7
Order of Entry	1	100%	60%	45%	35%	30%	30%	30%
	2		40%	35%	30%	25%	25%	25%
	3			20%	20%	20%	20%	20%
	4				15%	15%	15%	15%
	5					10%	10%	10%
	6						10%	10%
	7							10%
Total		100%	100%	100%	100%	100%	100%	100%

215. Although these general parameters are well-known, there is no precise method for apportioning "fair share" because market share is ultimately determined by either winning or maintaining the business of various customers, which is inherently variable in a given year. The shared objective, however, is to attain a state of equilibrium, where no competitors are incentivized to compete for additional market share by eroding price.

216. This common goal was stated succinctly by Aprahamian, who advised the Taro Pricing Department in training documents from September and November 2013 that "[g]iving up share to new entrant (as warranted) shows responsibility and will save us in the long run" and "[d]on't rock the boat – [g]reedy hogs go to slaughter." Ironically, it was this exact greed that inspired this conspiracy. As demonstrated throughout the Complaint, Aprahamian's idea of "responsibility" meant constantly reaching out to competitors in order to coordinate giving up share to reach a "fair" allocation and keep prices high.

217. This scheme to strangle competition and allocate “fair share” is typically implemented as follows. First, Defendants and their co-conspirators allocate the market for an individual drug based on the number of competitors and the timing of their entry so that each competitor obtains an acceptable share of the market. Then, the competitors agree on ways to avoid competing on price and, at times, significantly raise price. This pattern is frequently followed even in the absence of direct communication between the competitors, demonstrating the universal code of conduct Defendants and their co-conspirators agreed to.

218. The “fair share” understanding has been particularly effective when a new competitor enters the market – a time when, in a free-functioning, competitive market for generic drugs, prices would be expected to go down. In today’s generic drug markets, a new competitor will either approach or be approached by existing competitors. Existing competitors will agree to “walk away” from a specific customer or customers by either refusing to bid or submitting a cover bid. The new competitor’s transition into the market is seamless; the new entrant is ceded market share and immediately charges a supra-competitive price. The competitors then continue this process of dividing up customers until the market reaches a new artificial equilibrium. This is referred to as a “stable” market.

219. “Fair share” principles also dictate how generic drug manufacturers respond when a competitor experiences supply issues. If the disruption is temporary, the existing competitors will refrain from taking any action that might upset the market balance. By contrast, if the disruption is for a longer term, the competitors will divide up customers until each player achieves a revised “fair share” based on the number of players remaining in the market. For example, in July 2013, a retail pharmacy customer e-mailed Taro stating that one of Mylan’s products was on back order and asked Taro to bid for the business. Aprahamian sent an internal e-mail stating “Not inclined to take on new business . . . Wholesalers have product, let them pull from there temporarily and we can

certainly review if shortage persists. Don't want to overreact to this product. Not sure how long Mylan is out."

220. These rules about "fair share" apply equally to price increases. As long as everyone is playing fair, and the competitors believe that they have their "fair share," the larger understanding dictates that they will not seek to compete or take advantage of a competitor's price increase by bidding a lower price to take that business. Doing so is viewed as "punishing" a competitor for raising prices – which is against the "rules." Indeed, rather than competing for customers in the face of a price increase, competitors often use this as an opportunity to follow with comparable price increases of their own.

221. For example, in May 2013, after a Glenmark price increase on a number of different drugs (discussed more fully below), Teva was approached by a large retail customer requesting a bid for several drugs. Green immediately sought to determine whether this request was due to a competitor price increase, in order to determine what Teva's strategy should be:

On May 29, 2013, at 11:52 PM, "Kevin Green" <Kevin.Green@tevapharm.com> wrote:

Do you think the Fluconazole Tabs below is due to a recent price increase. I don't have my list here at home. We are in a great inventory position, but not sure I want to steal it on an increase.

222. Teva declined to bid, after conversations with its competitors confirming that the reason for the request was due to a competitor's price increase.

223. When a generic manufacturer participates in this scheme, and prices stay high, this is viewed as "playing nice in the sandbox." For example – as discussed more fully below – in December 2014, Teva was approached by a large retail customer on behalf of Greenstone. The customer indicated that Greenstone was entering the market for Cabergoline and was seeking to target specific customers. The customer specifically requested that Teva give up a large customer to the new entrant and indicated that "Greenstone has promised to play nice in the sandbox." After

discussing the matter internally, a Teva representative responded to the customer: “[t]ell Greenstone we are playing nice in the sandbox and we will let them have [the targeted customer.]”

224. Similarly, when a generic manufacturer is “playing nice in the sandbox,” it is generally referred to as a “responsible” or “rational” competitor. For instance, in May 2013, R.T., a senior sales and marketing executive at Sandoz, sent an internal e-mail to Jeff George, another Sandoz senior executive, stating “My sense is that Sandoz is viewed by customers and competition as a respectful/responsible player in the market, which we should be proud of and has taken years to develop. I would be very careful to destroy this through behavior that is too aggressive or desperation.”

225. Sandoz, in turn, uses that same terminology to refer to its competitors that are acting in accordance with “fair share” principles. For example, in internal company presentations throughout 2014, Sandoz consistently referred to Actavis as a “responsible competitor” and Taro as a “very responsible price competitor.”

226. Teva had its own term of art – referring to the competitors it had the most collusive relationships with as “high quality” competitors. As explored more fully below, Teva had long-standing relationships with these competitors, including several of the Defendants and their co-conspirators, which affected nearly every overlapping drug they sold. As just one example, Patel (Teva) exchanged seven (7) text messages and had two (2) long phone calls with Aprahamian (Taro) on June 3 and 4, 2014. After a lengthy twenty-five (25) minute call with Aprahamian on the morning of June 4, Patel sent an internal e-mail to Kevin Galownia, a Teva senior marketing executive, stating “[w]e should probably discuss how we want to handle all Taro increase items. Taro is a high quality competitor – I think we need to be responsible where we have adequate market share.”

227. Adherence to the rules regarding “fair share” is critical in order to maintain high prices. Indeed, that is the primary purpose of the agreement. If even one competitor does not

participate (and thus behave in accordance with) the larger understanding, it can lead to unwanted competition and lower prices. In the relatively few instances where a competitor prioritizes gaining market share over the larger understanding of maintaining “fair share,” that competitor is viewed as “irresponsible,” and is spoken to by other competitors. For example, in March 2015, Upsher-Smith learned that Sandoz had submitted a bid on a product not identified in this Complaint at one of Upsher-Smith’s GPO customers. Beth Pannier, a senior account manager at Upsher-Smith, forwarded that information internally stating “I can’t believe they have chosen to compete against us since we had this business. How does this help us? We play fair and they don’t?”

228. “Fair share,” “playing nice in the sandbox,” “rationalizing the market,” and similar terminology have become part of the industry lexicon, and thus part of the larger understanding between Defendants and their co-conspirators. Generic drug manufacturers actively and routinely monitor their fair share and that of their competitors, as well as discuss customer allocation amongst each other within the context of agreements on specific drugs, as well as allocation spanning across numerous drugs. For example, in July 2013, L.J., a senior marketing executive at Sandoz, sent an internal e-mail identifying 47 products where Sandoz did not have “fair share” of the market. After some back-and-forth internal joking among Sandoz executives about the idea that Sandoz might actually attempt to compete for business in those markets by driving prices down, Kellum responded by emphasizing the truly industry-wide nature of the agreement:

From:	Kellum, Armando
Sent:	Tuesday, July 02, 2013 12:31 AM
To:	[REDACTED]
Subject:	Re: Product Sales and Market Share Performance_v17 (3).xls

Fair Share for all!!!

229. The concept of “fair share” is so well ingrained in the generic pharmaceutical industry that even customers are aware of, and at times facilitate, collusion among generic manufacturers. For example, in June 2013, Dr. Reddy’s was entering the market on a product not identified in the Complaint where Par had previously been exclusive. K.N., a senior account executive at Dr. Reddy’s, sent an internal e-mail reporting that “[a GPO customer] has indicated that Par will walk away, so we have put together a proposal based on that information.”

230. Similarly, in September 2014, a large wholesale customer reached out to several large generic manufacturers, including Teva, asking them to submit a “Priority Wishlist of items to gain increased volume in the market.” The customer reported to Teva that “7 of the global suppliers have created and submitted wishlists and that [the customer] will be reviewing next week and taking a look at how they can move things around. He said they are hoping to be able to horse trade without having to do ROFR [right of first refusal].”

231. Further, in January 2015, Teva was in discussions with a large retail customer about the possibility of becoming its supplier for Moexipril HCL/HCTZ Tablets. The customer stated “Yes, I would like a OTB [One Time Buy]. Can you provide pricing? And yes, we should discuss an ongoing offer as well. I think you are way under your ‘fair share’ on this one if I remember correctly.”

232. Customers at times also facilitate price increases, asking competitors to “rationalize” a market by raising prices. For example, in November 2013, S.G., a senior account executive at Sandoz, sent an internal e-mail stating “[a large wholesale customer] is indicating that Glenmark and Caraco had taken a price increase on [a drug not identified in the Complaint] in June. [The customer] is asking if Sandoz will be rationalizing the market. . . . Please advise on next steps. Our [lower] pricing is disrupting the market.”

233. The “fair share” agreement is not limited to any one market; these principles constantly inform and guide the market actions that generic drug manufacturers decide to take (or not take) both within and across product markets. “Fair share” decisions consider factors across multiple generic drug markets. Customers in one drug market might be traded for customers in another drug market so to create a global “fair share” outcome. Or a putative competitor may decline to complete meaningfully on a bid for one drug in exchange for the opportunity to provide a pre-determined bid for a different drug. Or competitors might avoid challenging a price increase on one generic drug based on a *quid pro quo* arrangement from other competitors on different drugs.

234. Indeed, Defendants and their co-conspirators understood that to effectuate a successful price-fixing and market allocation agreement on one drug, they would need to effectuate an agreement across each Defendant and co-conspirator’s portfolio of drugs. If the agreement were limited to one or two drugs, it could easily fall apart. For example, an agreement between two Defendants to raise prices or to allocate market share on one drug would not likely hold where those same two Defendants engaged in vigorous price competition on another drug, or where a third manufacturer not party to that agreement entered the market with an intent to compete on price.

235. There are many examples of Defendants and their co-conspirators conspiring across drug markets. As set forth below, Teva implemented collusive price increases on several drugs at a time in a series of price increases detailed below and communicated with certain putative competitors as to multiple drugs as part of each such wave of price increases.

236. Defendants and their co-conspirators also conspired across drug markets to maintain their market allocation scheme. For example, in November 2013, Dr. Reddy’s won the “B” slot²⁴

²⁴ Some large customers contract with multiple suppliers – referring to them as primary (“A slot”) or secondary (“B slot”) suppliers – so that in the event of a supply disruption for a particular drug, there is a secondary source of supply.

business at a large wholesale customer on a product not identified in the Complaint. Dr. Reddy's had previously won the "A" slot business at that customer because Mylan had "walked away" from the business. Jake Austin, a senior account executive at Dr. Reddy's, sent an internal e-mail stating "My concern here is that [Mylan] will retaliate somewhere else. I'm unsure of the \$ volume, but this would pull somewhere around 4% share from Mylan, and I don't think they would take that lying down."

237. Similarly, in October 2013, CW-1, a senior pricing executive at Sandoz, sent an internal e-mail, including to Kellum, stating that Sandoz had decided not to bid on two drugs not identified in the Complaint at a large retail customer. CW-1 explained his reasoning as follows: "We have been running up against Mylan a lot lately (Nadolol/Benaz/Hctz), and fear blowback if we take any more products at this moment. Trying to be responsible in the sandbox." And in June 2014, Sandoz again chose not to bid at a customer on a product not identified in this Complaint out of concern that Mylan would retaliate. As CW-1 explained, "I do not want to pursue, I believe this is due to a Mylan increase. We have a lot of products crossing with Mylan right now, I do not want to ruffle any feathers." As discussed more fully below, these decisions were made by Sandoz executives as a direct result of communications between the competitors, and in the context of an ongoing understanding between Sandoz and Mylan to fix prices and avoid competition on a number of different drugs, including Nadolol.

238. A similar scenario occurred in August 2015, when Taro declined to bid on Etodolac ER Tablets at a large supermarket chain where Zydus was the incumbent. Taro voiced concerns internally that Zydus might retaliate and take share from them on another product, Warfarin Sodium Tablets. As an analyst at Taro reasoned in an internal e-mail, Zydus "could hit us on Warfarin. Not worth a fight in the sandbox over 300 annual units for Etodolac." As discussed more fully below, both Etodolac ER and Warfarin Sodium were drugs where Taro had previously agreed with its

competitors, including Teva and Zydus, to fix prices and allocate customers in 2014. Taro's focus on playing nice in the sandbox was merely an extension of those already-existing agreements.

239. As these and other examples alleged below make clear, the interdependence among generic manufacturers transcends product markets as these companies make decisions not only based on what impact their actions will have in a given product market, but also on how those actions will impact other product markets where the competitors overlap and any future markets where they might eventually compete.

240. In fact, as explained in more detail below, certain Defendants and co-conspirators had long-standing agreements with some of their competitors to limit competition on any products on which the companies overlapped. For example, shortly after Patel was hired by Teva in 2013, she reached out to CW-1 and asked how Sandoz handled price increases. Patel explained that she had been hired by Teva to identify products where Teva could increase prices. CW-1 told Patel that Sandoz would follow any Teva price increases, and that Sandoz would not poach Teva's customers after Teva increased price. CW-1 reiterated his conversation to Kellum, who understood and approved.

241. As set forth above, generic manufacturers often communicated about, and colluded on, multiple drugs at any given time. For example, in July 2013, Teva increased pricing on a list of 21 different products. There was a great deal of internal pressure from management at Sandoz – including from Kellum and CW-1 – to obtain a copy of the Teva price increase list. As a result, CW-2 (then a Sandoz employee) reached out to his former colleague, Rekenthaler, (Teva), to obtain a copy of the full Teva price increase list. Rekenthaler forwarded the list to his own personal e-mail address before then forwarding it to CW-2's personal e-mail address. Upon receiving the list, CW-2 read it to his supervisor – CW-1 – over the phone. Notably, the Teva list included a number of products that Sandoz did not even sell.

242. It was not uncommon for generic manufacturers to communicate with each other about products that they did not sell. As another example, Teva, Wockhardt, and Mylan collusively raised pricing on Enalapril Maleate in July 2013 (discussed more fully below). After a lengthy conversation with Patel in the midst of the price increases, Aprahamian (Taro) (not in the market for Enalapril Maleate at that time) sent an internal e-mail, including to M.P., a senior Taro executive, stating “[t]here has been some significant changes in the market landscape with this product and I’d like to get product back in Taro label (and fast).” And Taro did move fast. By December 2013, Aprahamian spoke again with Patel, M.A., an account manager at Mylan, and M.C., a senior sales and marketing executive at Wockhardt. Taro then re-entered the Enalapril Maleate market and matched competitor pricing.

243. As another example, on January 1, 2013 – the day before a substantial Mylan price increase on a number of items –Green (Teva) spoke five (5) times with Nesta (Mylan). The next day, Green spoke with Kellum (Sandoz). Kellum then sent an internal e-mail to the Sandoz team stating “[j]ust heard from a customer that – Teva and Mylan . . . have raised price on Nadolol to our levels and Mylan took a significant price increase on Levothyroxine. Let’s please be cautious on both these products.” Despite that fact that Teva did not sell Levothyroxine, Green still conveyed to Sandoz that Mylan raised price on that product.

244. Unlike their branded counterparts, generic drugs are commodities and generic manufacturers are constantly making decisions to enter new markets and leave existing markets. Often these decisions are made, at least in part, based on who the competitors are and how strong the relationship is between the two companies. For example, in July 2013, Sandoz was looking to implement a “Taro Strategy” that involved temporarily delisting ten products that they overlapped on with Taro. This strategy would allow Taro to raise price on these products while Sandoz was out of the market, and then Sandoz could re-enter later at the higher price.

245. This interdependence between generic manufacturers is further demonstrated by the countless examples of companies sharing sensitive information with competitors as a matter of course. The State AGs have gathered evidence going back more than a decade of generic companies routinely communicating and sharing information with each other about bids and pricing strategy. This includes forwarding bid packages received from a customer (e.g., a Request for Proposal or “RFP”) to a competitor, either on their own initiative, or at the request of a competitor.

246. Defendants and other generic drug manufacturers also share information among themselves regarding the terms of their contracts with customers, including pricing terms, price protection, and rebates. Defendants and their co-conspirators use this information to negotiate prices or terms that are more favorable to them, often to the ultimate detriment of payors and consumers. For example, in December 2013, Teva was negotiating new price increase language in its customer contracts and wanted some comfort that its competitors had similar language. On December 23, 2013, Rekenthaler spoke with Nesta (Mylan) three times, including a 13-minute call. Immediately after hanging up the phone with Nesta after the third call, Rekenthaler sent the following e-mail:

From: Dave Rekenthaler
Sent: Mon 12/23/2013 10:41 AM (GMT-05:00)
To: [REDACTED]; Maureen Cavanaugh
Cc: Nisha Patel02
Bcc:
Subject: RE: Proposed Price Increase Language

Mylans language is vague. “Pricing subject to change at Mylan’s sole discretion.”

247. Defendants and their co-conspirators were well aware that what they were doing was illegal and took steps to cover up evidence of the overarching conspiracy. For example, in May 2014, a large customer of Taro’s received a bid on a product not identified in this Complaint and gave Taro an opportunity to bid to retain the business. A.L., a senior contracting executive at Taro, sent

an internal e-mail stating “FS ok, will not protect.” Elizabeth Guerrero, a senior managed care executive at Taro, responded “explain FS, (Fair share)?” Aprahamian replied:

No emails please. Phone call. [REDACTED] let's discuss.

248. Similarly, handwritten notes from an internal Sandoz business review presentation from May 2017 – after the States’ investigation was well underway – read: “Avoid Fair share terminology on slides – underdeveloped or overdeveloped is better.”

249. To avoid creating a potentially incriminating paper trail, Kellum (Sandoz) routinely admonished colleagues for putting information that was too blatant in e-mails, understanding that it could lead to significant legal exposure for both the company and the individuals involved.

250. The Overarching Conspiracy described herein and the larger understanding by Defendants and their co-conspirators is at least as broad as, but not limited to, the Subject Drugs identified in this Complaint. Moreover, the examples referenced in this section, and in the sections that follow, include only illustrative examples of the types of conduct described.

C. Generic Drug Price Spikes Since 2013

251. Against this industry backdrop, the prices for a large number of generic pharmaceutical drugs skyrocketed beginning in at least 2013 and 2014. According to one report, “[t]he prices of more than 1,200 generic medications increased an average of 448 percent between July 2013 and July 2014.” A separate analysis conducted by Sandoz showed that during the calendar years 2013 and 2014, there were 1,487 “large price increases” (increases of the WAC price greater than 100%), of which 12% (178) were increased by greater than 1,000%.

252. These increases in 2013 and 2014 were staggering compared to prior years. The following table (which contains information about WAC pricing changes through October 2014

only) demonstrates the dramatic surge in the number of large drug price increases per year in 2013 and 2014:

	Year	Total Number of Increases	Increases Greater than 100%	Increases Greater than 50%
	2010	3820	125	260
	2011	4265	255	409
	2012	4071	223	433
	2013	5694	739	1072
YTD Oct.	2014	4461	637	1521

253. Similarly, a January 2014 survey of 1,000 members of the National Community Pharmacists Association (“NCPA”) found that more than 75% of the pharmacists surveyed reported higher prices on more than 25 generic drugs, with the prices spiking by 600% to 2,000% in some cases.

254. More than \$500 million of Medicaid drug reimbursement during the twelve months ending on June 30, 2014, was for generic drugs whose prices had increased by over 100%.

D. Key Relationships—Teva

255. Teva is a consistent participant in the conspiracies identified in this Complaint. Through its most senior executives and account managers, Teva participated in a wide-ranging series of restraints with more than a dozen generic drug manufacturers, all of whom knowingly and willingly participated.

1. Early 2013: Teva’s Generics Business Struggles

256. Despite Teva’s initial attempts to increase its revenues through price increases in 2012 and early 2013, its generic business was struggling as of early 2013. Throughout the first quarter of 2013, Teva realized it needed to do something drastic to increase profitability. On May 2, 2013, Teva publicly announced disappointing first quarter 2013 results. Among other things: (1) net income was down 26% compared to the prior year; (2) total net sales were down 4%; and (3) generic sales declined by 7%.

257. By this time, Teva had already started to consider new options to increase its profitability, including more product price increases. Over the next several years, Teva embarked on an aggressive plan to conspire with its competitors to increase and sustain price on many generic drugs – completely turning around the company’s fortunes.

2. April 2013: Teva Hires Nisha Patel

258. In April 2013, Teva took a major step toward implementing more significant price increases by hiring Nisha Patel as its Director of Strategic Customer Marketing. In that position, her job responsibilities included, among other things: (1) serving as the interface between the marketing (pricing) department and the sales force teams to develop customer programs; (2) establishing pricing strategies for new product launches and in-line product opportunities; and (3) overseeing the customer bid process and product pricing administration at Teva.

259. Most importantly, she was responsible for – in her own words – “product selection, price increase implementation, and other price optimization activities for a product portfolio of over 1,000 products.” In that role, Patel had 9-10 direct reports in the pricing department at Teva. One of Patel’s primary job goals was to effectuate price increases. This was a significant factor in her performance evaluations and bonus calculations and, as discussed more fully below, Patel was rewarded handsomely by Teva for doing it.

260. Prior to joining Teva, Patel had worked for eight years at a large drug wholesaler, ABC, working her way up to Director of Global Generic Sourcing. During her time at ABC, Patel had routine interaction with representatives from every major generic drug manufacturer and developed and maintained relationships with many of the most important sales and marketing executives at Teva’s competitors.

261. Teva hired Patel specifically to identify potential generic drugs for which Teva could raise prices, and then utilize her relationships to effectuate those price increases.

262. Even before Patel started at Teva, she was communicating with potential future competitors about the move, and about her new role. For example, on April 2, 2013 - nearly three weeks before Patel started at Teva - Ara Aprahamian, the Vice President of Sales and Marketing at Defendant Taro, sent an e-mail to the Chief Operating Officer (“COO”) at Taro stating: “Nisha Going To Teva - Hush Hush for now....” The COO responded by saying “[m]aybe the industry will be better for it. Teva can only improve.” Teva had, up to that point, acquired a reputation in the industry for being slow to follow price increases, and the Taro COO viewed Patel as someone who would change that mindset at Teva. Patel had also worked with Aprahamian several years earlier at ABC.

263. Patel’s last day at ABC was April 11, 2013, and she started at Teva on April 22, 2013. Patel began communicating with competitors, by phone and text, the day after she left ABC, before she even started at Teva. For example:

Date	Call Type	Target Name	Direction	Contact Name	Duration
4/12/2013	Voice	Patel, Nisha (Teva)	Incoming	CW-1 (Sandoz)	0:01:10
4/13/2013	Text	Patel, Nisha (Teva)	Incoming	CW-5 (Glenmark)	0:00:00
4/18/2013	Text	Patel, Nisha (Teva)	Outgoing	R.T. (Sandoz)	0:00:00
4/18/2013	Text	Patel, Nisha (Teva)	Outgoing	R.T. (Sandoz)	0:00:00
4/18/2013	Text	Patel, Nisha (Teva)	Incoming	B.L. (Upsher-Smith)	0:00:00
4/18/2013	Text	Patel, Nisha (Teva)	Outgoing	R.T. (Sandoz)	0:00:00
4/18/2013	Text	Patel, Nisha (Teva)	Outgoing	B.L. (Upsher-Smith)	0:00:00
4/18/2013	Text	Patel, Nisha (Teva)	Outgoing	B.L. (Upsher-Smith)	0:00:00
4/18/2013	Voice	Patel, Nisha (Teva)	Incoming	CW-1 (Sandoz)	0:06:05
4/18/2013	Text	Patel, Nisha (Teva)	Incoming	B.L. (Upsher-Smith)	0:00:00

Once Patel began her employment at Teva, her communications with certain competitors became much more systematic and frequent - and focused around market events such as price increases, market entry, customer challenges and loss of exclusivity.

264. When she joined Teva, Patel’s highest priority was identifying drugs where Teva could effectively raise price without competition. On May 1, 2013, Patel began creating an initial

spreadsheet with a list of “Price Increase Candidates.” As part of her process of identifying candidates for price increases, Patel started to look very closely at Teva’s relationships with its competitors, and also her own relationships with individuals at those competitors. In a separate tab of the same “Price Increase Candidates” spreadsheet, Patel began ranking Teva’s “Quality of Competition” by assigning companies into several categories, including “Strong Leader/Follower,” “Lag Follower,” “Borderline” and “Stallers.”

265. Patel understood – and stressed internally at Teva – that “price increases tend to stick and markets settle quickly when suppliers increase within a short time frame.” Thus, it was very important for Patel to identify those competitors who were willing to share information about their price increases in advance, so that Teva would be prepared to follow quickly. Conversely, it was important for Patel to be able to inform Teva’s competitors of Teva’s increase plans so those competitors could also follow quickly. Either way, significant coordination would be required for price increases to be successful – and quality competitors were those who were more willing to coordinate.

266. As she was creating the list, Patel was talking to competitors to determine their willingness to increase prices and, therefore, where they should be ranked on the scale. For example, in one of her first conversations with CW-1 after Patel joined Teva, Patel told CW-1 that she had been hired by Teva to identify drugs where Teva could increase its prices. She asked CW-1 how Sandoz handled price increases. CW-1 told Patel that Sandoz would follow Teva’s price increases and, importantly, would not poach Teva’s customers after Teva increased. Not surprisingly, Sandoz was one of Teva’s highest “quality” competitors. Patel and Teva based many price increase (and market allocation) decisions on this understanding with Sandoz over the next several years.

267. It is important to note that Patel had several different ways of communicating with competitors. Throughout this Complaint, you will see references to various phone calls and text

messages that she was exchanging with competitors. But she also communicated with competitors in various other ways, including but not limited to instant messaging through social media platforms such as LinkedIn and Facebook; encrypted messaging through platforms like WhatsApp; and in-person communications. Although the State Attorneys General have been able to obtain some of these communications, many of them have been destroyed by Patel.

268. Through her communications with her competitors, Patel learned more about their planned price increases and entered into agreements for Teva to follow them. On May 2, 2013, Patel spoke to her contacts at Glenmark, Actavis and Sandoz several times:

Date	Call Type	Target Name	Direction	Contact Name	Duration
5/2/2013	Voice	Patel, Nisha (Teva)	Incoming	CW-5 (Glenmark)	0:05:02
5/2/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-5 (Glenmark)	0:00:06
5/2/2013	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	0:00:03
5/2/2013	Voice	Patel, Nisha (Teva)	Incoming	CW-5 (Glenmark)	0:07:18
5/2/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	0:15:48
5/2/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-5 (Glenmark)	0:11:39

269. After one of her calls with CW-5 of Glenmark, Patel sent an internal e-mail to one of her subordinates directing him to add six (6) different Glenmark drugs to Teva’s “high priority” price increase list: Adapalene Gel; Nabumetone; Pravastatin; Ranitidine; Moexipril; and Moexipril HCTZ. As discussed more fully below, these are all drugs that Glenmark eventually increased prices on two weeks later, on May 16, 2013, and Teva followed with its own price increases shortly thereafter.

3. Ranking “Quality of Competition” to Identify Price Increase Candidates

270. By May 6, 2013, Patel had completed her initial ranking of fifty-six (56) different manufacturers in the generic drug market by their “quality.” Patel defined “quality” by her assessment of the “strength” of a competitor as a leader or follower for price increases. Ranking was

done numerically, from a +3 ranking for the “highest quality” competitor to a -3 ranking for the “lowest quality” competitor. The top ranked competitors at that time included the following companies:

Strong Leader/Follower	Point Scale
Mylan	3
Mylan Institution	3
Watson/Actavis	3
Sandoz/Fougera	3
Glenmark	3
Taro	3

The lowest ranked competitors were:

Strong Leader/Follower	Point Scale
Apotex	-3
Zydus	-3

271. Patel created a formula, which heavily weighted those numerical ratings assigned to each competitor based on their “quality,” combined with a numerical score based on the number of competitors in the market and certain other factors including whether Teva would be leading or following the price increase. According to her formula, the best possible candidate for a price increase (aside from a drug where Teva was exclusive) would be a drug where there was only one other competitor in the market, which would be leading an increase, and where the competitor was the highest “quality.” Conversely, a Teva price increase in drug market with several “low quality” competitors would not be a good candidate due to the potential that low quality competitors might not follow Teva’s price increase and instead use the opportunity to steal Teva’s market share.

272. Notably, the companies with the highest rankings at this time were companies with whom Patel and other executives within Teva had significant relationships. Some of the notable relationships are discussed in more detail below.

273. The highest quality competitors in Patel's rankings were competitors where Teva had agreements to lead and follow each other's price increases. The agreements and understandings regarding price increases were what made each of those competitors a high-quality competitor. As part of their understandings, those competitors also agreed that they would not seek to compete for market share after a Teva price increase.

274. **Mylan (+3)**. Mylan was Teva's highest-ranked competitor by "quality." The relationship between these two competitors was longstanding, and deeply engrained. It survived changes in personnel over time, and pre-dated Patel's creation of the quality competitor rankings.

275. Kevin Green, who was employed by Teva beginning in 2006 through late October 2013, first began communicating with Jim Nesta of Mylan by telephone on February 21, 2012. From that time until the time that Green left Teva, Green and Nesta were in almost constant communication, speaking by phone at least 392 times, and exchanging at least twelve (12) text messages – including at or around every significant price increase taken by either company. This amounts to an average of nearly one call or text message every business day during this period.

276. Shortly after Patel started her employment at Teva, she called Nesta on May 10, 2013, and the two spoke for over five (5) minutes. Because Green had already established a relationship with Mylan, Patel did not need to speak directly with Nesta very often. Typically, Patel would e-mail Green and ask him to obtain market intelligence about certain Mylan drugs; Green would then speak to Nesta – often about a long list of drugs – and report his findings back to Patel. Several examples of these communications are outlined more fully in various sections below.

277. When Green left Teva to join Zydus in late October 2013, the institutional relationship and understanding between Teva and Mylan remained strong. Rekenthaler promptly took over the role of communicating with Nesta. Starting in December 2013, through the time that Rekenthaler left Teva in April 2015, Rekenthaler spoke to Nesta 100 times. Prior to Green leaving

Teva in late- October 2013, Rekenhaller and Nesta had only spoken by phone once, more than a year earlier in 2012.

278. The relationship between Teva and Mylan even pre-dated the relationship between Green and Nesta. For example, between January 1, 2010, and October 26, 2011, R.C., a senior executive at Teva, communicated with R.P., a senior executive counterpart at Mylan, by phone or text at least 135 times. The pace of communications between the two companies slowed dramatically in November 2011 after R.C. left Teva and before Green began communicating with Nesta – but continued nevertheless as needed during that time through communications between Rekenhaller and R.P. at Mylan.

279. **Watson/Actavis (+3)**. Actavis was Teva's next highest quality competitor by ranking. Patel had strong relationships with several executives at Actavis, including Rogerson, the Executive Director of Pricing and Business Analytics, and A.B., a senior sales executive at Actavis. Rekenhaller also communicated frequently with Allan Slavsky, a senior sales executive at Watson – a relationship that pre-dated Patel joining Teva.

280. Patel contacted A.B. shortly after she started her employment at Teva, as she was creating the quality competitor rankings. She called him on April 30, 2013, and the two exchanged several text messages the next day, May 1, 2013. But as detailed herein, Patel communicated on a more frequent basis with Rogerson, her counterpart in the pricing department at Actavis. From May 2, 2013, through November 9, 2015, Patel spoke and/or texted with Rogerson 157 times, including calls at or around every significant price increase taken by the respective companies.

281. In August 2013, Marc Falkin joined Actavis and the relationship between Teva and Actavis grew stronger through his communications with Rekenhaller. From August 7, 2013, through the date that Rekenhaller left Teva in April 2015, Rekenhaller and Falkin communicated by phone or text at least 433 times.

282. Maureen Cavanaugh also had a very strong relationship with Falkin. The two communicated with great frequency. From August 7, 2013, through the end of May 2016, Cavanaugh and Falkin spoke or texted with each other 410 times.

283. **Sandoz (+3)**. Sandoz was also considered a top-quality competitor by Teva. Patel had a very strong relationship with CW-1 at Sandoz.

284. Beginning on April 12, 2013 – the day after Patel’s last day at ABC – until August 2016, Patel and CW-1 spoke 185 times by phone, including at or around every significant price increase taken by either company. As detailed above, in one of her initial calls with CW-1 after she joined Teva, Patel asked CW-1 how Sandoz handled price increases. Patel explained that she had been hired at Teva to identify products where Teva could increase prices. CW-1 reassured Patel that Sandoz would follow any Teva price increases on overlapping drugs, and that Sandoz would not poach Teva’s customers after Teva increased price.

285. Green and Rekenthaler of Teva also both had a very strong relationship with CW-2, who was – at that time – a senior Sandoz executive. These relationships pre-dated Patel joining Teva.

286. **Glenmark (+3)**. Glenmark was one of Teva’s highest-ranked competitors primarily because Patel had very significant relationships with several different individuals at Glenmark, including CW-5, Brown and Jessica Cangemi, a sales and marketing executive at Glenmark.

287. As stated above, Patel began communicating with CW-5 even before she began her employment at Teva. Patel was also communicating frequently with both CW-5 and Cangemi during the time she created the quality competitor rankings, and agreed to follow several Glenmark price increases, in May 2013.

288. Patel and CW-5 communicated by phone with great frequency – including at or around the time of every significant price increase affecting the two companies – until CW-5 left

Glenmark in March 2014, at which point their communication ceased for nearly six (6) months.

After CW-5 left Glenmark, Patel began communicating with Brown with much greater frequency to obtain competitively sensitive information from Glenmark. Patel and Brown had never spoken by phone before Patel started at Teva, according to the phone records produced.

289. **Taro (+3)**. Taro was highly rated because of Patel's longstanding relationship with the Vice President of Sales at Taro, Ara Aprahamian. Patel had known Aprahamian for many years, dating back to when Patel had started her professional career as an intern at ABC.

290. Even though she knew Aprahamian well, they rarely ever spoke or texted by phone until Patel started at Teva. From April 22, 2013, through March 2016, however, Patel and Aprahamian spoke or texted at least 100 times, including calls or text messages at or around the time of every significant price increase affecting the companies during those years.

291. **Lupin (+2)**. Although initially not the highest ranked competitor, Lupin was assigned a high rating because of Patel's strong relationship with David Berthold, the Vice President of Sales at Lupin. The relationship between Teva and Lupin, however, pre-dated Patel. Prior to Patel starting at Teva, Green and others at Teva conspired directly with Berthold. Between January 2012 and October 2013, Berthold and Green, for example, communicated by phone 125 times.

292. From May 6, 2013, through April 8, 2014, Patel and Berthold communicated by phone 76 times, including at or around the time of every significant drug price increase where the two companies overlapped.

293. Demonstrating the strength of the relationship between the two companies, the price increase coordination continued between Defendants Teva and Lupin even when Green had left Teva and when Patel was out on maternity leave. For example, in October 2013 Lupin was preparing to increase its pricing on the drug Cephalexin Oral Suspension. Without Green or Patel to

communicate with, Berthold instead communicated with Rekenthaler and T.S. of Teva to coordinate the price increase.

4. Teva Takes a Price Increase Hiatus During Patel's Maternity Leave

294. Shortly after the August 9, 2013, price increase (discussed in Section V.F.181.e) went into effect, Patel left the office for several months while on maternity leave.

295. This slowed down Teva's conspiratorial plans. During the time while Patel was out on maternity leave, Teva did not implement or plan any additional price increases, instead waiting for Patel to return and continue her work. Patel began to return to the office on a part-time basis beginning in November 2013.

296. During this time, Kevin Green left Teva to join Zydus as the Associate Vice President of National Accounts. His last day of employment at Teva was October 23, 2013. This prompted Rekenthaler to assume the role of communicating with specific competitors, including Mylan. Rekenthaler also identified and began communicating on a more frequent basis with co-conspirators at different companies to facilitate the price increase process for Teva.

297. Although Patel's absence slowed Teva in its plans for price increases on additional drugs, it did not stop certain competitors – in particular Lupin and Greenstone – from attempting to coordinate with Teva regarding their own price increases. In Patel's absence, they simply communicated through different channels. These communications were conveyed to Patel upon her return, and she included the information in her efforts to identify new price increase candidates.

298. By early 2014 Patel had picked up right where she left off planning for the next round of Teva increases.

5. **Competitors Become “High Quality” After Successfully Colluding With Teva**

a. *May 2014: Patel Updates The Quality Competitor Rankings to Reflect New Relationships*

299. A little more than a year after she first circulated her Quality of Competitor List, Patel finalized an updated list on May 9, 2014. This updated list reflected changes in Teva’s conspiratorial relationships.

300. Although certain competitors retained a high-quality ranking throughout the entire relevant time period – like Mylan, Sandoz, Actavis, and Taro – other competitors saw their ranking increase (sometimes dramatically) after successfully colluding with Patel or others at Teva on one or more drugs during the prior twelve-month period. These changes demonstrate that Teva’s quality competitor rankings were, in reality, a list of co- conspirators that Teva could trust to adhere to the illegal agreements.

301. **Apotex.** Apotex, for instance, was one of Teva’s two lowest-ranked competitors in May 2013 with a ranking of -3. When Patel updated her Quality Competitor rankings in May 2014, however, Apotex was rated +2 – an increase in five points over that twelve-month period.

302. Apotex made this jump in Teva’s quality competitor rankings in large part due to Patel’s relationship with Beth Hamilton, a sales executive at Apotex, and the successful coordination between Apotex and Teva in 2013 on Pravastatin and Doxazosin Mesylate.

303. Patel revised her May 2013 price increase list on May 29, 2013, to add, *inter alia*, Pravastatin. The day before – May 28 – Apotex increased its price on Pravastatin by over 100%. Apotex’s new, higher prices for Pravastatin exactly matched Glenmark’s May 16, 2013, price increase.

304. In the days leading up to Patel's decision to add Pravastatin to her list of price increase candidates – and Apotex actually increasing its prices – Patel communicated frequently with Beth Hamilton at Apotex. Between May 20 and May 24, 2013, the two spoke five (5) times.

305. Teva ultimately raised its prices on Pravastatin – to follow Glenmark, Apotex and Zydus – on August 9, 2013. In the days leading up to the Teva price increase, Patel spoke to Hamilton at Apotex three (3) times to coordinate.

306. At the same time that Teva raised its prices on Pravastatin in August 2013, it also increased its pricing on Doxazosin Mesylate. Teva's new, increased price (a 1,053% increase) matched Apotex's (and Mylan's) recent price increases. Apotex itself had increased the price of this drug on July 23, 2013. Hamilton of Apotex and Patel of Teva had one conversation the week before Apotex took the increase, in addition to coordinating before Teva followed on August 9, 2013.

307. Apotex soared dramatically in the quality competitor rankings for one additional reason: in April 2013, Apotex hired Jeffrey Hampton as a senior executive. Rekenthaler of Teva and Hampton began communicating regularly after Hampton was hired by Apotex. There is no record that they had ever communicated by phone before that.

308. That relationship continued through 2014. On April 4, 2014, Teva increased the price on Pentoxifylline by as much as 69%. Despite the fact that Apotex was the market leader at that time, Teva chose to lead the price increase on Pentoxifylline. In the weeks leading up to Teva's price increase, Rekenthaler of Teva engaged in numerous communications with Hampton at Apotex. The two spoke twice on March 7, 2014, for two (2) and three (3) minutes, respectively. They spoke again on March 20 for four (4) minutes, and again on March 25 for two (2) minutes. A week after Teva increased its price – on April 11, 2014 – they spoke again for five (5) minutes. During these calls, Rekenthaler gathered Apotex's pricing plans and conveyed them to Patel.

309. As a result of Patel and Rekenthaler's successful coordination with Apotex executives, Patel dramatically increased Apotex's quality competitor ranking in May 2014.

310. **Zydus.** Zydus – like Apotex – had been one of Teva's two lowest-ranked competitors in May 2013 with a ranking of -3. But, when Patel updated her quality competitor rankings in May 2014, Zydus was rated +2, an increase in five points over a twelve-month period. While Apotex's increase in the ranking was due to Teva's successful collusion with Apotex on several price increases in 2013 and 2014, Zydus's increase was more personnel- oriented: Kevin Green, who had himself conspired with a number of competitors while at Teva (at the direction of and in coordination with Patel and Rekenthaler at Teva, among others) moved from Teva to Zydus in November 2013. With Green firmly installed at Zydus, Patel was emboldened to include Zydus more fully in the conspiracy.

311. Patel's confidence was well-founded. In the year after Green joined Zydus, the two companies successfully conspired to divide markets and allocate customers relating to Zydus's entry into the market for multiple drugs, including: Fenofibrate (February – March 2014), Paricalcitol (March – April 2014), Niacin (May – June 2014), and Etodolac ER (May – July 2014).

312. Teva and Zydus also agreed to increase prices on Topiramate Sprinkles and Warfarin Sodium Tablets. Zydus increased the price for both of those drugs on June 13, 2014. Teva followed with an increase on both drugs on August 28, 2014. With respect to the Topiramate Sprinkles, Teva was explicit in its internal communications that its increase was to “follow competitor,” namely Zydus.

313. In the days leading up to both companies' price increases, Green and Patel communicated frequently to coordinate the price increases. On June 19, 2014 – four days before Zydus increased its prices – Green and Patel spoke four (4) times. And on August 27, 2014 – the day before Teva raised its prices – Green and Patel spoke three (3) times.

314. Green was also communicating frequently with Rekenthaler of Teva around the time of the price increases on Topiramate Sprinkles and Warfarin Sodium Tablets. On June 11, 2014, the two men spoke for eight (8) minutes. On August 20, the two exchanged an additional pair of phone calls.

315. Patel and Rekenthaler did not communicate with Green in isolation. The two Teva executives made sure to keep each other apprised of their conversations with competitors, including Green. In early 2014, Patel and Rekenthaler both worked largely out of Teva's home office. After either one of them engaged in a phone call with a competitor, he or she would be sure to provide an in-person debrief of the communication so as to avoid putting such information in writing.

316. Even before Green joined Zydus in November 2013, Teva had some success in coordinating price increases with Zydus. As discussed above, Patel decided to add Pravastatin to her price increase list only after determining that Zydus agreed to the increase. In the week leading up to Patel's decision to revise her price increase list to include Pravastatin, Green (still at Teva) spoke to K.R. and M.K., both senior executives at Zydus.

317. Just two weeks later, on June 14, 2013, Zydus increased its price on Pravastatin by over 150%. Green similarly had numerous conversations with Zydus executives in the week prior to that company's Pravastatin increase, as shown in the table below:

Date	Call Type	Target Name	Direction	Contact Name	Duration
6/9/2013	Voice	Green, Kevin (Teva)	Outgoing	M.F. (Zydus)	0:12:00
6/10/2013	Voice	Green, Kevin (Teva)	Outgoing	M.K. (Zydus)	0:02:00
6/11/2013	Voice	Green, Kevin (Teva)	Outgoing	K.R. (Zydus)	0:01:00
6/11/2013	Voice	Green, Kevin (Teva)	Outgoing	M.K. (Zydus)	0:26:00
6/11/2013	Voice	Green, Kevin (Teva)	Outgoing	M.K. (Zydus)	0:03:00
6/12/2013	Voice	Green, Kevin (Teva)	Incoming	K.R. (Zydus)	0:22:00
6/12/2013	Voice	Green, Kevin (Teva)	Incoming	K.R. (Zydus)	0:14:00
6/12/2013	Voice	Green, Kevin (Teva)	Incoming	K.R. (Zydus)	0:01:00
6/13/2013	Voice	Green, Kevin (Teva)	Outgoing	M.F. (Zydus)	0:16:00

318. As noted above, Teva ultimately raised its prices on Pravastatin on August 9, 2013. At that time, Patel recommended that Teva follow the competitors that had already raised their prices - including Zydus. Prior to Teva raising its prices on August 9, 2013, Green spoke to K.R. at Zydus three times- twice on August 4, 2013, and once on August 5.

319. **Heritage**. Heritage, like Apotex and Zydus, was not a highly ranked competitor when Patel first created the quality of competitor ranking list in May 2013. Initially, Patel gave Heritage a ranking of “0.” However, when Patel updated her quality competitor rankings in May 2014, Heritage received the highest possible ranking of +3.

320. The reason for Heritage’s significant improvement in Patel’s quality competitor rankings was the relationship that Patel established with the Vice President of Heritage, Jason Malek. After moving to Teva, Patel began communicating with Malek by phone as early as July 9, 2013. From that date until July 25, 2014, the two spoke by phone at least 37 times.

321. **Lupin**. In Patel’s initial May 2013 quality competitor ranking list, Lupin was given a ranking of +2. When Patel updated her quality competitor rankings a year later, Lupin received the highest possible rating of +3.

322. Lupin was awarded the highest score in the quality competitor ranking in 2014 because Berthold of Lupin earned Patel’s trust by consistently agreeing to her price increase plans. From May 2013 through April 2014, for example, Patel and Berthold spoke at least 76 times by phone. Green, while still at Teva, also had a very strong relationship with Berthold. As discussed above, at times Patel and Green would even coordinate with each other regarding which one of them should coordinate a price increase or customer allocation agreement with Berthold.

323. In 2013, after Patel joined Teva, Teva and Lupin conspired to fix and raise prices on at least the following four drugs: Cefdinir Oral Suspension, Cefdinir Capsules, Cefprozil Tablets and Pravastatin. Patel communicated with competitors to coordinate the proposed price increases. For

example, Patel spoke to Berthold of Lupin six (6) times on May 16, two (2) times on May 17, once on May 20, once on May 21, and three (3) times on May 23, 2013. Patel and Rekenthaler also communicated with contacts at Sandoz, which joined the price-fixing agreements on Cefdinir and Cefprozil. Then in early 2014, executives at Teva and Lupin coordinated Lupin's entrance into the market for Balziva.

324. The relationship was so strong between Teva and Lupin that even when Green left Teva, and Patel was out of the office on maternity leave, Berthold still found other executives at Teva to communicate with regarding a price increase for the drug Cephalexin Oral Suspension. As discussed above, in October 2013 Berthold called Rekenthaler and T.S., a national account executive at Teva, to coordinate Lupin's November 1, 2013, price increase for Cephalexin Oral Suspension. When Patel returned from maternity leave and began planning the next round of Teva price increases, she continued these communications with Berthold until Teva followed Lupin's price increase on April 4, 2014.

325. Patel and Berthold also coordinated a price increase and market allocation scheme with regard to the drug Niacin ER, as Lupin was entering the market in March 2014. Given the successful track record between the two competitor companies, Lupin warranted a +3 in the quality competitor rankings when Patel updated them in May 2014.

326. **Par.** In Patel's initial May 2013 quality competitor ranking list, Par was given a ranking of +1. When Patel updated her quality competitor rankings a year later, Par improved to a ranking of +2.

327. Par rose in the rankings largely because of several strong relationships between executives at the two companies. For example, T.S., a national sales executive at Teva, had a strong relationship with R.K., a senior sales executive at Par. The two began communicating by telephone

in September 2013. Between September 2013 and May 2014, the two spoke at least twenty-seven (27) times by phone.

328. Similarly, Rekenthaler at Teva had a very strong relationship with another senior executive at Par, M.B. Rekenthaler spoke with M.B. frequently throughout 2013 and 2014. From the beginning of 2013 through May 2014, Rekenthaler spoke to

329. M.B. at Par at least thirty-two (32) times by phone.

330. Patel was well aware of these strong relationships and relied on the information that T.S. and Rekenthaler obtained from their communications with senior Par executives in order to make pricing or bidding decisions for Teva's drugs. One such example occurred on Friday, February 7, 2014, when Teva received notice from a customer that it had received a competitive challenge from Par on the drug Labetalol HCL Tablets. Patel forwarded the e-mail to T.S. with three question marks: "???" T.S. responded immediately: "left message." The message that T.S. had left was for R.K. at Par, and the two executives spoke five (5) times that same day. After these calls with R.K., T.S. responded back to Patel saying "[l]et's speak on Monday. Just received call back with more information."

331. The following Monday, Patel also forwarded the original e-mail (discussing the competitive challenge from Par on Labetalol) to Rekenthaler, saying "[n]eed to make a decision quickly." One (1) minute after receiving that e-mail, Rekenthaler called M.B. at Par and the two spoke for eighteen (18) minutes. Shortly after hanging up the phone with M.B., Rekenthaler sent another e-mail to Patel, stating: "[h]old off on this until I get back with you." Rekenthaler spoke to M.B. again later that afternoon for three (3) minutes.

332. After these discussions between Teva and Par executives, Teva ultimately offered only a nominal price reduction to that customer – knowing that this would likely concede the business to Par.

333. As discussed more fully above, Teva continued to conspire with Par on various market allocation and price fixing schemes throughout the remainder of 2014 and into 2015.

334. **Greenstone.** Greenstone was not a highly ranked competitor when Patel first created the quality competitor ranking list in May 2013. Patel had, at that time, given Greenstone a ranking of “0.” However, when Patel updated her quality competitor rankings in May 2014, Greenstone improved to a +1 ranking.

335. One of the reasons for Greenstone’s improvement in the rankings was Patel’s developing relationship with R.H., a national account executive at Greenstone. Patel and R.H. were former co-workers at ABC and had a longstanding relationship. From the time Patel started her employment at Teva in April 2013, through the time that she updated the quality competitor rankings in May 2014, Patel and R.H. communicated by phone or text at least 66 times. Patel also spoke to R.H.’s supervisor, Jill Nailor of Greenstone, numerous times in early 2014 to coordinate Greenstone and Teva price increases and customer allocation agreements.

336. Patel and R.H. of Greenstone spoke consistently at or around the time of every price increase effectuated by either company on drugs where they overlapped, including for example: July 3, 2013 – the day of Teva’s price increase on Fluconazole; December 2, 2013 the day that Greenstone sent notices to customers of its price increases on Azithromycin Suspension, Azithromycin Oral Suspension and Medroxyprogesterone; and April 4, 2014 – the day that Teva followed Greenstone’s price increases on Azithromycin Suspension, Azithromycin Oral Suspension and Medroxyprogesterone.

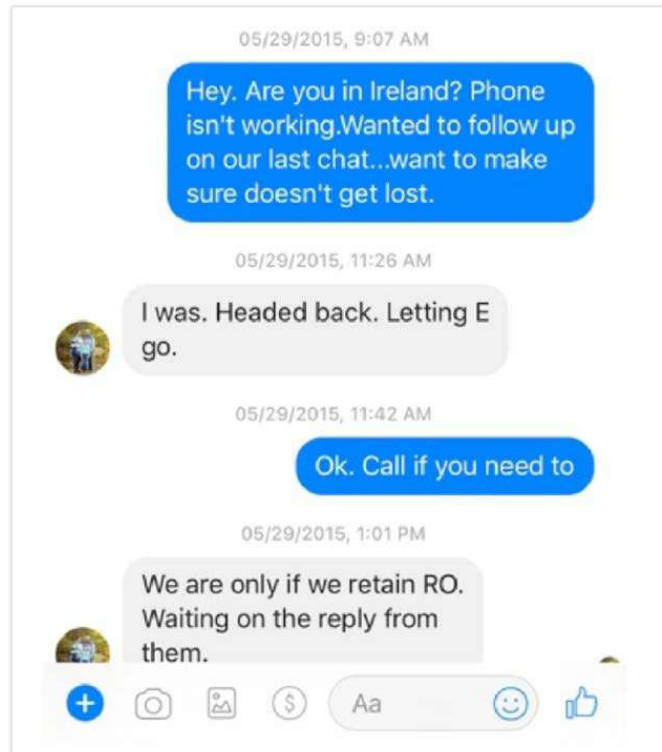
337. Given the willingness of Greenstone’s executives to coordinate price increases with Teva, Patel increased Greenstone’s quality competitor ranking in May 2014.

338. **Amneal**. In Patel's initial May 2013 quality of competitor ranking list, Amneal was given a ranking of +1. When Patel updated her quality competitor rankings a year later, Amneal improved to a ranking of +2.

339. One of the reasons why Amneal rose in the rankings was because of several strong relationships between executives at the two companies. For example, Rekenthaler of Teva had a strong relationship with S.R.(2), a senior sales executive at Amneal. From May 2013 to May 2014, they spoke eight (8) times by phone, and attended many trade association meetings and customer conferences together as well. Rekenthaler and S.R.(2) were regular participants in an annual golf outing hosted by a packaging contractor in Kentucky, where – as discussed above – the generic drug manufacturer participants (competitors) played golf by day and gathered socially by night, referring to each other as “friends” and “fraternity brothers.” (Green and Ostaficiuk were also participants.)

340. Similarly, Patel also developed strong relationships with two Amneal executives: S.R.(1), a senior sales and finance executive at Amneal, and S.R.(2). Patel and S.R.(1) coordinated price increases for the drugs Norethindrone Acetate (September 2014) and Bethanechol Chloride (January 2015).

341. Patel also spoke to S.R.(2) regarding Norethindrone Acetate in September 2014 and continued to communicate with S.R.(2) into at least 2015 – sometimes using alternative forms of communication. In addition to their cell phones, the two executives also used Facebook Messenger to coordinate anticompetitive conduct. In the message exchange below (relating to a drug not identified in this Complaint), S.R.(2) informs Patel that Amneal will concede one customer – Econdisc (“E”) – so long as Amneal is able to retain another large customer, Red Oak Sourcing (“RO”):



342. On the day of this message exchange, Patel and S.R.(2) also spoke by phone for nearly five (5) minutes.

343. **Rising**. In Patel's initial May 2013 quality competitor ranking list, Rising was given a ranking of +1. When Patel updated her quality competitor rankings a year later, Rising improved to a ranking of +2.

344. Rising improved in the quality competitor rankings because of the relationship between Rekenthaler and CW-2. In 2013, CW-2 left Sandoz to join Rising. At that time, Rising was already preparing to enter the market for a drug called Hydroxyzine Pamoate. Teva was one of the competitors already in that market. During several calls in early October 2013, CW-2 coordinated with Green and Rekenthaler of Teva to acquire a large customer and facilitate Rising's entry into the Hydroxyzine Pamoate market.

345. Later, in March 2014, CW-2 sought to return the favor. At that time, Rising experienced supply problems for the drug Diflunisal Tablets – a two-player market involving only

Teva and Rising. In an effort to “play nice in the sandbox,” and to further the ongoing understanding between the two competitors, CW-2 contacted Rekenthaler of Teva and informed him of Rising’s supply problems and the fact that Rising may have to leave the market at some point in the future. The purpose for the call was to alert Rekenthaler that Teva would have the opportunity to take a price increase, as Rising would not be in a position to take on any additional market share.

346. On April 4, 2014, Teva increased the price on Diflunisal Tablets (by as much as 182%), as well as Hydroxyzine Pamoate (by as much as 165%). In the weeks leading up to those price increases, Rekenthaler communicated several times with CW-2 at Rising to coordinate the increases. The two spoke by phone twice on March 17, 2014, and once on March 31.

347. When Rising decided to leave the Diflunisal market in mid-July 2014, CW-2 called Rekenthaler to let him know. Four months later – after Rising remedied its supply problems – Rising re-entered the market for Diflunisal. Consistent with the fair share understanding discussed above, and the rules of engagement that were generally followed in the industry, CW-2 and Rekenthaler communicated in advance of Rising’s re-entry to identify specific customers that Rising would obtain and, most importantly, to ensure the retention of the high prices that Teva had established through its price increase in April 2014. On December 3, 2014, Rising re-entered the market for Diflunisal Tablets. Its new pricing matched Teva’s WAC price increase from April 2014.

348. Rekenthaler’s successful efforts to coordinate price increases and customer allocation agreements with CW-2 of Rising led Patel to increase Rising’s quality competitor ranking in May 2014.

349. **Breckenridge**. In Patel’s initial May 2013 quality competitor ranking list, she gave Breckenridge a ranking of +1. When Patel updated her quality competitor rankings a year later, Breckenridge improved to a ranking of +2.

350. Breckenridge improved in the quality competitor rankings largely because of the strong relationship established between Patel and Rekenthaler and certain executives at Breckenridge, which led to several successful price increases.

351. For example, on November 14, 2013, Breckenridge increased the WAC pricing of both Mimvey and Cyproheptadine HCL Tablets. In the weeks leading up to those Breckenridge price increases, Rekenthaler communicated by phone several times with Dave Nelson, a sales executive at Breckenridge. The two spoke twice on October 14, 2013, and once on October 24, 2013. The call on October 24 lasted twenty-six (26) minutes.

352. On April 4, 2014, Teva followed the Breckenridge price increases on Mimvey Tablets (increasing the WAC pricing by over 100%) and Cyproheptadine HCL Tablets (increasing the WAC pricing by over 90%), to match Breckenridge's WAC pricing on both products. Teva raised prices even higher on its customer contracts. Teva increased the contract pricing of Mimvey by as much as 393%, and the contract pricing of Cyproheptadine HCL Tablets by as much as 526%, depending on the dosage strength.

353. As Patel planned for Teva's April 4, 2014, price increases, both she and Rekenthaler continued to communicate with their counterparts at Breckenridge. Rekenthaler spoke to Neslon at Breckenridge on January 15, 2014 – the day after Patel sent her first list of "Increase Potentials Q1 2014" to Kevin Galownia – for nineteen (19) minutes. Similarly, Patel spoke with S.C. – a sales executive at Breckenridge – two times on February 7, 2014, as she was determining whether Teva should provide a bid to a customer. After her discussions with S.C., Teva declined to bid for the business in order to avoid taking market share away from Breckenridge as a result of the price increases.

354. As a result of the successful coordination of these price increases between Teva and Breckenridge, Patel increased Breckenridge's quality competitor ranking in May 2014.

355. **Glenmark**. Not every Teva competitor saw its quality competitor ranking increase between 2013 and 2014. Glenmark, for example, declined slightly in the rankings. In Patel's initial May 2013 quality competitor ranking list, Glenmark was given a ranking of +3. When Patel updated her quality competitor rankings a year later, Glenmark was given a ranking of +2.

356. The reason that Glenmark declined in the rankings was because Patel lost her most valuable relationship at that company – CW-5. CW-5 left Glenmark in April 2014. In the eleven-month period between Patel joining Teva in late April 2013 and CW-5 leaving Glenmark in April 2014, the two competitors communicated by phone or text message 121 times. They also communicated frequently using an encrypted messaging application, WhatsApp. As discussed more fully above, starting in early May 2013 Teva and Glenmark conspired to fix and raise prices on a number of drugs, including: Adapalene, Nabumetone, Fluconazole Tablets, Ranitidine, Moexipril, Moexipril HCTZ and Pravastatin.

357. In addition to CW-5, Patel also had other contacts at Glenmark – which is why Glenmark did not fall dramatically in the quality competitor rankings when CW-5 left the company. For instance, Patel exchanged 44 phone calls or text messages with Jessica Cangemi, a sales and marketing executive at Glenmark, between May 2013 and July 2015. Similarly, Patel exchanged 36 calls with Jim Brown, the Vice President of Sales at Glenmark, between August 2013 and October 2014. As discussed more fully above, Patel continued to coordinate with Cangemi and Brown throughout 2014 on several drugs, including Kariva and Gabapentin Tablets – demonstrating that Glenmark remained a quality competitor even after CW-5 left the company.

358. In addition to conspiring with Teva, the “quality” competitors also colluded with each other on drugs that Teva did not market. Indeed, each of the quality competitors had their own set of relationships with their counterparts at competitor companies that they used to facilitate

agreements regarding drugs where they overlapped. Some of these relationships are discussed in the sections below.

b. *Even “Low Quality” Competitors Comply with The Overarching Conspiracy*

359. As a further demonstration that the fair share understanding was universally accepted and understood in the generic pharmaceutical industry, even companies that Patel and Teva referred to as “low quality competitors” – because they were not viewed as strong leaders or followers for price increases – consistently complied with the principles of “fair share” and “playing nice in the sandbox.”

360. For example, when Patel first created the quality of competitor rankings in early May 2013, she gave Camber a ranking of -2. When Patel revised those rankings one year later in May 2014, Camber’s ranking did not change. It remained one of the lowest ranked of all of Teva’s competitors.

361. Nonetheless, Camber adhered to the fair share understanding, and consistently applied those rules in dealing with its competitors. This was evident when, in September 2014, Camber entered the market for two different drugs that overlapped with Teva: Lamivudine/Zidovudine and Raloxifene HCL Tablets.

6. Teva and Its Executives Knowingly Violated the Antitrust Laws

362. Teva was aware of the antitrust laws and paid them lip service in its Corporate Code of Conduct. For example, Teva’s Code of Conduct from the summer of 2013 states specifically:

Anti-trust, Unfair Competition and Business Intelligence

Teva conducts business based on our belief in fair, free and open markets:

- We do not attempt to obtain information of or about our competitors in an illegal or unfair way
- We do not gather information about our competitors through deception, theft, misrepresentation, or other illegal or unethical means
- We do not communicate with competitors about competitive business matters



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363. But high-level executives at Teva were aware that those laws were being violated systematically and egregiously, and never instructed Teva employees to stop or to rescind the agreements that Teva had reached with its competitors.

364. For example, when Patel started at Teva in late-April 2013, she immediately began ranking Teva's competitors by their "quality." "Quality" was nothing more than a euphemism for "good co-conspirator," and it was well known internally at Teva that Patel was identifying price increase candidates based on who Teva's competitors were for those drugs, and whether she or others at Teva had an understanding in place. Indeed, Patel already had a short list of price increase candidates in place on the day she started at Teva, which was based at least in part on conversations she had already been having with Teva's competitors before she started, including Ara Aprahamian at Taro.

365. As Patel was starting to create her ranking of quality competitors and identify candidates for price increases, she sent her very first iteration of the quality competitor ranking to her supervisor, K.G. – a senior marketing executive at Teva – on May 1, 2013. That ranking

included, within the category of “Strong Leader/Follower,” the following competitors: Mylan, Actavis, Sandoz, Glenmark, Taro and Lupin. The preliminary list of price increase candidates also included the formula that Patel would use to identify price increase candidates using the quality of competitor scores.

366. With K.G.’s approval of her methodology for identifying price increase candidates, Patel continued communicating with competitors and agreeing to price increases. She also routinely provided K.G. with intelligence that she had received from her communications with competitors. For example, when Patel sent her very first formal “PI Candidates” spreadsheet to K.G. on May 24, 2013, she identified, for example, that the drug Nabumetone was a price increase candidate because, among other things, “Sandoz [was] also bidding high.” For the drug Adapalene Gel, Patel noted that there were “[r]umors of a Taro increase” – even though Taro had not yet increased its prices for Adapalene Gel. Patel had obtained this competitively sensitive information directly from her communications with competitors.

367. K.G. immediately forwarded that information to Maureen Cavanaugh, the Senior Vice President of Sales at Teva, who approved of the price increases based on the reasoning that Patel provided for each drug. As discussed more fully above, Teva raised prices on those drugs (and others) on July 3, 2013.

368. Cavanaugh was well aware that Patel was communicating with competitors about price increases, and making recommendations based on those communications, because Patel told her so directly. For example, during a 2013 meeting of Teva sales and pricing personnel where Cavanaugh was present, Patel was discussing her communications with certain competitors about price increases when Cavanaugh smiled, put her hands over her ears, and pretended that she could not hear what was being said. Not once, however, did Cavanaugh ever tell Patel or anyone else at Teva to stop conspiring with Teva’s competitors or rescind the agreements that had been reached.

369. Patel continued to send intelligence that she had obtained from competitors to her supervisor, K.G. On August 7, 2013, Patel sent to K.G. a summary list of drugs slated for a price increase on August 9, 2013. In the “Reasons for Increase” column, Patel again included specific information that could only have come from her communications with competitors, including:

Product Category	Reason for Increase
ETODOLAC ER TABLETS	Follow Taro (likely to be this week with IR)
ETODOLAC TABLETS	Follow Sandoz; Taro likely to follow this week
PRAVASTATIN TABLETS	Follow Glenmark, Zydus and Apotex. Lupin waiting on Teva.

370. This time, K.G. – recognizing that it was inappropriate for Teva to have this information in writing – asked Patel to change those references above, to remove the offending language:

Under reasons, I would change to the following:

1. Etodolac ER : Follow Taro
2. Etodolac : Follow Sandoz; Taro increase anticipated.
3. Pravastatin : Follow Glenmark, Zydus, and Apotex. Lupin increase anticipated.

371. As discussed more fully above, Teva increased prices on those three drugs two days later. Not once did K.G. ever tell Patel to stop communicating with competitors, or to rescind any of the agreements she had reached on behalf of Teva.

372. Patel also spoke regularly to both Rekenhalter and Green about each other’s communications with competitors. Patel was aware that both Rekenhalter and Green were communicating with competitors, sometimes at her direction. Green and Rekenhalter, in turn, were also both aware that Patel was communicating with competitors and implementing price increases based on those communications.

373. Rekenthaler – the Vice President of Sales at Teva – was aware that communicating with competitors about pricing and market allocation was illegal and took steps to avoid any evidence of his wrongdoing. For example, as discussed more fully above, on July 15, 2013, CW-2 of Sandoz called Rekenthaler at Teva and left a message. Rekenthaler called CW-2 back immediately and they had a three (3) minute conversation during which CW-2 asked Rekenthaler to provide him with a full, comprehensive list of all drugs that Teva had recently increased pricing on – not just those drugs where Teva overlapped with Sandoz. Rekenthaler complied. Understanding, however, that it was improper to share competitively sensitive pricing information with a competitor, and in an effort to conceal such conduct, Rekenthaler first sent the Teva price increase list from his work e-mail account to a personal e-mail account, then forwarded the list from his personal e-mail account to CW-2's personal e-mail account.

E. Sandoz/Fougera

1. CW-6's Relationship with Taro (Before Sandoz's Acquisition of Fougera)

374. CW-6 was a senior sales executive at Fougera between October 2004 and August 2012 and a central player in the collusion taking place among generic manufacturers at that time. Prior to working at Fougera, CW-6 was a lead buyer in the generics group at Cardinal Health where he developed extensive contacts in the industry.

375. Upon moving to Fougera, CW-6 was instructed by his supervisor, Walter Kaczmarek, a senior Fougera executive, to reach out to his contacts at competitor companies to discuss market allocation, price increases, and other commercially sensitive topics. If CW-6 did not have a contact at a competitor, Kaczmarek directed him to pass messages to that competitor through his contacts who did. This practice – facilitating anticompetitive conduct through a third competitor – was pervasive throughout the industry.

376. During his tenure at Fougera, CW-6 frequently attended trade shows and customer conferences. At these events, he would regularly discuss competitively sensitive topics with his competitors. CW-6 was also a prolific communicator by phone and exchanged thousands of calls and text messages with his competitors. After speaking with a competitor, CW-6 would often report the competitive intelligence back to his supervisor, Kaczmarek, and Fougera would use that information to make competitive decisions, including which customers to give up to a competitor or what pricing actions to take and when.

377. CW-6 had a collusive relationship with Howard Marcus, a sales executive at Taro, dating back to at least 2011. CW-6 spoke with Marcus in person at trade shows and customer conferences, as well as by phone. During these conversations, the competitors coordinated customer allocation and price increases on products where Fougera and Taro overlapped. Between January 2011 and August 2012, CW-6 and Marcus exchanged at least eighty-six (86) phone calls.

378. During this early time period, Marcus was acting at all times at the direction of, or with approval from, their superiors, including Mitch Blashinsky of Taro.

2. CW-4's Relationship with Taro (Before Sandoz's Acquisition of Fougera)

379. CW-4 worked as a senior sales executive at Sandoz for many years, including during this early time period (between 2009 and early 2012). At Sandoz, CW-4 was evaluated based on her ability to acquire competitive intelligence. Competitive intelligence included information concerning product launches, customer alignment, price increases, and supply disruptions.

380. CW-4 obtained competitive intelligence from customers as well as competitors with whom she had relationships. CW-4 viewed providing this information as a way to demonstrate value to the company. CW-4 reported competitive intelligence to superiors, including Armando Kellum and CW-1, both senior pricing executives at Sandoz. When CW-4 felt pressure from superiors to deliver useful information, she tended to engage in more anticompetitive conduct.

381. CW-4 had a longstanding relationship with Doug Statler, a sales executive at Taro. CW-4 first met Statler when he was a buyer at a large grocery chain. The two developed a friendly relationship, in addition to a professional one.

382. In 2009, shortly after Statler joined Taro, he and CW-4 met in person at an industry event and had a high-level discussion about Taro's and Sandoz's philosophies with respect to market share and pricing. The two competitors agreed that both of their employers believed in price increases and maintaining higher pricing. Statler explained that companies that compete on price to get more market share were bad for the market because they brought prices down. CW-4 agreed and the two discussed the importance of maintaining a fair share balance, not being greedy about market share, and following price increases on overlapping products.

383. After this conversation, CW-4 and Statler were confident that they had a consistent understanding, and that neither Sandoz nor Taro would compete aggressively against the other. This conversation paved the way for them to work cooperatively in orchestrating Sandoz's and Taro's movements on several drugs in the coming years.

384. In addition to communicating frequently in-person, CW-4 and Statler also spoke often by phone. Between January 2011 and October 2013 (when Statler left Taro), the two exchanged at least seventy-three (73) phone calls.

385. During this early time period, CW-4 and Statler were acting at all times at the direction of, or with approval from, their superiors including Armando Kellum of Sandoz and Mitch Blashinsky of Taro.

3. Sandoz's Acquisition of Fougera in July 2012 Fosters Collusion

386. In July 2012 Sandoz finalized its purchase of Fougera, a specialty dermatology company, making Sandoz a much more prominent manufacturer of topical products. Indeed,

Sandoz publicly touted that the purchase positioned it “as the new #1 in generic dermatology medicines both globally and in the U.S.”

387. Also, as a result of the acquisition, most Fougera executives, including Kaczmarek and CW-6, eventually lost their jobs. Indeed, out of the five Fougera sales executives in place prior to the acquisition, CW-3 was the only one to retain a long-term position with Sandoz.

388. Because of Sandoz’s size and the fact that it manufactured and sold a large number of generic drugs, many competitors reached out to CW-3 when they learned he had transitioned to Sandoz because they viewed this as a strategic opportunity to collude on more overlapping products. In turn, CW-3 used these contacts to his own advantage by engaging in anticompetitive conduct in order to prove his worth to Sandoz management.

389. Sandoz moved at a much faster pace than Fougera and sold many more products. At the time, the company was also launching several high-value products and bringing even more new products to market. CW-3 was thrown into the position and spent a lot of time learning about new (to him) oral solid products. The mindset at Sandoz was not to celebrate work accomplishments, but to move quickly from one launch to the next. As a result, CW-3 experienced a significant amount of culture shock and felt stressed and overwhelmed with his new circumstances.

390. In addition to his regular job duties and responsibilities, CW-3 was also required to participate in an informal working group created by Sandoz management to evaluate the profitability of the Fougera product line. Shortly after the acquisition, it quickly became apparent that Fougera sales were lagging below Sandoz’s initial financial projections. As the lone holdover from Fougera, CW-3 felt a great deal of pressure from Sandoz management to come up with a plan to make the Fougera product line more profitable. CW-3 was responsible for identifying areas to help Sandoz meet its numbers, including recommending where to increase prices or where to increase market share.

391. Other Sandoz sales executives were also feeling anxieties resulting from the Fougera acquisition. For example, CW-4, a longtime Sandoz senior sales executive, was required to re-interview for her position and felt an immense amount of pressure to perform. Although she ultimately retained her job, CW-4 continued to feel nervous about having to learn a whole new line of topical products and to prove her value to Sandoz management.

4. Sandoz and Taro

392. Following Sandoz's acquisition of Fougera, CW-4 reached out to Statler of Taro to calm her nerves and the two competitors had several conversations – both in person and over the phone – during which they discussed which manufacturers of topical products were responsible and which were not. Statler reiterated what he had conveyed to CW-4 previously – that “Taro believes in making money.” CW-4 understood this to mean that Taro wanted to maintain a fair market-share balance and keep prices high. Both CW-4 and Statler concurred (again) that this was the smart way of doing business.

393. After these conversations, CW-4 felt more secure and less anxious about her new circumstances. CW-4 understood that she and Statler would continue to be resources for each other and collude on overlapping products as they had in the past.

394. Soon after the Fougera acquisition, CW-4 learned from Sandoz management that the company was looking to increase market share and take price increases on certain drugs in the Fougera product line to improve the profitability of the Fougera portfolio. At this time, there were several products where Fougera had less than its fair share.

395. Shortly thereafter, CW-4 conveyed this information to Statler at Taro. CW-4 wanted to make sure that if Sandoz tried to take a Taro customer, Statler would not get alarmed and would understand that it was only because Sandoz was looking for its “fair share” on that product.

Similarly, CW-4 wanted to signal to Statler and Taro that if Sandoz took a price increase, Taro should follow, or vice versa. Statler listened to what CW-4 said and did not disagree.

396. During this time period, CW-4 and Statler were acting at all times at the direction of, or with approval from, their superiors, including Kellum of Sandoz and Perfetto and Aprahamian of Taro.

397. Over the years, Sandoz and Taro, primarily through CW-3 and Aprahamian, developed an ongoing understanding not to poach each other's customers and to follow each other's price increases. Indeed, every time that Taro increased prices on a product for which Sandoz was a competitor, Aprahamian informed CW-3 about the increases in advance and provided him with specific price points. CW-3 would write this information down and then pass the information along to his superiors, CW-1 and Kellum. The expectation was always that Sandoz would follow the increases – and Sandoz did.

398. When there were other competitors in the market beyond Taro and Sandoz, CW-3 understood that Aprahamian was also coordinating with those competitors as he was coordinating with him.

399. Although Sandoz consistently followed Taro's price increases, the company could not always do so right away. This did not mean that there was not an agreement to follow. Because price increases could trigger price protection penalties from customers, Sandoz would sometimes push the increases to the next quarter to ensure it hit its financial targets. In the meantime, Kellum would order that Sandoz place the product on strict allocation – meaning that Sandoz would allocate product to a customer based on regular usage – so that there was not a run on Sandoz's inventory resulting from a competitor's increase.

400. Further, when Taro increased prices, Aprahamian typically warned CW-3 not to take Taro's customers. Aprahamian was very animated and would say things like: "Don't take my f***ing

customers,” “Don’t take my business,” or “Don’t be stupid.” CW-3 understood these warnings to mean that if a Taro customer asked for an offer in response to a Taro price increase, Sandoz should not compete for the business.

401. Aprahamian and CW-3 also coordinated on product launches. For a Taro launch into a Sandoz market, Aprahamian would share with CW-3 the customers Taro was targeting. CW-3 would then pass that information along to CW-1 and Kellum, and then subsequently report their responses back to Aprahamian.

402. For a Sandoz launch into a Taro market, which was more often the case because Taro was a smaller company and did not launch as many new products, Aprahamian would give CW-3 specific contract price points for customers that Taro agreed to relinquish. Aprahamian provided these price points so that Sandoz did not launch at too low a price. Typically, when Aprahamian told CW-3 that Taro would give up a customer, it did.

403. CW-3 also colluded with Marcus of Taro. Shortly after the Fougera acquisition, CW-6 – who would not be staying at Sandoz – provided CW-3 with Marcus’s contact information. Although CW-3 and Marcus had met each other at a supplier meeting several years earlier, they did not actively start conspiring with one another until after CW-3 moved to Sandoz. According to available phone records, the two men spoke for the first time by phone in September 2012 and then exchanged at least fifty-one (51) phone calls and text messages through March 2014, when Marcus left Taro. Notably, CW-3 and Marcus were not social friends. If they were communicating by phone, it was to coordinate anticompetitive conduct with regard to products on which Sandoz and Taro overlapped.

404. While at Taro, Marcus shared price points with CW-3 and Sandoz used that information to inform Sandoz’s product launches and to obtain market share without significantly eroding prices. CW-3 considered Marcus’s information to be reliable. However, once Aprahamian

moved to Taro, he told CW-3 not to bother calling Marcus anymore and to simply call him directly because he was responsible for pricing.

405. During this time period, CW-3 and Marcus were acting at all times at the direction of, or with approval from, their superiors, including CW-1 and Kellum of Sandoz and Aprahamian and Perfetto of Taro. In turn, Aprahamian was acting at the direction of, or with approval from, his superior, Perfetto.

406. As discussed throughout this Complaint, CW-3 colluded extensively with Aprahamian and Marcus of Taro on products that Sandoz and Taro overlapped on and had an ongoing understanding going back many years not to poach each other's customers and to follow each other's price increases. However, CW-3 was a prolific communicator who regularly colluded with many other competitors.

407. For example, between June 2011 and August 2016, when he left Sandoz, CW-3 exchanged at least one thousand one hundred (1,100) phone calls and text messages with his contacts at Defendants Taro, Mallinckrodt, Perrigo, Aurobindo, Actavis, Glenmark, G&W, Wockhardt, Mylan, Lannett, Lupin, Greenstone, and non-Defendant Rising. These communications are detailed in the chart below:

Contact Name	Count	Min Date	Max Date
Aprahamian, Ara (Taro)	187	3/15/2013	8/18/2016
Kaczmarek, Walt (Mallinckrodt)	146	11/14/2012	7/13/2016
K.K. (Mallinckrodt)	158	12/3/2012	6/20/2016
T.P. (Perrigo)	95	8/8/2012	2/4/2016
CW-6 (Aurobindo)	90	8/16/2012	5/10/2013
CW-2 (Rising)	80	8/2/2013	5/11/2016
Howard Marcus (Taro)	53	9/6/2012	3/11/2014
Aprahamian, Ara (Actavis)	52	8/17/2011	3/11/2013
Blashinsky, Mitchell (Glenmark)	49	8/28/2012	10/9/2013
S.G. (Rising)	37	6/4/2015	6/15/2016
K.K. (G&W)	30	2/6/2014	3/30/2015
A.F. (Perrigo)	27	6/30/2011	7/19/2013
K.K. (Wockhardt)	25	7/29/2011	5/23/2013

B.G. (Lannett)	22	3/18/2016	8/19/2016
T.G. (Aurobindo)	20	3/11/2014	10/19/2015
L.W. (Mylan)	14	9/21/2012	7/23/2013
Berthold, David (Lupin)	3	2/7/2012	10/18/2012
Grauso, Jim (Aurobindo)	3	6/28/2012	7/16/2012
Perfetto, Mike (Taro)	2	8/11/2016	8/11/2016
K.S. (Lannett)	2	5/10/2012	5/15/2012
Deborah Chase (Glenmark)	1	8/22/2013	8/22/2013
A.G. (Actavis)	1	8/22/2013	8/22/2013
Nailor, Jill (Greenstone)	1	5/29/2013	5/29/2013
Taro Pharmaceuticals	1	8/11/2016	8/11/2016
Sullivan, Tracy (Lannett)	1	5/8/2012	5/8/2012

408. When CW-3 was coordinating with competitors, he was acting at all times at the direction of, or with approval from, his superiors, including CW-1 and Kellum.

5. Sandoz and Mylan

409. In September 2012, CW-4 was concerned about her job security at Sandoz and sought to network with executives at competing companies in the hope of obtaining new employment. CW-4 contacted Nesta because she was interested in potentially working at Mylan. CW-4 obtained Nesta's phone number from a mutual contact and called to introduce herself. During that phone call, Nesta immediately started talking about competitively sensitive information. Although CW-4 was surprised that Nesta was being so blatant, she did not stop him.

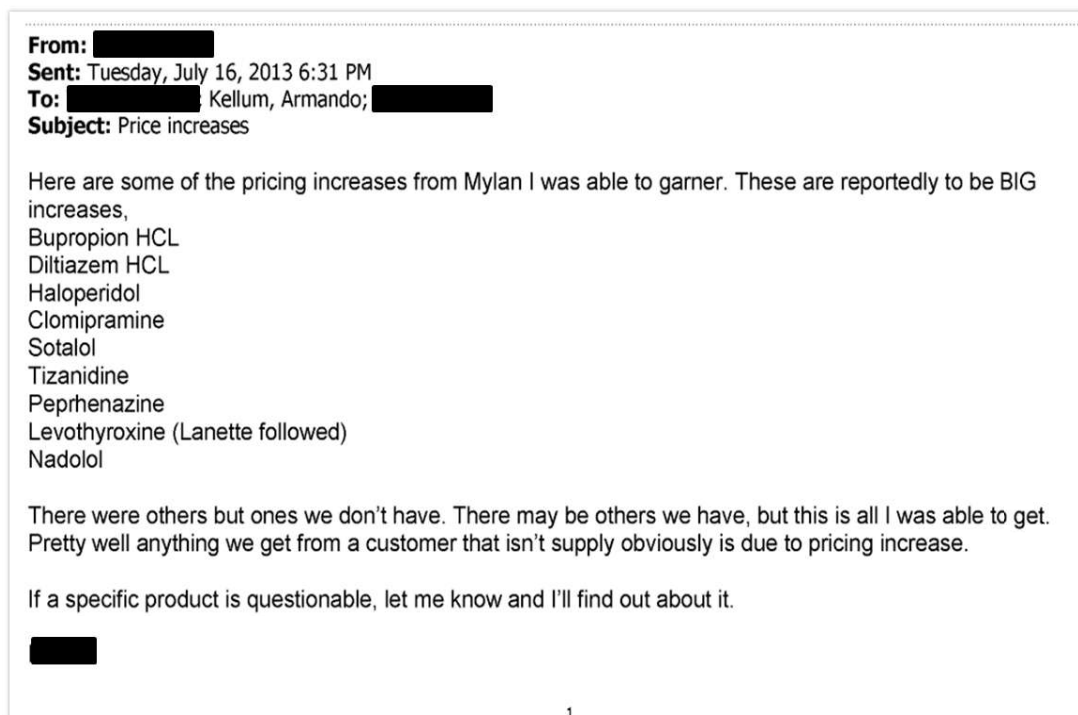
410. In the year that followed, between September 2012 and October 2013, CW-4 and Nesta developed an ongoing understanding that they would not poach each other's customers and would follow each other's price increases. Notably, CW-4 and Nesta were not friends and communicated almost exclusively by phone.

411. Mylan and Teva implemented significant price increases in early July 2013. After those increases, Sandoz executives sought to obtain a "comprehensive list" of those Teva and Mylan price increases. Sandoz sought this information because it did not want to accidentally compete for market share on any of the Teva or Mylan drugs that overlapped with Sandoz.

412. To that end, on July 15, 2013, Sandoz executives held an internal meeting during which CW-1 instructed members of the Sandoz sales team, including CW-2 and CW-4, “to investigate [the] list of Mylan and Teva increase items.”

413. That same day, CW-2 contacted his counterpart at Teva, Rekenhaller, and obtained the list of drugs that Teva increased on July 3, 2013, along with the percentage increases for each. Similarly, on July 16, 2013, CW-4 called her contact at Mylan, Nesta. The call lasted two-and-a-half (2.5) minutes. A half hour later, Nesta returned the call and they spoke for nearly nineteen (19) minutes.

414. During those two calls, CW-4 asked Nesta to identify the drugs Mylan had increased prices on so that Sandoz could follow with its own price increase. Nesta provided CW-4 with a list of drugs, highlighting that the Nadolol price increase would be large. Nesta also emphasized that Mylan did not appreciate having its prices challenged and that prices should be kept high. After the phone call ended, CW-4 sent the following e-mail to her superiors (the “July 2013 E-mail”):



415. For at least one drug on the list – Haloperidol – Mylan had yet to raise price at the time of the July 2013 E-mail. Indeed, Mylan would not raise prices on this product until August 9, 2013. On that date, Mylan also raised the price on Levothyroxine – a drug on the list that was also increased by Mylan in January 2013 – and at least two other Sandoz overlap drugs not on the list – Trifluoperazine HCL and Benazepril HCTZ.

416. Over the next several months, and consistent with their understanding, Sandoz declined to bid and take business from Mylan customers (except in one instance where Mylan had more than its fair share) and raised prices to match Mylan on a number of products. Some examples of this conduct are detailed below.

417. Examples of Sandoz and Mylan's coordination for various drugs, including Valsartan HCTZ, Haloperidol, Trifluoperazine HCL, Benazepril HCTZ, Levothyroxine, Clomipramine HCL, and Tizanidine.

6. Sandoz Management Knew Of, And Encouraged, The Collusion with Competitors

418. Early on after the Fougera acquisition, CW-3 had a conversation with Kellum informing him that he could provide competitive intelligence on the Fougera product line. Shortly thereafter, CW-3 began providing Kellum and CW-1 with competitive intelligence he obtained from competitors regarding price increases, product launches, and customer allocation. Kellum and CW-1, Sandoz senior pricing executives, both knew that CW-3 obtained this information directly from competitors because he told them he did.

419. CW-3 conveyed competitive intelligence to Kellum and CW-1 through e-mails and phone calls. When communicating by e-mail, CW-3 would disguise the true source of his information by stating that he had received it from a customer. When CW-3 had truly learned the information from a customer, it was always from a customer that he worked with, and he referred to that customer by name in his e-mail. CW-1 and Kellum understood that when CW-3 referred to

hearing from a “customer” without identifying that customer – or if CW-3 provided information relating to customers that he did not have responsibility for – it meant that CW-3 had gotten that information from a competitor.

420. One of CW-3’s strongest relationship was with Aprahamian of Taro, although he engaged in anticompetitive conduct with many others. Wherever possible, CW-3 leveraged his relationships with competitors to demonstrate his value to Sandoz management.

421. For example, due to the strength of CW-3’s relationship with Aprahamian, Sandoz management created what it referred to as a “Taro Strategy” in July 2013 to collude on products where Taro was a competitor. The “Taro Strategy” had a two-pronged approach: (1) implement concerted price increases on products where Sandoz and Taro were the only competitors in the market; and (2) exit the market for certain other products to allow Taro to raise prices and then Sandoz could re-enter the market later at the higher price.

422. Although Kellum and CW-1 knew what they were doing was illegal, they continued to encourage and approve of the collusion with competitors. They did, however, seek to avoid documenting their illegal behavior. Indeed, Kellum routinely admonished Sandoz employees for putting information that was too blatant into e-mails. At one point, Kellum told CW-1 “we need to keep a lid on this, if this gets out, we could get into real trouble.” Similarly, as time went on, CW-3 became increasingly anxious about his behavior and said to CW-1 “we could go to jail for what we are doing.” CW-1 agreed with him.

F. Taro

423. In early 2013 Perfetto and Aprahamian left their positions at Actavis to take executive-level positions at Taro. The two men wasted no time working together to implement changes at Taro designed to improve the company’s bottom line.

424. First, Perfetto and Aprahamian focused their efforts on ensuring that Taro had its fair share of the market on the products it manufactured. To that end, the executives took steps to formalize internal processes for seeking and tracking competitive intelligence obtained by sales executives at the field level. This included compiling intelligence from not only customers, but from competitors as well.

425. For example, in January 2013, at Perfetto's request, Jim Josway, a senior Taro sales executive, e-mailed the sales team asking them to obtain competitive intelligence relating to a list of priority products where "fair market share is being analyzed." Taro then used that information to inform which products to bid on, at which customers, and at what price points to meet its fair share targets without eroding the market price.

426. Second, Perfetto and Aprahamian positioned Taro as a price-increase leader and implemented significant price increases on a substantial portion of Taro's product portfolio in 2013 and 2014. Although Taro had success implementing price increases in the past, the increases in these years would be much larger than they had been in past years.

427. For example, in May 2013, Taro increased its pricing on twelve (12) different products (the "May 2013 Increases"), Clomipramine Hydrochloride 75mg Capsule. As result of these price increases, Taro anticipated approximately \$110 million in additional revenue.

428. Building on its successes in 2013, Taro set its sights even higher in 2014, implementing a number of significant price increases, including several of the largest WAC increases across the industry that year. As they had done in the past, Aprahamian and Perfetto focused their efforts on increasing prices on those products where they had strong relationships and ongoing understandings with individuals at competitor companies.

429. For example, in April 2014 Taro capitalized on its relationships with Teva and Sandoz to significantly raise prices on Ketoconazole Cream and Tablets. Aprahamian coordinated

with Nisha Patel of Teva and CW-3 of Sandoz, while CW-1 of Sandoz also communicated directly with Patel.

430. Similarly, in June 2014, Taro took simultaneous, significant price increases on more than a dozen different products. The chart below, which was included in a Credit Suisse investor report, details some of the products that Taro increased prices on in the summer of 2014, the percentage of Taro's sales implicated, and the size of the increases.

Figure 1: Products where Taro has taken price increases recently

Product	% of Taro sales	Recent Price increase vs. old price	Date of price increase
Clobetasol Propionate - Ointment	1.4%	21.6x	Jun-14
Clobetasol Propionate - Cream	1.8%	17.8x	Jun-14
Warfarin	4.0%	3.1x	Jun-14
Fluocinonide	3.7%	3.1x	Jun-14
Phenytoin Sodium ER	1.2%	3.1x	Jun-14
Hydrocortisone Val - Cream	2.6%	1.4x	Jun-14
Ketocanazole	1.0%	2.1x	Apr-14
Carbamazepine - ER	4.9%	1.1x	Jun-14
Ovide (g. Malathion)	1.5%	1.5x	May-14
Hydrocortisone Val - Ointment	3.9%	1.1x	Jun-14
Hydrocortisone Butyrate	0.4%	1.6x	Jun-14

Source: Price Rx, Credit Suisse research

431. As a result of these June 2014 Increases, Credit Suisse increased its target pricing for Taro and its parent company Sun Pharmaceuticals from \$85 to \$150 per share. As justification for the increase, Credit Suisse emphasized that there had been zero rollbacks of Taro price increases in recent years:

#1: Have previous price increases sustained for Taro?

Taro has approval for ~140 ANDAs in the US and we have already seen Taro taking price increase in more than 30 of these products. Some of these products we have highlighted in Fig 1. It is important to note (1) there have been multiple instances of price increase in these products and (2) there has been no roll-backs of prices even once so far in the last three years.

Figure 1: Taro has not rolled back price increase so far

Product	Price increase since Mar-11	# of instances of price increase	Remarks
Nystatin triam - Cream	59x	5	No roll backs
Nystatin triam - Ointment	45x	5	No roll backs
Clomipramine	27x	1	No roll backs
Clobetasol Propionate - Cream	21x	2	No roll backs
Clobetasol Propionate - Ointment	18x	2	No roll backs
Fluocinonide - Cream	17x	3	No roll backs
Fluocinonide - Liquid Lotion	8x	3	No roll backs
Nystatin - Cream	12x	2	No roll backs
Desonide Cream	11x	2	No roll backs
Hydrocortisone Val - Ointment	8x	7	No roll backs
Acetazolamide	5x	3	No roll backs
Ketocanazole	2x	1	No roll backs

Source: Price Rx, Credit Suisse estimates.

432. Taro's success in implementing these increases – and in obtaining its fair share on the products it manufactured – depended, in large part, on the strength of the ongoing collusive relationships that Perfetto and Aprahamian had with their contacts at competitor companies. Some of these relationships have been detailed above, but there were many more.

433. For example, between March 2013 and October 2018, Aprahamian exchanged at least six hundred and eighteen (618) phone calls and text messages with his contacts at Defendants Sandoz, Glenmark, Actavis, Mylan, G&W, Wockhardt, Lannett, Amneal, and Perrigo, and non-defendant Hi-Tech. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
CW-3 (Sandoz)	190	3/19/2013	8/18/2016
Grauso, Jim (Glenmark)	106	7/1/2014	10/16/2018
M.D. (Actavis)	50	3/19/2013	9/2/2016
M.A. (Mylan)	50	4/4/2013	2/9/2016
Orlofski, Kurt (G&W)	45	7/24/2013	6/10/2016
M.C. (Wockhardt)	27	5/7/2013	8/20/2017
A.B. (Lannett)	23	11/15/2013	12/14/2017
Falkin, Marc (Actavis)	21	4/17/2014	3/8/2016
A.B. (Actavis)	16	8/16/2013	4/19/2016
M.B. (Actavis)	13	5/13/2013	8/22/2015
S.R. (Amneal)	12	6/6/2014	4/29/2016

M.B. (Glenmark)	11	5/7/2013	3/26/2014
E.B. (Hi-Tech)	10	6/6/2014	7/11/2014
Lannett Pharmaceuticals	8	6/6/2014	4/29/2016
Vogel-Baylor, Erika (G&W)	6	3/27/2014	9/24/2015
Boothe, Doug (Perrigo)	6	11/15/2016	8/23/2017
A.G. (Actavis)	4	4/23/2013	4/30/2013
Rogerson, Rick (Actavis)	4	6/17/2013	4/16/2014
G&W Labs	4	1/8/2014	3/6/2017
R.H. (Greenstone)	3	8/14/2014	8/20/2014
T.D. (Actavis)	3	4/12/2013	7/10/2013
Grauso, Jim (Aurobindo)	2	1/9/2014	1/10/2014
Wesolowski, John (Perrigo)	2	5/9/2014	5/9/2014
Allan Slavsky (Actavis)	1	1/9/2014	1/9/2014
Glenmark Pharmaceuticals	1	10/17/2018	10/17/2018

434. Similarly, between January 2013 and February 2018, Perfetto exchanged at least six hundred and ninety (690) phone calls and text messages with his contacts at G&W, Perrigo, Actavis, Glenmark, Aurobindo, Wockhardt, Greenstone, Amneal, and Lannett. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
Orlofski, Kurt (G&W)	160	1/25/2013	9/1/2016
Boothe, Douglas (Perrigo)	130	3/5/2013	7/29/2016
T.D. (Actavis)	79	2/19/2013	4/14/2017
Dorsey, Mike (Actavis)	89	1/2/2013	5/12/2017
Grauso, Jim (Glenmark)	58	2/10/2014	2/3/2018
Blashinsky, Mitchell (Glenmark)	51	1/4/2013	4/29/2017
M.B. (Actavis)	31	2/25/2013	2/5/2017
Grauso, Jim (Aurobindo)	20	1/17/2013	1/16/2014
M.C. (Wockhardt)	24	1/9/2013	12/7/2017
M.P. (G&W)	18	7/2/2013	4/22/2017
Falkin, Marc (Actavis)	7	12/13/2013	1/17/2017
T.G. (Ranbaxy)	5	1/17/2014	1/30/2014
M.P. (Sandoz)	4	3/7/2017	3/8/2017
Hatosy, Robin (Greenstone)	4	11/21/2013	2/20/2017
Boyer, Andy (Actavis)	3	3/12/2013	4/30/2013
Vogel-Baylor, Erika (G&W)	2	3/21/2014	3/21/2014
L.P. (Actavis)	1	3/15/2013	3/15/2013
S.R. (Amneal)	1	4/7/2014	4/7/2014
K.S. (Lannett)	1	4/24/2015	4/24/2015
M.T. (Ranbaxy)	1	6/30/2016	6/30/2016

Colter VanStedum (Perrigo)	1	1/3/2014	1/3/2014
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G. Additional Collusive Relationships

435. The key relationships discussed above are examples and are not meant to be an exhaustive list of all the collusive relationships that the Defendants had with each other during this time period. If there were product overlaps and a relationship, there was an opportunity to collude.

436. The relationship between CW-6 of Fougera and E.B., a senior sales executive at Hi-Tech, is a good example. During his tenure at Fougera, CW-6 had only eight (8) calls with E.B., according to available phone records. However, Fougera overlapped with Hi-Tech on the product – Lidocaine Ointment – and CW-6 used his connection with E.B. to significantly raise price on that product prior to Hi-Tech’s entry in early 2012.

437. As another example, Michael Perfetto, a senior sales and marketing executive at Actavis, had a collusive relationship with Mitch Blashinsky, then a senior marketing executive at Taro. Between January 2011 and May 2012, when Blashinsky moved to Defendant Glenmark, the competitors exchanged at least one hundred and twenty (120) phone calls.

438. In the months following Sandoz’s acquisition of Fougera, three key Actavis executives –Boothe, Perfetto, and Aprahamian – left Actavis to assume senior-level positions with competitors.

439. In January 2013, Perfetto became the Chief Commercial Officer of Taro. And, in March 2013, Aprahamian followed his colleague Perfetto to Taro and assumed the role of Vice President of Sales and Marketing. These former colleagues – now competitors – would use their longstanding relationships and new high-level corporate positions to collude with their key competitors on many overlapping products.

H. Key Individual Relationships

440. In addition to the corporate relationships discussed above, relationships between individuals at competitor companies were also utilized to allocate markets and raise prices on overlap drugs. The following sections profile these individual relationships, including cataloging the number of phone calls and/or text messages exchanged between them.

1. Ara Aprahamian

441. Aprahamian is the Vice President of Sales at Taro and has held that position since he moved to Taro from Actavis in March 2013. Aprahamian regularly communicated with competitors, including with several of his former colleagues at Actavis, and has established relationships with individuals at many of the corporate Defendants and their co-conspirators. For example, between March 2013 and October 2018, Aprahamian exchanged at least 706 phone calls and text messages with his contacts at Defendants and co-conspirators Sandoz, Glenmark, Teva, Dr. Reddy's, Actavis, Mylan, Wockhardt, Lannett, Amneal, Greenstone, and Aurobindo. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
CW-3 (Sandoz)	190	3/19/2013	8/18/2016
Grauso, Jim (Glenmark)	106	7/1/2014	10/16/2018
Patel, Nisha (Teva)	100	5/22/2013	3/3/2016
J.M. (Dr. Reddy's)	61	3/27/2013	7/23/2018
M.D. (Actavis)	52	3/19/2013	9/2/2016
M.A. (Mylan)	50	4/4/2013	2/9/2016
M.C. (Wockhardt)	26	5/7/2013	8/20/2017
A.B. (Lannett)	22	11/15/2013	12/14/2017
Falkin, Marc (Actavis)	21	4/17/2014	3/8/2016
A.B. (Actavis)	16	8/16/2013	4/19/2016
S.R. (Amneal)	13	6/6/2014	4/29/2016
M.B. (Actavis)	12	5/13/2013	8/22/2015
M.B. (Glenmark)	11	5/7/2013	3/26/2014
Lannett Pharmaceuticals	8	6/6/2014	4/29/2016
A.G. (Actavis)	4	4/23/2013	4/30/2013
Rogerson, Rick (Actavis)	4	6/17/2013	4/16/2014
R.H. (Greenstone)	4	8/14/2014	8/20/2014
T.D. (Actavis)	3	4/12/2013	7/10/2013
Grauso, Jim (Aurobindo)	2	1/9/2014	1/10/2014
A.S. (Actavis)	1	1/9/2014	1/9/2014

2. David Berthold

442. Berthold is the Vice President of Sales at Lupin and has held that position since June 2006. During his tenure at Lupin, Berthold has been the primary person at the company communicating with competitors. Indeed, Berthold has relationships with individuals at many of the Defendants and their co-conspirators and is one of the most prolific communicators. For example, between March 2011 and October 2018, Berthold exchanged at least 4,185 phone calls and text messages with his contacts at Defendants and co-conspirators Aurobindo, Glenmark, Greenstone, Actavis, Wockhardt, Zydus, Teva, Breckenridge, Mylan, Sandoz, Dr. Reddy's, Amneal, and Lannett. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
Grauso, Jim (Aurobindo)	977	12/10/2011	1/31/2014
Grauso, Jim (Glenmark)	959	2/3/2014	10/3/2018
R.H. (Greenstone)	791	3/9/2011	7/14/2017
A.G. (Actavis)	301	3/22/2011	12/14/2017
K.K. (Wockhardt)	153	12/14/2011	7/30/2013
A.T. (Aurobindo)	123	8/15/2012	4/28/2013
Green, Kevin (Zydus)	124	11/8/2013	10/11/2017
Green, Kevin (Teva)	118	1/26/2012	10/9/2013
Patel, Nisha (Teva)	76	5/6/2013	4/8/2014
P.G. (Breckenridge)	76	3/10/2013	5/20/2016
Nesta, Jim (Mylan)	68	4/21/2013	10/13/2014
P.M. (Aurobindo)	60	3/30/2011	2/4/2016
Falkin, Marc (Actavis)	52	9/3/2013	4/1/2016
Kellum, Armando (Sandoz)	41	1/24/2012	8/14/2014
B.R. (Dr. Reddy's)	37	12/9/2011	6/13/2012
T.S. (Teva)	36	12/15/2011	1/15/2014
V.B. (Dr. Reddy's)	33	12/16/2014	9/21/2015
S.R.(2) (Amneal)	22	8/8/2012	11/16/2016
P.M. (Teva)	21	3/29/2011	1/20/2012
K.R. (Zydus)	21	9/25/2012	9/30/2012
Ostaficiuk, Kon (Camber)	19	5/14/2012	4/4/2016
Brown, Jim (Glenmark)	19	5/31/2013	6/2/2015
S.R.(1) (Amneal)	11	4/16/2013	2/13/2015
Rekenthaler, David (Teva)	9	10/14/2013	1/16/2014
J.A. (Dr. Reddy's)	7	6/12/2012	4/8/2014
K.S. (Lannett)	4	6/20/2014	6/23/2014
Nailor, Jill (Greenstone)	8	4/16/2013	6/19/2015
S.G. (Sandoz)	3	3/11/2014	11/26/2014
L.S. (Zydus)	3	8/23/2012	9/19/2013
A.S. (Actavis)	3	2/13/2012	5/24/2012
K.S. (Zydus)	2	9/18/2012	9/19/2012
CW-3 (Sandoz)	2	2/7/2012	10/18/2012
B.M. (Amneal)	2	9/26/2012	3/7/2018
B.G. (Sandoz)	1	7/31/2015	7/31/2015
Teva Pharmaceuticals	1	1/25/2012	1/25/2012
K.A. (Wockhardt)	1	8/25/2012	8/25/2012
Zydus Pharmaceuticals	1	1/17/2018	1/17/2018

3. Jim Brown

443. Brown is the Vice President of Sales at Glenmark and has held that position since November 2012. Brown was one of several Glenmark executives that conspired with competitors. Although not as prolific in his communications with competitors as some of the other individuals, he did communicate when necessarily to further the agreements. For example, between June 2012 and August 2018, Brown exchanged at least 395 calls and text messages with his contacts at Defendants and co-conspirators Actavis, Teva, Lupin, Amneal, Wockhardt, Breckenridge, Lannett, Sandoz, Aurobindo, Zydus, Par, Apotex, and Taro. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
Falkin, Marc (Actavis)	270	8/9/2013	6/16/2016
Patel, Nisha (Teva)	36	8/6/2013	10/15/2014
Berthold, David (Lupin)	19	5/31/2013	6/2/2015
S.R.(1) (Amneal)	16	12/18/2013	2/22/2018
B.W. (Wockhardt)	9	6/25/2012	10/27/2017
D.N. (Breckenridge)	8	11/12/2012	3/30/2015
K.S. (Lannett)	7	6/18/2012	8/10/2017
CW-3 (Sandoz)	4	6/10/2016	6/14/2016
Grauso, Jim (Aurobindo)	9	3/28/2013	12/6/2013
Green, Kevin (Zydus)	4	4/12/2018	8/21/2018
J.H. (Par)	2	10/1/2013	11/1/2013
S.R. (Lupin)	2	11/28/2012	11/29/2012
J.H. (Apotex)	2	5/6/2015	3/10/2016
L.P. (Taro)	2	12/7/2012	12/7/2012
P.M. (Aurobindo)	1	2/28/2014	2/28/2014
Breckenridge Pharmaceuticals	1	10/17/2014	10/17/2014
P.G. (Breckenridge)	1	6/18/2012	6/18/2012
Ostaficiuk, Kon (Camber)	1	10/29/2014	10/29/2014
Rekenthaler, David (Teva)	1	3/24/2014	3/24/2014

4. Maureen Cavanaugh

444. Cavanaugh was the Senior Vice President and Commercial Officer, North America at Teva until April 2018. She is currently the Senior Vice President and Chief Commercial Officer at Lannett. During her employment at Teva, Cavanaugh knew that her subordinates were communicating with competitors about pricing and customer allocation. In addition, Cavanaugh maintained her own relationships with certain competitors and coordinated with them directly when necessary to further the agreements. For example, between January 2011 and August 2017, Cavanaugh exchanged at least 612 phone calls and text messages with her contacts at Defendants and co-conspirators Actavis, Amneal, Zydus, Sandoz, Glenmark, and Greenstone. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
Falkin, Marc (Actavis)	410	9/10/2013	7/29/2016
A.B. (Actavis)	113	8/12/2015	7/25/2016
S.R.(1) (Amneal)	45	1/18/2011	11/14/2012
Allan Slavsky (Actavis)	17	8/21/2015	7/26/2016
K.R. (Zydus)	10	9/16/2013	5/20/2016
Green, Kevin (Zydus)	8	5/14/2017	8/3/2017
J.K. (Actavis)	4	4/29/2014	3/31/2015
R.S. (Sandoz)	2	10/6/2016	10/6/2016
M.K. (Zydus)	1	3/15/2011	3/15/2011
Grauso, Jim (Glenmark)	1	7/8/2015	7/8/2015
Nailor, Jill (Greenstone)	1	12/5/2012	12/5/2012

5. Marc Falkin

445. Falkin was the Vice President of Marketing, Pricing and Contracts at Actavis until Actavis was acquired by Teva in August 2016. For a period of time, Falkin was also the Senior Vice President, US Generic Sales, at Teva. During his employment at Actavis, Falkin was a prolific communicator and had established relationships with executives at many of the Defendants and co-conspirators. For example, between August 2013 and July 2016, Falkin exchanged at least 2,562 phone calls and text messages with his contacts at Defendants and co-conspirators Zydus, Teva,

Glenmark, Lannett, Aurobindo, Mylan, Lupin, Par, Greenstone, Apotex, Taro, Amneal, Sandoz, and Wockhardt. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
K.R. (Zydus)	550	8/3/2013	4/13/2016
Rekenthaler, David (Teva)	433	8/7/2013	3/25/2015
Cavanaugh, Maureen (Teva)	410	9/10/2013	7/29/2016
Brown, Jim (Glenmark)	270	8/9/2013	6/16/2016
C.B. (Teva)	199	7/21/2015	7/29/2016
K.S. (Lannett)	181	8/1/2013	9/29/2015
R.C. (Aurobindo)	80	11/14/2013	3/16/2015
Nesta, Jim (Mylan)	78	12/3/2013	8/17/2015
Berthold, David (Lupin)	52	9/3/2013	4/1/2016
J.H. (Par)	48	9/24/2013	8/11/2015
Nailor, Jill (Greenstone)	41	1/6/2014	3/14/2016
T.C. (Teva)	36	12/28/2015	7/27/2016
Teva Pharmaceuticals	26	5/28/2015	7/19/2016
T.K. (Apotex)	22	3/4/2014	6/4/2015
CW-5 (Glenmark)	22	11/7/2013	2/26/2014
Aprahamian, Ara (Taro)	21	4/17/2014	3/8/2016
S.R.(2) (Amneal)	15	10/19/2013	11/16/2015
Patel, Nisha (Teva)	11	2/5/2016	6/16/2016
J.B. (Teva)	11	11/24/2015	6/2/2016
C.D. (Teva)	11	2/8/2016	6/22/2016
M.P. (Taro)	9	12/13/2013	8/4/2014
J.P. (Teva)	7	9/27/2014	3/22/2016
J.H. (Apotex)	6	4/7/2014	4/8/2014
K.G. (Teva)	6	1/14/2016	5/12/2016
S.G. (Sandoz)	5	4/30/2014	6/23/2014
M.K. (Zydus)	4	1/10/2014	1/11/2014
M.C. (Wockhardt)	3	5/24/2016	5/24/2016
Ostaficiuk, Kon (Camber)	2	9/27/2013	12/5/2013
S.R. (Lupin)	2	10/5/2013	10/5/2013
B.H. (Apotex)	1	6/10/2014	6/10/2014

6. Jim Grauso

446. Grauso was employed as a Senior Vice President of Commercial Operations at Aurobindo until January 2014. In February 2014, Grauso moved to Glenmark and currently holds

the position of Executive Vice President, North America, Commercial Operations. Grauso regularly communicated with competitors while he was at Aurobindo and continued those relationships when he transferred to Glenmark. For example, between December 2011 and January 2014, Grauso exchanged at least 1,763 phone calls and text messages with his contacts at Defendants and co-conspirators Lupin, Teva, Actavis, Taro, Zydus, Amneal, Glenmark, Greenstone, Wockhardt, and Breckenridge. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
Berthold, David (Lupin)	977	12/10/2011	1/31/2014
T.S. (Teva)	243	12/1/2011	1/21/2014
Green, Kevin (Teva)	158	12/6/2011	10/30/2013
M.P. (Actavis and Taro)	57	12/6/2011	1/13/2014
D.L. (Zydus)	54	1/7/2013	10/25/2013
Ostaficiuk, Kon (Camber)	39	3/21/2012	12/9/2013
S.R.(1) (Amneal)	32	3/27/2012	1/3/2014
Brown, Jim (Glenmark)	31	7/19/2012	1/6/2014
Nailor, Jill (Greenstone)	31	7/19/2012	1/6/2014
M.C. (Wockhardt)	26	12/8/2011	1/13/2014
Green, Kevin (Zydus)	20	11/11/2013	1/29/2014
B.W. (Wockhardt)	16	12/8/2011	1/14/2014
K.K. (Wockhardt)	11	8/6/2013	1/13/2014
Patel, Nisha (Teva)	12	5/14/2013	7/8/2013
L.S. (Zydus)	8	5/23/2013	6/6/2013
M.B. (Taro)	7	12/6/2011	3/22/2012
K.S. (Zydus)	6	9/19/2013	9/30/2013
Aprahamian, Ara (Actavis)	6	1/20/2012	1/27/2012
J.P. (Teva)	6	5/2/2012	12/19/2013
S.R. (2) (Amneal)	4	8/20/2012	12/4/2013
D.N. (Breckenridge)	4	6/25/2013	1/28/2014
D.S. (Taro)	3	8/6/2013	8/6/2013
Teva Pharmaceuticals	3	6/20/2012	3/21/2013
M.B. (Glenmark)	3	4/12/2013	6/17/2013
Aprahamian, Ara (Taro)	2	1/10/2014	1/10/2014
Lupin Pharmaceuticals	2	1/24/2013	1/24/2013
E.S. (Lupin)	1	9/6/2012	9/6/2012
Rekenthaler, David (Teva)	1	12/8/2011	12/8/2011

447. Similarly, after moving to Glenmark, Grauso continued to communicate frequently with his contacts at competitor companies, including his former colleagues at Aurobindo. For example, between February 2014 and October 2018, he exchanged at least 2,018 phone calls and text messages with his contacts at Defendants and co-conspirators Lupin, Aurobindo, Zydus, Teva,

Taro, Wockhardt, Sandoz, Greenstone, Dr. Reddy's, Amneal, Par, Breckenridge, Upsher-Smith, and Mylan, and non-defendant Rising. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
Berthold, David (Lupin)	959	2/3/2014	10/3/2018
R.C. (Aurobindo)	215	2/3/2014	5/31/2017
Green, Kevin (Zydus)	161	2/4/2014	6/25/2018
T.S. (Teva)	128	2/3/2014	10/4/2018
Aprahamian, Ara (Taro)	106	7/1/2014	10/16/2018
B.W. (Wockhardt)	76	2/28/2014	10/2/2018
M.P. (Taro)	59	2/10/2014	2/3/2018
Taro Pharmaceuticals	59	3/5/2014	8/29/2018
J.K. (Aurobindo)	46	3/11/2014	10/3/2018
J.J. (Aurobindo)	36	2/19/2014	6/17/2018
M.C. (Wockhardt)	29	3/27/2014	10/1/2018
J.H. (Sandoz)	22	4/20/2018	9/27/2018
R.S. (Sandoz)	18	11/5/2015	8/8/2018
Nailor, Jill (Greenstone)	17	1/30/2015	5/26/2016
P.S. (Aurobindo)	10	2/20/2014	11/10/2017
J.M. (Dr. Reddy's)	10	9/27/2014	9/27/2017
S.R.(1) (Amneal)	9	2/3/2014	3/14/2018
S.G. (Rising)	9	3/2/2017	9/20/2018
M.A. (Par)	8	6/29/2015	7/12/2018
Lupin Pharmaceuticals	8	4/15/2014	4/10/2018
L.C. (Lupin)	7	4/30/2018	9/12/2018
D.N. (Breckenridge)	6	5/4/2018	8/10/2018
Patel, Nisha (Teva)	6	2/28/2014	1/5/2015
Ostaficiuk, Kon (Camber)	5	7/30/2014	10/29/2014
M.M. (Upsher-Smith)	3	10/4/2017	10/4/2017
S.S. (Aurobindo)	1	6/15/2017	6/15/2017
Cavanaugh, Maureen (Teva)	1	7/8/2015	7/8/2015
J.P. (Teva)	1	3/9/2015	3/9/2015
L.W. (Lupin)	1	8/22/2015	8/22/2015
Teva Pharmaceuticals	1	1/11/2018	1/11/2018
Mylan Pharmaceuticals	1	7/9/2018	7/9/2018

7. Kevin Green

448. Green worked at Teva as a Director of National Accounts until November 2013 when he took a position with Zydus. Green is currently the Vice President of Sales at Zydus. Green developed a number of relationships with individuals at many of the Defendants and their co-conspirators. He regularly communicated with competitors while at Teva and then carried those relationships over to his time at Zydus. For example, between January 2010 and October 2013, Green exchanged at least 1,410 phone calls and text messages with his contacts at Defendants and co-conspirators Zydus, Mylan, Dr. Reddy's, Aurobindo, Lupin, Sandoz, Greenstone, Breckenridge, Wockhardt, and Lannett. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
Nesta, Jim (Mylan)	461	2/21/2012	10/4/2013
K.R. (Zydus)	182	4/26/2010	10/31/2013
B.R. (Dr. Reddy's)	139	1/28/2010	6/29/2012
Grauso, Jim (Aurobindo)	158	12/6/2011	10/30/2013
Berthold, David (Lupin)	118	1/26/2012	10/9/2013
CW-2 (Sandoz)	84	4/26/2010	1/14/2013
M.K. (Zydus)	73	3/18/2010	10/28/2013
P.H. (Zydus)	52	3/29/2010	6/11/2012
M.F. (Zydus)	32	2/10/2013	10/30/2013
R.H. (Greenstone)	26	3/8/2010	10/16/2013
P.M. (Aurobindo)	19	9/27/2010	10/14/2013
Kellum, Armando (Sandoz)	14	3/21/2012	8/14/2013
S.G. (Sandoz)	9	4/25/2010	6/19/2013
D.N. (Breckenridge)	6	7/12/2012	3/3/2013
M.M. (Wockhardt)	5	2/19/2013	6/26/2013
G.R. (Aurobindo)	5	3/17/2010	3/24/2010
M.A. (Mylan)	5	10/27/2013	10/30/2013
R.T. (Sandoz)	4	5/23/2010	5/15/2013
Sullivan, Tracey (Lannett)	4	5/23/2011	11/14/2012
Zydus Pharmaceuticals	3	1/30/2013	8/20/2013
S.R. (Lupin)	3	10/17/2013	10/27/2013
R.C. (Aurobindo)	3	6/4/2012	6/29/2012
CW-4 (Sandoz)	2	5/20/2010	2/7/2012
J.A. (Dr. Reddy's)	1	7/23/2013	7/23/2013
E.P. (Zydus)	1	10/22/2013	10/22/2013
K.K. (Wockhardt)	1	7/15/2012	7/15/2012

449. Similarly, when Green became employed at Zydus, he continued to communicate frequently with competitors, including with his former colleagues at Teva. For example, between November 2013 and August 2018, Green exchanged at least 969 phone calls and text messages with his contacts at Defendants and co-conspirators Teva, Glenmark, Mylan, Lupin, Aurobindo, Amneal, Sandoz, Greenstone, Lannett, Dr. Reddy's, and Rising. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
Patel, Nisha (Teva)	184	11/8/2013	8/31/2016
Grauso, Jim (Glenmark)	161	2/4/2014	6/25/2018
Nesta, Jim (Mylan)	117	1/7/2014	8/17/2017
Berthold, David (Lupin)	124	11/8/2013	10/11/2017
M.A. (Mylan)	51	11/14/2013	3/16/2016
P.M. (Aurobindo)	49	11/4/2013	7/28/2016
J.P. (Teva)	44	9/15/2014	8/20/2017
Rekenthaler, David (Teva)	42	11/8/2013	3/30/2015
Teva Pharmaceuticals	36	11/3/2013	8/10/2017
T.S. (Teva)	31	1/8/2014	8/9/2017
Grauso, Jim (Aurobindo)	20	11/11/2013	1/29/2014
CW-2 (Rising and Aurobindo)	15	8/4/2014	4/23/2017
L.K. (Amneal)	14	9/15/2014	6/27/2018
T.C. (Teva)	13	12/4/2013	4/30/2017
S.G. (Sandoz and Rising)	10	6/22/2014	11/26/2016
K.G. (Teva)	9	5/3/2017	8/17/2017
Cavanaugh, Maureen (Teva)	8	5/14/2017	8/3/2017
Kellum, Armando (Sandoz)	8	4/30/2014	2/12/2017
S.G. (Teva)	5	11/4/2013	11/26/2013
Brown, Jim (Glenmark)	4	4/12/2018	8/21/2018
J.L. (Teva)	4	12/13/2016	2/20/2017
R.H. (Greenstone)	4	10/12/2014	5/14/2017
Sullivan, Tracey (Lannett)	4	2/16/2014	2/16/2014
S.R.(2) (Amneal)	3	9/26/2016	3/15/2018
M.W. (Mylan)	3	5/15/2018	6/11/2018
C.B. (Teva)	3	12/20/2016	8/9/2017
S.R. (Lupin)	1	3/24/2014	3/24/2014
J.A. (Dr. Reddy's)	1	7/1/2014	7/1/2014
T.G. (Aurobindo)	1	7/9/2018	7/9/2018

8. Armando Kellum

450. Kellum was the Director of Pricing and Contracts at Sandoz until July 2015. While at Sandoz, Kellum directed his subordinates, including CW-1, CW-2, CW-3, and CW-4, to enter into price fixing and market allocation agreements with competitors. In addition, Kellum had his own relationships with certain competitors and communicated with those contacts directly when necessary to further the agreements. For example, between May 2011 and April 2015, Kellum exchanged at least 182 phone calls and text messages with his contacts at Greenstone, Lupin, Teva, Upsher-Smith, Zydus, Actavis, Amneal, Dr. Reddy's, and Rising. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
R.H. (Greenstone)	66	7/20/2011	8/14/2014
Berthold, David (Lupin)	41	1/24/2012	8/14/2014
Green, Kevin (Teva)	14	3/21/2012	8/14/2013
J.M. (Upsher-Smith)	10	8/7/2014	3/5/2015
Nailor, Jill (Greenstone)	9	4/2/2014	10/15/2014
Green, Kevin (Zydus)	8	11/7/2013	4/30/2015
M.F. (Zydus)	7	7/23/2012	1/23/2014
S.H. (Upsher-Smith)	6	9/17/2014	3/26/2015
Upsher-Smith Laboratories	4	9/15/2014	10/13/2014
Rogerson, Rick (Actavis)	3	5/5/2011	9/28/2011
C.P. (Rising)	3	4/28/2014	10/24/2014
S.R.(1) (Amneal)	2	5/20/2013	12/18/2013
S.R.(2) (Amneal)	2	11/27/2013	8/8/2014
M.M. (Upsher-Smith)	2	11/9/2013	11/20/2013
E.H. (Upsher-Smith)	2	9/12/2014	9/16/2014
N.M. (Dr. Reddy's)	1	7/23/2012	7/23/2012
D.C. (Upsher-Smith)	1	4/18/2013	4/18/2013
B.L. (Upsher-Smith)	1	9/12/2014	9/12/2014

9. Jill Nailor

451. Nailor has worked at Greenstone since August 2010 and is currently the Senior Director of Sales and National Accounts. Nailor directed her subordinate R.H., a national account executive, and others at Greenstone to fix prices and allocate customers with competitors on overlap drugs, including with several of the Defendants and co-conspirators. She also instructed them to avoid putting any evidence of such communications into writing.

452. In addition, Nailor regularly communicated directly with competitors herself. For example, between August 2010 and May 2017, Nailor exchanged at least 4,439 phone calls and text messages with her contacts at Defendants and co-conspirators Amneal, Dr. Reddy's, Actavis, Aurobindo, Mylan, Glenmark, Zydus, Teva, Sandoz, Lupin, Wockhardt, Lannett, Apotex, Upsher-Smith, Par, and Taro. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
S.R.(1) (Amneal)	3769	8/26/2010	5/1/2018
V.B. (Dr. Reddy's)	125	10/16/2014	5/8/2017
A.B. (Actavis)	86	9/21/2011	7/14/2016
J.P. (Amneal)	75	8/27/2010	9/28/2016
T.W. (Dr. Reddy's)	62	8/28/2010	5/23/2016
A.T. (Aurobindo)	46	8/26/2012	5/12/2013
Falkin, Marc (Actavis)	41	1/6/2014	3/14/2016
Nesta, Jim (Mylan)	40	12/5/2012	11/13/2015
Grauso, Jim (Aurobindo)	31	7/19/2012	1/6/2014
Brown, Jim (Glenmark)	23	9/5/2013	8/25/2016
L.S. (Zydus)	20	4/27/2012	8/22/2013
Grauso, Jim (Glenmark)	17	1/30/2015	5/26/2016
D.C. (Glenmark)	11	5/29/2013	7/7/2013
Patel, Nisha (Teva)	13	1/21/2014	3/6/2014
Kellum, Armando (Sandoz)	9	4/2/2014	10/15/2014
K.S. (Zydus)	8	6/13/2012	6/13/2012
Berthold, David (Lupin)	8	4/16/2013	6/19/2015
M.C. (Wockhardt)	7	8/9/2016	8/9/2016
J.D. (Teva)	6	2/16/2011	5/15/2012
Teva Pharmaceuticals	6	2/16/2011	1/22/2014
D.S. (Actavis)	5	11/27/2010	1/31/2012
S.C. (Actavis)	5	4/18/2012	4/22/2012
Rekenthaler, David (Teva)	4	12/12/2013	1/22/2014
K.S. (Lannett)	3	12/12/2014	1/6/2015
R.C. (Aurobindo)	3	10/8/2013	10/18/2013
B.A. (Apotex)	3	6/25/2015	6/28/2016
P.M. (Aurobindo)	2	7/22/2014	8/13/2014
D.Z. (Upsher-Smith)	2	5/24/2017	5/24/2017
J.H. (Par)	2	4/20/2016	4/21/2016
Cavanaugh, Maureen (Teva)	1	12/5/2012	12/5/2012
CW-3 (Sandoz)	1	5/29/2013	5/29/2013
J.H. (Apotex)	1	7/15/2015	7/15/2015
Taro Pharmaceuticals	1	3/23/2011	3/23/2011
B.R. (Dr. Reddy's)	1	3/15/2012	3/15/2012
N.C. (Actavis)	1	1/29/2013	1/29/2013
Lupin Pharmaceuticals	1	6/17/2015	6/17/2015

10. James Nesta

453. Nesta started his employment with Mylan in 2000 and is currently the Vice President of Sales at Mylan. Nesta communicates regularly with his counterparts at many of the Defendants and co-conspirators. For example, between January 2011 and February 2016, Nesta exchanged at least 5,293 phone calls and text messages with his contacts at Greenstone, Amneal, Teva, Dr. Reddy's, Zydus, Aurobindo, Actavis, Lupin, Sandoz, Lannett, Taro, and Par. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
R.H. (Greenstone)	2310	6/9/2011	8/24/2015
S.R.(1) (Amneal)	1079	1/3/2011	12/17/2015
Green, Kevin (Teva)	461	2/21/2012	10/4/2013
B.R. (Dr. Reddy's)	386	1/6/2011	6/28/2012
K.R. (Zydus)	121	7/21/2011	10/1/2014
Green, Kevin (Zydus)	117	1/7/2014	8/17/2017
Rekenthaler, David (Teva)	102	4/5/2012	3/17/2015
A.T. (Aurobindo)	95	8/26/2012	5/1/2013
Falkin, Marc (Actavis)	78	12/3/2013	8/17/2015
J.K. (Aurobindo)	76	10/1/2013	1/8/2016
V.B. (Dr. Reddy's)	71	8/7/2014	2/2/2016
Berthold, David (Lupin)	68	4/21/2013	10/13/2014
CW-4 (Sandoz)	67	9/6/2012	10/14/2013
J.A. (Dr. Reddy's)	52	3/9/2011	2/27/2014
K.N. (Dr. Reddy's)	42	6/7/2011	6/9/2011
Nailor, Jill (Greenstone)	40	12/5/2012	11/13/2015
K.S. (Lannett)	35	1/4/2013	4/23/2014
T.W. (Dr. Reddy's)	14	1/11/2013	2/5/2013
P.M. (Aurobindo)	13	4/5/2013	6/19/2013
T.G. (Aurobindo)	12	2/25/2016	2/25/2016
S.R.(2) (Amneal)	11	10/1/2014	1/15/2015
R.C. (Teva and Aurobindo)	10	7/20/2011	11/2/2011
Patel, Nisha (Teva)	10	5/10/2013	8/8/2013
Sullivan, Tracy (Lannett)	7	7/21/2014	7/22/2014
L.P. (Taro)	4	11/2/2012	1/17/2013
B.P. (Zydus)	4	7/21/2011	7/21/2011
C.N. (Sandoz)	3	12/2/2012	12/17/2012
Teva Pharmaceuticals	3	8/2/2011	8/2/2011
J.H. (Par)	2	2/4/2014	2/4/2014

11. Konstantin Ostaficiuk

454. Ostaficiuk is the President of Camber and has held that position since 2009. During his tenure at Camber, Ostaficiuk has been the primary person responsible for furthering price fixing and market allocation agreements with his competitors. Indeed, Ostaficiuk regularly communicated with competitors and maintained relationships with executives at many of the Defendants and co-

conspirators. For example, between March 2011 and August 2017, Ostaficiuk exchanged at least 464 phone calls with his contacts at Defendants and co-conspirators Amneal, Lannett, Breckenridge, Aurobindo, Lupin, Teva, Breckenridge, Taro, Glenmark, Zydus, Dr. Reddy's, Wockhardt, Sandoz, Actavis, and Rising. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
S.R.(2) (Amneal)	128	3/22/2011	6/11/2017
K.S. (Lannett)	122	3/10/2011	8/24/2017
S.C. (Breckenridge)	46	3/25/2011	7/24/2017
Grauso, Jim (Aurobindo)	39	3/21/2012	12/9/2013
Berthold, David (Lupin)	19	5/14/2012	4/4/2016
S.R.(1) (Amneal)	12	3/12/2012	10/25/2016
R.M. (Lannett)	10	12/15/2011	2/14/2012
Rekenthaler, David (Teva)	10	9/22/2014	2/19/2015
C.M. (Aurobindo)	9	5/27/2015	11/12/2015
K.M. (Rising)	8	7/17/2014	6/8/2016
Breckenridge Pharmaceuticals	7	11/9/2011	10/29/2014
M.B. (Taro and Glenmark)	6	5/30/2012	6/6/2012
Sullivan, Tracy (Lannett)	6	5/19/2011	8/28/2012
P.H. (Zydus)	5	5/8/2012	5/16/2012
Grauso, Jim (Glenmark)	5	7/30/2014	10/29/2014
P.G. (Breckenridge)	4	5/20/2011	12/17/2015
M.K. (Zydus)	4	1/5/2015	12/30/2015
B.R. (Dr. Reddy's)	4	1/18/2012	3/30/2012
K.K. (Wockhardt)	4	10/5/2011	2/1/2012
D.P. (Sandoz)	3	7/9/2014	7/14/2014
CW-5 (Glenmark)	3	11/19/2013	11/19/2013
Falkin, Marc (Actavis)	2	6/6/2013	12/5/2013
P.M. (Aurobindo)	2	8/20/2013	5/2/2014
B.M. (Amneal)	1	10/3/2011	10/3/2011
Brown, Jim (Glenmark)	1	10/29/2014	10/29/2014
L.P. (Taro)	1	6/26/2015	6/26/2015
D.N. (Breckenridge)	1	4/4/2016	4/4/2016
A.T. (Aurobindo)	1	2/1/2013	2/1/2013
S.G. (Glenmark)	1	4/27/2011	4/27/2011

12. Nisha Patel

455. Patel worked at Teva from April 2013 to December 2016, first as a Director of Strategic Customer Marketing and then as a Director of National Accounts. As discussed in great detail above, Patel was in frequent communication with her counterparts at the corporate Defendants to fix prices and allocate markets. For example, during her time at Teva, Patel

exchanged at least 1,240 phone calls and text messages with her contacts at Defendants and co-conspirators Zydus, Sandoz, Actavis, Glenmark, Greenstone, Taro, Lupin, Dr. Reddy's, Lannett, Par, Apotex, Aurobindo, Mylan, Amneal, Upsher-Smith, and Breckenridge. As discussed in various sections of this Complaint, Patel also frequently communicated with competitors using Facebook Messenger, LinkedIn messaging, and the encrypted messaging application WhatsApp. The communications detailed in the table below include only telephone calls and text messages:

Contact Name	Count	Min Date	Max Date
Green, Kevin (Zydus)	184	11/8/2013	8/31/2016
CW-1 (Sandoz)	183	4/26/2013	8/9/2016
Rogerson, Rick (Actavis)	157	5/2/2013	11/9/2015
CW-5 (Glenmark)	121	5/2/2013	3/4/2014
R.H. (Greenstone)	105	5/7/2013	10/13/2016
Aprahamian, Ara (Taro)	100	5/22/2013	3/3/2016
Berthold, David (Lupin)	76	5/6/2013	4/8/2014
J.C. (Glenmark)	44	5/6/2013	7/28/2015
Brown, Jim (Glenmark)	36	8/6/2013	10/15/2014
V.B. (Dr. Reddy's)	28	6/10/2014	9/27/2016
A.B. (Actavis)	28	4/30/2013	10/16/2015
A.S. (Actavis)	28	9/16/2015	3/10/2016
Nailor, Jill (Greenstone)	18	1/21/2014	3/6/2014
Sullivan, Tracy (Lannett)	17	6/12/2014	4/6/2016
T.P. (Par)	16	6/26/2014	11/10/2014
B.H. (Apotex)	14	5/20/2013	6/12/2015
Grauso, Jim (Aurobindo)	12	5/14/2013	7/8/2013
Falkin, Marc (Actavis)	11	2/5/2016	6/16/2016
Nesta, Jim (Mylan)	10	5/10/2013	8/8/2013
A.G. (Actavis)	9	1/27/2015	6/9/2016
S.R.(2) (Amneal)	9	9/9/2014	5/29/2015
B.L. (Upsher-Smith)	8	4/29/2013	9/18/2014
Grauso, Jim (Glenmark)	6	2/28/2014	1/5/2015
K.R. (Zydus)	6	10/10/2013	9/18/2014
S.G. (Zydus)	4	2/29/2016	5/24/2016
M.B. (Actavis)	3	2/26/2016	6/6/2016
M.B. (Glenmark)	3	5/10/2013	5/23/2013
S.C. (Breckenridge)	2	2/7/2014	2/7/2014
S.R.(1) (Amneal)	2	9/9/2014	1/6/2015

13. David Rekenthaler

456. Rekenthaler was the Vice President of Sales, US Generics at Teva until April 2015. Rekenthaler is now the Vice President of Sales at Defendant Apotex. During his time at Teva,

Rekenthaler knew that his colleagues, including Green and Patel, were colluding with competitors. Indeed, Rekenthaler was also in frequent contact with competitors himself and had relationships with executives at nearly all the Defendants and co-conspirators. For example, between January 2011 and March 2015, Rekenthaler exchanged at least 1,044 phone calls and text messages with his contacts at Defendants and co-conspirators Actavis, Mylan, Par, Aurobindo, Apotex, Zydus, Sandoz, Amneal, Breckenridge, Lupin, Dr. Reddy's, Glenmark, Greenstone, Taro, Lannett, Wockhardt, and Rising. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
Falkin, Marc (Actavis)	433	8/7/2013	3/25/2015
Nesta, Jim (Mylan)	102	4/5/2012	3/17/2015
G.B. (Par)	89	1/11/2011	2/13/2015
R.C. (Aurobindo)	75	10/6/2011	3/24/2015
J.H. (Apotex)	65	5/6/2013	3/9/2015
Green, Kevin (Zydus)	42	11/8/2013	3/30/2015
A.S. (Actavis)	26	1/11/2012	4/1/2013
CW-2 (Sandoz and Rising)	24	11/14/2011	11/20/2014
J.H. (Par)	19	9/16/2013	3/7/2015
S.G. (Zydus)	18	12/2/2013	1/29/2015
B.P. (Mylan)	18	9/12/2011	12/23/2013
A.B. (Actavis)	16	4/1/2013	9/16/2014
J.K. (Actavis)	15	10/11/2013	3/29/2015
S.R.(2) (Amneal)	13	5/8/2013	3/12/2015
D.N. (Breckenridge)	10	6/14/2012	6/10/2014
Ostaficiuk, Kon (Camber)	10	9/22/2014	2/19/2015
Berthold, David (Lupin)	9	10/14/2013	1/16/2014
J.K. (Mylan)	8	1/11/2012	2/7/2012
K.M. (Rising)	8	4/14/2011	1/4/2012
B.R. (Dr. Reddy's)	7	8/11/2011	4/16/2012
K.R. (Zydus)	5	10/10/2013	12/17/2013
CW-5 (Glenmark)	4	9/27/2013	3/11/2014
Nailor, Jill (Greenstone)	4	12/12/2013	1/22/2014
E.G. (Taro)	3	5/10/2011	3/8/2012
K.S. (Lannett)	3	10/31/2011	9/4/2014
C.V. (Greenstone)	3	11/14/2013	11/18/2013
T.W. (Dr. Reddy's)	3	7/29/2013	5/1/2014
J.J. (Taro)	2	1/31/2011	7/2/2012
J.M. (Lannett and Glenmark)	2	4/30/2011	11/19/2012
M.B. (Glenmark)	2	2/26/2013	2/28/2013
B.W. (Wockhardt)	2	1/5/2012	3/10/2014
Brown, Jim (Glenmark)	1	3/24/2014	3/24/2014
S.R.(1) (Amneal)	1	8/6/2012	8/6/2012
G.R. (Aurobindo)	1	11/1/2011	11/1/2011
Grauso, Jim (Aurobindo)	1	12/8/2011	12/8/2011

14. Rick Rogerson

457. Rogerson was the Executive Director of Pricing and Business Analytics at Actavis until Actavis was acquired by Teva in August 2016. Rogerson now works at Amneal as a Senior Director of Marketing and Business Analytics. During his time at Actavis, Rogerson communicated with his contacts at several Defendants and co-conspirators. For example, between February 2010 and July 2016, Rogerson exchanged at least 635 phone calls and text messages with his contacts at Defendants and co-conspirators Wockhardt, Teva, Dr. Reddy's, Sandoz, Lannett, Glenmark, Taro, and Zydus. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
K.A. (Wockhardt)	316	3/11/2010	1/28/2016
Patel, Nisha (Teva)	157	5/2/2013	11/9/2015
N.M. (Dr. Reddy's and Sandoz)	43	10/15/2013	3/6/2018
J.M. (Lannett and Glenmark)	32	6/24/2010	1/6/2012
K.G. (Teva)	29	12/15/2015	7/29/2016
Teva Pharmaceuticals	27	9/24/2015	7/29/2016
Christine Baeder (Teva)	17	2/26/2016	7/26/2016
Aprahamian, Ara (Taro)	4	6/17/2013	4/16/2014
S.G. (Glenmark)	3	2/8/2010	2/8/2010
Kellum, Armando (Sandoz)	3	5/5/2011	9/28/2011
Taro Pharmaceuticals	2	6/14/2013	11/20/2013
J.W. (Zydus)	2	6/24/2014	6/25/2014

15. Tracy Sullivan

458. Tracy Sullivan has been employed at Lannett since 2007 and is currently the Director of National Accounts. Sullivan regularly communicated with competitors and maintained relationships with executives at many of the Defendants and co-conspirators. For example, between March 2011 and August 2016, Sullivan exchanged at least 495 phone calls and text messages with her contacts at Defendants and co-conspirators Zydus, Wockhardt, Teva, Greenstone, Dr. Reddy's,

Par, Amneal, Aurobindo, Mylan, and Breckenridge. These communications are detailed in the table below:

Contact Name	Count	Min Date	Max Date
K.R. (Zydus)	124	6/5/2011	11/14/2014
K.K. (Wockhardt)	101	4/11/2012	1/16/2014
J.P. (Teva)	50	3/26/2014	3/3/2016
R.H. (Greenstone)	37	7/29/2011	3/14/2016
B.R. (Dr. Reddy's)	28	3/28/2011	8/7/2011
J.A. (Dr. Reddy's)	22	4/28/2011	5/13/2014
Patel, Nisha (Teva)	17	6/12/2014	4/6/2016
L.S. (Zydus)	16	7/30/2011	8/15/2013
D.V. (Dr. Reddy's)	14	9/22/2015	8/19/2016
K.O. (Par)	14	7/26/2013	5/9/2015
J.W. (Zydus)	11	6/3/2014	3/7/2016
J.P. (Amneal)	11	5/24/2011	5/9/2015
P.M. (Aurobindo)	10	6/5/2013	6/10/2013
K.N. (Dr. Reddy's)	7	2/23/2016	3/7/2016
Nesta, Jim (Mylan)	7	7/21/2014	7/22/2014
Ostaficiuk, Kon (Camber)	6	5/19/2011	8/28/2012
D.N. (Breckenridge)	4	9/25/2012	9/17/2014
Green, Kevin (Teva)	4	5/23/2011	11/14/2012
Green, Kevin (Zydus)	4	2/16/2014	2/16/2014
C.M. (Aurobindo)	3	5/9/2015	5/9/2015
G.R. (Aurobindo)	2	6/14/2011	6/14/2011
P.G. (Breckenridge)	1	9/7/2011	9/7/2011
S.K. (Wockhardt)	1	10/6/2011	10/6/2011
P.H. (Zydus)	1	7/20/2012	7/20/2012

I. The Conspiratorial Price-Fixing, Bid-Rigging, & Market Allocation Agreements.

459. Plaintiff alleges that embedded within Defendants' overarching conspiracy were specific agreements to fix, raise, maintain, or stabilize the price of the Subject Drugs.

460. When entering a generic drug market, Defendants and their co-conspirators routinely and systematically sought out their competitors in an effort to reach agreement to allocate market share, maintain high prices and/or avoid competing on price. These agreements had the effect of artificially maintaining high prices for a large number of generic drugs and creating an appearance of competition where in fact little to none existed.

461. In addition to reaching agreements with competitors to allocate markets for a number of different generic drugs, there was also a concerted effort by many in the industry to significantly raise prices. Manufacturers started communicating with each other about those increases with greater and greater frequency.

462. Starting sometime in 2012 or even earlier, and continuing for several years, competitors would systematically communicate with each other as they were identifying opportunities and planning new price increases, and then again shortly before or at the time of each increase. The purpose of these communications was not only to secure an agreement to raise prices, but also to reinforce the essential tenet underlying the fair share agreement – i.e., that they would not punish a competitor for leading a price increase or steal a competitor’s market share on an increase. There was an understanding among many of these generic drug manufacturers – including the Defendants and their co-conspirators – that a competitor’s price increase be quickly followed; but even if it could not, the overarching conspiracy dictated that the competitors who had not increased their prices would, at a minimum, not seek to take advantage of a competitor’s price increase by increasing their own market share (unless they had less than “fair share”).

463. It is important to note that generic drug manufacturers could not always follow a competitor’s price increase quickly. Various business reasons – including supply disruptions or contractual price protection terms with certain customers that would result in the payment of significant penalties – could cause such delays. In those instances when a co-conspirator manufacturer delayed following a price increase, the underlying fair share understanding operated as a safety net to ensure that the competitor not seek to take advantage of a competitor’s price increase by stealing market share.

464. By early 2014, the generic drug industry was in the midst of a price increase explosion. In an internal Teva presentation (given shortly after Teva took prices increases on 22

drugs in April 2014), titled “2014 US Pricing Strategy” – Teva reflected on the current state of the industry, noting that the “[c]ompetitive landscape is supportive of price increases.” In commenting on the future implications for Teva’s pricing strategy, the company stated: “Mature competitors participate in price appreciation; immature competitors are starting to follow.”

465. In addition to the examples already discussed in this Complaint, numerous additional examples of how Defendants and their co-conspirators effectuated their market allocation and price-fixing agreements based on “fair share” principles are discussed in detail below. For ease of reference, the specific drugs and Defendants involved in the exemplar individual drug conspiracies alleged in this Complaint are summarized in Appendix A.

466. While the drug-specific agreements involve those Defendants and co-conspirators that marketed and sold the particular drug, each Defendant, including Defendants who did not manufacture that particular drug, was also a party to the broader, overarching conspiracy to abide by the “fair share” agreement covering all of the Subject Drugs. From this broad agreement sprang additional agreements among the manufacturers relating to each of the individual drugs. The purpose and effect of all of these agreements was to lessen competition in the markets for each of the Subject Drugs and throughout the industry.

1. Amphetamine/Dextroamphetamine ER & IR

a. *Amphetamine/Dextroamphetamine ER*

467. Amphetamine/Dextroamphetamine Extended Release, also known by the brand name Adderall XR®, is a medication used in the treatment of attention deficit hyperactivity disorder (ADHD). The drug is comprised of a combination of dextroamphetamine salts and levoamphetamine salts and is sometimes referred to as “Mixed Amphetamine Salts” or “MAS.”

468. During the time period relevant to this Complaint, Actavis, Impax, and Teva dominated the market for MAS Extended Release (“MAS-XR”).

469. Teva began marketing MAS-XR after the expiration of brand manufacturer Shire's patent on Adderall XR®.

470. On April 9, 2012, a large customer contacted Teva to request a price reduction because a new competitor had expressed an interest in "all or some" of its MAS-XR business. A senior Teva sales director, T.C., insisted on knowing the identity of the competitor before deciding what Teva's response would be. The customer responded that the competitor was Actavis, and that Actavis was expecting approval soon to enter the market for that drug.

471. Teva deferred its decision on pricing until Actavis was in a position to ship the product.

472. Actavis obtained FDA approval to manufacture various formulations of MAS-XR on June 22, 2012. At 9:58 pm that same evening, Rekenthaler instructed Teva employees to find out Actavis's plans regarding its newly approved generic, including shipping details and inventory levels. At 8:32 am the next morning, Teva employee T.S. responded that she had spoken to M.P., a senior Actavis sales and marketing executive, and conveyed to Rekenthaler the details of their conversation:

From: [REDACTED]
Sent: Saturday, June 23, 2012 8:32 AM
To: Dave Rekenthaler; [REDACTED] Kevin Green
Subject: Re: Actavis Adderall XR

Spoke to [REDACTED]. Going after approx 15 share.
1 wholesaler (either McKesson or Cardinal) as backup and possibly Econdisc. NOT Walgreens and CVS.

The customer that had sought a price reduction from Teva in April 2012 was not among those named by Actavis as its targets.

473. Upon learning which customers Actavis wanted, T.C. warned colleagues that this allocation of market share could be tricky. She cautioned that if Teva decided to concede a particular

wholesaler to Actavis, it needed to be “mindful” that the wholesaler also did product warehousing for a different customer whose business Actavis was not soliciting.

474. One year later, Teva’s customer renewed its request for a price reduction on MAS-
XR, citing Actavis’s desire to gain a share of the customer’s business for the drug. On May 7, 2013, T.C. informed the customer that Teva would agree to revise its price in order to retain 100% of the customer’s business. T.C. made it clear that Teva had already conceded an appropriate amount of business to its competitor. She stated: “. . . we have plenty of supply and want to keep you [sic] full business [sic] we have already let other customers go to activis [sic] go to help the market dynamites [sic].”

b. *Amphetamine/Dextroamphetamine Immediate Release*

475. Amphetamine/Dextroamphetamine Immediate Release, also known by the brand name Adderall IR®, is a medication used in the treatment of attention deficit hyperactivity disorder (ADHD). The drug is an immediate release formulation comprised of a combination of dextroamphetamine salts and levoamphetamine salts and is sometimes referred to as “Mixed Amphetamine Salts” or “MAS-IR.”

476. During the time period relevant to this Complaint, Actavis, Aurobindo, Mallinckrodt, Sandoz, and Teva dominated the market for MAS Immediate Release (“MAS-IR”).

477. In 2012, Mallinckrodt entered the market for MAS-IR and sought to add share. In internal documents, Teva acknowledged that it had willingly conceded a number of accounts to Mallinckrodt, the new competitor, which was wholly consistent with the fair share agreement.

478. In March 2014, Aurobindo was making plans to enter the market with its MAS-IR product. Teva learned on March 18, 2014, that Aurobindo wanted only 10% of the market. On that same day, Rekenhalter of Teva had a thirty-minute telephone call with a senior executive at Aurobindo in which they discussed the allocation for Dextroamphetamine Amphetamine IR.

479. On March 18, 2014, Teva's J.P. shared with her colleagues that Aurobindo's market share target for the impending launch was 10%. Teva's senior marketing operations executive, K.G., indicated that Teva was aware that both Aurobindo and Actavis were launching.

480. A flurry of telephone communications between Teva and its two competitors took place on the days surrounding the foregoing Teva e-mail. The day before, on March 17, 2014, Patel had spoken to Actavis's Director of Pricing, Rick Rogerson, three (3) times. Rekenthaler and Falkin of Actavis also spoke once on that day. On March 18, 2014, the day of the e-mail, Rekenthaler and R.C., a senior-most executive at Aurobindo, had a thirty (30) minute telephone conversation. Rekenthaler and Falkin spoke again seven (7) times on March 20, 2014.

481. On April 16, 2014, Teva received word from a customer that a new competitor in the market had offered a lower price than Teva's current price for MAS-IR. Patel informed K.G. that the challenge was coming from Actavis and recommended that Teva concede that customer's account. At 1:43 pm, she communicated to another colleague that the decision had been made to concede. Apparently closing the loop, she called Rogerson at Actavis at 1:55 pm. They spoke for just over four (4) minutes.

2. Baclofen

482. Baclofen, also known by the brand names Gablofen and Lioresal, is a muscle relaxant used to treat muscle spasms caused by certain conditions such as multiple sclerosis and spinal cord injury or disease. It is generally regarded as the first choice of physicians for the treatment of muscle spasms in patients with multiple sclerosis.

483. At all times relevant to this lawsuit, there has been more than one manufacturer of Baclofen on the market. Lannett, Qualitest/Endo, Teva, and Upsher-Smith dominate the market for Baclofen. In the years prior to the conspiracy period, the average price in the U.S. for Baclofen was

remarkably stable. Beginning in February 2014, Defendants and their co-conspirators increased their prices abruptly and in unison.

484. Baclofen is among the drugs identified by the GAO, which concluded that Baclofen, in both the 10 mg and 20 mg tablet form “[e]xperienced and extraordinary price increase” in 2014-2015. Similarly, American Pharmacies, a group of independent pharmacists that monitors the pricing of generic drugs and issues notices to customers, warned in February 2014 of the recently announced “[m]arketwide price increases of more than 500% ... occurring on Baclofen tablets.”

485. Effective February 21, 2014, Upsher-Smith took a significant price increase on Baclofen, ranging from 350 - 420% to the WAC price, depending on the formulation. Prior to the increase, Baclofen was not a profitable drug for Upsher-Smith, and Upsher-Smith was considering whether to exit the market or significantly raise price. It chose the latter.

486. Teva initially considered following the Upsher-Smith price increase quickly, as part of its April 4, 2014, price increases – but decided against it. The primary reason was that Qualitest was in the market, and Teva considered Qualitest a “low-quality” competitor. In other words, Qualitest would likely compete for market share if Teva increased its price.

487. Starting on April 10, 2014, however, Teva learned that Qualitest was having supply problems, and could exit the market for at least 3-4 months, if not permanently.

488. Upon learning that the only significant remaining competitor in the market would now be Upsher-Smith – a high-quality competitor – Teva immediately decided to follow the price increase. Patel asked one of her direct reports to start working up price increase scenarios for Baclofen that same day.

489. Effective April 15, 2014, Teva raised its WAC and SWP pricing to match Upsher-Smith’s pricing exactly. Teva increased its WAC pricing from 350-447%, depending on the dosage

strength. Teva would not have increased its prices on Baclofen unless it had an understanding in place with Upsher-Smith.

490. The chart below shows the increases by Teva and Upsher-Smith on 20 mg strength doses of Baclofen:

Product 20 MG	Defendant	NDC	Old WAC	New WAC	Date of Increase	Percentage Increase
100 ct	Upsher-Smith	00832102500	\$0.10	\$0.49	21-Feb-14	420%
1000 ct	Upsher-Smith	00832102510	\$0.10	\$0.49	21-Feb-14	420%
100 ct	Teva	00172409760	\$0.10	\$0.49	15-Apr-14	420%
1000 ct	Teva	00172409780	\$0.09	\$0.49	15-Apr-14	447%

491. Upsher-Smith was a highly ranked competitor by Patel (+2) in large part because of Patel's relationship and understanding with Brad Leonard, a national account executive at Upsher-Smith. In the week before she started her employment at Teva (after leaving her previous employment), Patel and Leonard exchanged several text messages. During her first week on the job, as she was beginning to identify price increase candidates and high-quality competitors, Patel spoke to Leonard on April 29, 2013, for nearly twenty (20) minutes. During these initial communications, Patel and Leonard reached an understanding that Teva and Upsher-Smith would follow each other's price increases, and not compete for each other's customers after a price increase. Their agreement was further cemented in June and July 2013, when the two competitors agreed to substantially raise the price of Oxybutynin Chloride.

492. There was no need for the two competitors to communicate directly in this situation because it was already understood between them that Teva would follow an Upsher-Smith price increase based on Patel's prior conversations with Leonard and based on the history of collusion between the two competitors.

493. Effective April 15, 2014, Teva raised its WAC and SWP pricing to match Upsher-Smith's pricing exactly. Teva increased its WAC pricing from 350% – 447%, depending on the dosage strength. Teva would not have increased its prices on Baclofen unless it had an understanding in place with Upsher-Smith.

494. Pursuant to the agreement between the companies, Teva did not seek to take any customers from Upsher-Smith during the time period after Upsher-Smith's increase and before Teva could follow. Even after Teva's increase, when Qualitest customers approached Teva for a bid due to Qualitest's supply problems, Teva deferred to Upsher-Smith. As Patel told K.G. in a June 11, 2014, e-mail: "Dynamics have changed, but I think we need to see if Upsher wants to pick up share. We have an unreasonably high share." K.G. agreed: "I think this is the right thing to do. . . . we should just give them a high bid."

495. Upsher-Smith, on the other hand, was able to secure several new customers as a result of the Qualitest exit. In short order, Baclofen became a very profitable product for Upsher-Smith. On April 18, 2014 – only three days after the Teva price increase – J.M., a Senior Director of Sales and Marketing at Upsher-Smith, made the following pronouncement:

```
> On Apr 18, 2014, at 3:07 PM, [REDACTED]@upsher-smith.com> wrote:
>
> Qualitest is out. Teva matched our pricing. Bac is our newest ~$20M product.
>
> [REDACTED]
> Sent from my iPhone
>
```

496. Only two months later, in June 2014, Defendant Lannett was preparing to re-enter the market for Baclofen but was faced with limited supply. In an internal e-mail sent to his sales staff, K.S., a senior sales executive at Lannett, stated: "Baclofen launch in four weeks, need market intelligence. We can only take a 10% market share." At that time, Teva had a large market share in relation to the existing competitors in the market.

497. Sullivan, a Director of National Accounts at Lannett and a recipient of the e-mail, promptly communicated with Patel (Teva was a competitor for Baclofen) using Facebook Messenger. On June 12, 2014, Sullivan messaged Patel, stating:



The message was sent at 11:16 am. At 11:30 am, Patel called Sullivan and they spoke for seven (7) minutes. This was the first phone conversation between Sullivan and Patel since Patel had joined Teva in April 2013. During the conversation, Sullivan informed Patel that Lannett would be entering the market for Baclofen shortly. In a follow-up message through Facebook Messenger later that afternoon, Sullivan confirmed:



498. True to her word, Sullivan called Patel on July 1, 2014, and left a voicemail. Patel promptly returned the call, and the two spoke for almost seven (7) minutes.

499. On July 11, 2014, as Teva was evaluating future forecasting and whether to try and take on additional Baclofen business with a large wholesaler, Patel stated to a Teva colleague: “[n]ot sure if it helps your review, but there is another entrant coming to market (Lannett). I’m not sure about their share targets, but I know it’s probably soon.” That same day, Patel sent a text message to

Sullivan asking “Around?” Sullivan immediately called Patel and left a voicemail. Patel called Sullivan back promptly, and they spoke for more than three (3) minutes. After speaking, Patel sent another text message to Sullivan, stating: “Thank you!!” Sullivan responded: “No prob!”

500. Shortly thereafter, on July 22, 2014, Teva was approached by a customer stating “[w]e were contacted by another mfg that is going to be launching Baclofen in the coming weeks.” The customer asked whether Teva wanted to exercise its right of first refusal (i.e., offer a lower price to maintain the account). Even though the new manufacturer’s price was only slightly below Teva’s price, Teva declined to bid. Patel specifically agreed with the decision to concede, stating “I believe this is Lannett.” Teva’s internal tracking database noted that the customer had been conceded to a “Strategic New Market Entrant.”

501. Teva had significantly increased its price for Baclofen in April 2014 (following an Upsher-Smith price increase) and was able to maintain those prices even after Lannett entered the market a few months later. In fact, Lannett entered the market at the exact same WAC price as Teva.

3. Benazepril/HCTZ

502. Benazepril/HCTZ, also known by the brand name Lotensin, is an angiotensin converting enzyme (ACE) inhibitor that is used to treat high blood pressure.

503. In July 2013, Sandoz finalized its plan to re-launch Benazepril/HCTZ. However, because Sandoz executives knew that Mylan planned to increase price on this product, it chose to wait to re-enter the market until after Mylan increased its price so that Sandoz could enter at the higher price.

504. On July 12, 2013, a marketing executive at Sandoz sent an internal e-mail regarding “Benazepril Orders for Cardinal” stating: “[b]efore any release, we are expecting Mylan to raise their

price.” Similarly, during a Commercial Operations meeting on July 15, 2013, it was confirmed that Sandoz was just waiting for confirmation of a Mylan price increase before re-entering the market.

505. The next day, on July 16, 2013, CW-4 spoke with Nesta and sent the July 2013 E-mail outlining the Mylan price increase drugs that Nesta had provided to her (discussed more fully above). That list did not include Benazepril/HCTZ. CW-1 forwarded the July 2013 E-mail to Kellum stating “See [CW-4’s] note below for Mylan increases....I’m surprised benazepril hctz isn’t on the list below for Mylan?” CW-1 then e mailed CW-4 asking, “Benazepril hctz? Was hoping to see that one.”

506. Over the next few days, CW-4 and Nesta communicated several times, during which they discussed Benazepril/HCTZ. These phone calls are detailed below:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
7/18/2013	Voice	Nesta, Jim (Mylan)	Incoming	CW-4 (Sandoz)	14:32:56	0:00:31
7/18/2013	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	14:41:59	0:01:21
7/19/2013	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	13:13:44	0:00:04
7/19/2013	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	13:14:20	0:01:57
7/19/2013	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	13:24:49	0:03:11

507. On August 2, 2013, CW-1 sent a spreadsheet to Kellum entitled, “Teva increases July 2013.” In the e-mail, CW-1 stated: “Mylan is also in there. Be on the lookout for bumetanide and Benazepril/hctz.”

508. One week later, on August 9, 2013, Mylan increased WAC pricing on Benazepril HCTZ. The increase was large - nearly 334% on all dosage strengths.

509. On August 20, 2013, consistent with their agreement to maintain high prices, Sandoz quickly re-entered the Benazepril HCTZ market and essentially matched Mylan’s WAC price increase.

510. A third competitor –Rising - entered the Benazepril/HCTZ market on April 2, 2014, as the authorized generic. When Rising entered, it essentially matched the WAC pricing of Sandoz

and Mylan. Both before and after entering the market, CW-2 - then at Rising - communicated with his former colleagues at Sandoz (CW-1, CW-3, and L.J.) about obtaining market share on Benazepril/HCTZ. Through those communications, Sandoz ultimately agreed to relinquish ABC to Rising so that the new entrant could achieve its fair share of the market.

4. Budesonide

a. Budesonide DR Capsules

511. Budesonide DR Capsules, also known by the brand name Entocort EC, is a steroid used to treat Crohn's disease and ulcerative colitis when taken orally.

512. Teva was preparing to enter the market for Budesonide DR in or about March 2014. At that time, it was a 2-player market: Par had 70% market share and Mylan had the remaining 30%.

513. Shortly before Teva received approval to market Budesonide DR, Par decided to increase the price of the drug. On April 1, 2014, M.B., a senior national account executive at Par, called Rekenhaller at Teva. The two executives spoke for twenty-six (26) minutes. The next day, April 2, 2014 — which happened to be the same day that Teva received FDA approval to market Budesonide DR — Par increased its price for Budesonide DR by over 15%.

514. That same day, Teva sales employees were advised to find out which customers were doing business with Par and which were with Mylan, so that Teva would have a better sense of how to obtain its fair share: "it would be helpful to gather information regarding who is with mylan and who is with par...they are the two players in the mkt...as well as usage."

515. Par and Mylan were also communicating at this time. On April 3, 2014 – the day after the Par price increase – K.O., a senior account executive at Par, spoke to M.A., a senior account manager at Mylan, for fifteen (15) minutes.

516. On April 4, 2014, Rekenhaller informed some members of Teva's sales force that, although the company had received approval to market and manufacture Budesonide DR, Teva was

not prepared to launch the product and he did not yet know when it would do so. Nonetheless, Rekenthaler spoke to both Nesta, the Vice President of Sales at Mylan, and M.B., a similarly high-level executive at Par, that same day.

517. Although Teva did not launch Budesonide DR until approximately June 2016, company executives clearly attempted to coordinate pricing and market share with its competitors in anticipation of its product launch date.

b. *Budesonide Inhalation Suspension*

518. Budesonide Inhalation, also known by the brand name Pulmicort Respules®, is an anti-inflammatory steroid, administered through inhalers or similar devices, used to prevent asthma attacks.

519. Teva obtained approval to market Budesonide Inhalation in November 2008.

520. As of February 2013, Teva was the only company in the market for generic Budesonide Inhalation Suspension. Teva knew, however, that a potential legal action challenging the validity of the patent on the brand drug could allow additional competition into the generic market shortly. So, before any additional competition could enter the market, effective February 8, 2013, Teva raised the WAC price for its Budesonide Inhalation Suspension by 9%. Although a very modest increase in percentage terms, the 9% price increase added \$51 million to Teva's annual revenues.

521. On April 1, 2013, Actavis began planning to launch Budesonide Inhalation. That same day, David Rekenthaler of Teva called his counterpart at Actavis, A.B. – a senior sales and marketing executive – and they spoke for two (2) minutes. This was the first-ever phone call between them based on the phone records produced.

522. The next day, April 2, 2013, Rekenthaler spoke to A.B two (2) more times, including one call lasting eight (8) minutes. Actavis then immediately began shipping the product. Instead of

competing to obtain market share as a new entrant, however, Actavis entered the market with the exact same WAC price as Teva. Indeed, when Teva inquired of a customer that same day to confirm Actavis's pricing, Teva was informed by the customer that Actavis's pricing was "in line with [Teva's] current wholesale pricing."

523. At some point thereafter, further legal action from the brand manufacturer prevented Actavis from entering the market, but in the interim Teva was able to continue to charge the agreed-upon prices.

524. Once Actavis ultimately entered the market in 2015, Teva immediately conceded customers to Actavis in accordance with the fair share agreement – after calls between Rekenthaler and Falkin, by then a Vice President at Actavis.

525. On February 13, 2015, Rekenthaler informed other Teva employees of Actavis's plans to enter the market, saying: "[i]t appears that Actavis is intending on shipping" Budesonide Inhalation. Rekenthaler and Falkin of Actavis had spoken by phone three days earlier on February 10, 2015.

526. On February 16, 2015, Rekenthaler and Falkin had another lengthy telephone conversation lasting twenty-three (23) minutes. The following morning, Teva's T.C. confirmed to her colleagues that Teva had conceded the Budesonide Inhalation accounts of two major customers to Actavis. She explained that Actavis's sense of urgency to obtain the accounts was due to concerns about getting its product into market before it faced legal action from the brand manufacturer. Thus, she explained, she was working with the customers on an "exit strategy" to get Teva's product out of the supply channel, so as to streamline Actavis's entry into the market.

527. In late July 2015, Sandoz entered the market at the elevated prices established by Teva and Actavis. Teva – which still had more than its fair share of the market – quickly conceded several large accounts to Sandoz so that it could get its fair share. And because Actavis and Teva

communicated to Sandoz which accounts to target, Sandoz was able to add market share without decreasing the market price, in accordance with the fair share rules.

5. Buspirone

528. Buspirone HCL is an antianxiety drug that was first approved for medical use in the United States in 1986.

529. During the relevant time period, Actavis, Mylan, and Teva dominated the market for Buspirone HCL.

530. Buspirone HCL was one of eight drugs that Teva targeted for a price increase effective July 31, 2012. Prior to implementing the price increase for these drugs, Green and Rekenthaler spoke with their competitors for each targeted drug to ensure that the understanding to increase prices would hold, including Mylan, Actavis, Breckenridge, and Alvogen. For example, in July 2012, Green spoke by phone with Nesta of Mylan, CW-2 of Sandoz, and William Hill of Alvogen. On July 31, Green and Nesta spoke five times, and immediately following some of these calls, Green called Hill. Also, Rekenthaler spoke with Allan Slavsky of Actavis and Dave Nelson of Breckenridge. These communications solidified the agreement between the Defendants and co-conspirators that each would adhere to the price increases for the drugs that each manufactured.

531. As a result of these collusive communications, Defendants and their co-conspirators have been able to maintain Buspirone HCL at anticompetitive prices since July 2012.

6. Cabergoline

532. Cabergoline, also known by the brand name Dostinex, is used to treat medical problems that occur when too much of the hormone prolactin is produced. It can be used to treat certain menstrual problems, fertility problems in men and women, and tumors of the pituitary gland.

533. During the relevant time frame, Teva, Par and Greenstone were the primary manufacturers of Cabergoline.

534. In December 2014, as Greenstone was preparing to enter the market for Cabergoline, a senior executive responsible for generic products at a large customer approached Teresa Coward of Teva on Greenstone's behalf. On December 9, 2014, the customer e-mailed Coward:

I need to talk to you about Cabergoline. Greenstone is now shipping and they are targeting [The Wholesaler] and 2 small grocery chains. [The Wholesaler] owes Greenstone a favor and would be ok if you walked away from their business. Greenstone has promised to play nice in the sandbox. Let me know if you are available to discuss.

The customer represented about 13% of Teva's total business for Cabergoline, and about \$861,000 in annual net sales.

535. Coward of Teva did not respond immediately, asking for a little extra time "to figure something out on our side." The executive from the large customer responded: "Of course. I will let G[reen]stone know not to do anything crazy."

536. That same day, on December 9, the Senior Director of Sales at Teva called the Senior Director of National Accounts at Par, the other primary manufacturer of Cabergoline. The two executives spoke for approximately four minutes.

537. The next day, after some internal conversation at Teva, Coward agreed to the proposed allocation: "Tell Greenstone we are playing nice in the sandbox and we will let them have [The Wholesaler]."

538. Pursuant to this agreement, Greenstone was able to acquire The Wholesaler as a customer for Cabergoline without any fear that Teva would compete to retain the business. In exchange, Greenstone agreed to "play nice in the sandbox" – i.e., not compete with Teva for other customers and drive prices down in the market.

7. Capecitabine

539. Capecitabine, also known by the brand name Xeloda, is an anti-cancer chemotherapy drug used to treat a variety of cancers, including breast and colon cancer.

540. To resolve patent litigation, the brand manufacturer, Roche Pharmaceuticals, entered into settlement agreements with various generic manufacturers—including Teva and Mylan—that would allow those generic manufacturers to sell generic Capecitabine after a certain period of time.

541. As early as January 2014, both Teva and Mylan were making plans for their eventual launch of Capecitabine. Part of this planning included the sharing of information so that they could allocate the market between them. For example, in a January 31, 2014, e-mail, J.P., a national account executive at Teva, informed K.G., Rekenthaler, and others at Teva that Mylan was courting a specific customer, Armada Health Care, and that “Mylan estimated Armada’s share on [Capecitabine] at 37%.” Teva incorporated this data it received from Mylan into its own launch plan for Capecitabine.

542. On February 26, 2014, Nesta of Mylan called Rekenthaler of Teva and the two spoke for sixteen (16) minutes. Nesta informed Rekenthaler that Mylan would not be able to launch on time with Teva. Rekenthaler immediately reported this news internally at Teva.

543. In early March 2014, Teva launched as the exclusive generic Capecitabine manufacturer. Teva remained the exclusive generic Capecitabine manufacturer until Mylan entered in August 2014.

544. On August 4, 2014, Nesta and Rekenthaler spoke by phone three times. On these calls, Nesta informed Rekenthaler that Mylan would soon enter the Capecitabine market, and the pair discussed how to allocate the market.

545. For example, at 12:46 pm that day, Nesta called Rekenthaler, and they spoke for a little more than five (5) minutes. Immediately after hanging up the phone, Rekenthaler sent the following e-mail:

From: Dave Rekenthaler
Sent: Mon 8/04/2014 12:51 PM (GMT-05:00)
To: [REDACTED] Nisha Patel02
Cc: Maureen Cavanaugh
Bcc:
Subject: Capcetibine

Hearing Mylan to get approval this week. We need to look at our market and discuss defense strategy.

Cavanaugh responded that she would be in the office the next day and wanted to discuss it with Rekenthaler in person.

546. Less than an hour later, Rekenthaler sent another e-mail, just to Patel, asking her to run a customer report and indicating that Mylan will “be looking at ABC, McKesson, and Econdisc as well as a couple small guys, probably aiming at 35% share.” Mylan did seek the business for each of these three companies and Teva conceded each of them, pursuant to the agreement Rekenthaler had reached with Nesta.

547. On August 7, 2014, McKesson informed Teva that it received a bid for Capecitabine and gave Teva the opportunity to bid to retain the business. Patel then sent an e-mail to K.G., Rekenthaler, and Christine Baeder at Teva to ask if they had “[t]houghts in regards to [loss of exclusivity].” Christine Baeder, a senior operations executive at Teva, replied that Teva did “have a plan,” but Baeder did not want to put the plan in writing. Instead Baeder told Patel she “wi[ll] call” to discuss it. K.G., separately, questioned whether the competitive bid was coming from Mylan, and asked Rekenthaler whether he had any additional information. Rekenthaler also did not want to put that “additional information” in writing, so he responded: “I’ll catch up with you today.”

548. The “plan” was the market allocation scheme previously agreed to by Nesta and Rekenthaler on behalf of Mylan and Teva. The same day that Mylan put a bid in to McKesson – August 7, 2014 – Nesta and Rekenthaler spoke by phone for nearly thirteen (13) minutes. On that call, Rekenthaler and Nesta discussed Mylan’s bid to McKesson and reconfirmed their market allocation scheme.

549. This market allocation “plan” was highlighted in other e-mails as well. On August 10, 2014, Baeder e-mailed Rekenthaler, Patel, and K.G. about the plan. Baeder stated that Baeder’s “notes are showing that are (sic) plan is to concede McKesson, Econdisc, Rite-Aid, and Cardinal,” but that Baeder wanted to confirm. Rekenthaler corrected Baeder, stating that Mylan is “going after McKesson, ABC (only) and Econdisc,” but that Teva “ha[s] not heard from Econdisc yet.” Rekenthaler knew Mylan was targeting Econdisc, even though Econdisc had not contacted Teva, because he and Nesta had previously discussed it.

550. The next morning, at 8:30 am on August 11, 2014, Rekenthaler alerted others at Teva that Mylan had received formal approval to market Capecitabine and that he was “[c]hecking on shipping status.” Five minutes later, Rekenthaler received a call from Nesta. After exchanging voicemails, the two spoke at 8:52 am. The call lasted nearly six (6) minutes. Shortly after hanging up the phone, at approximately 9:02 am, Rekenthaler e-mailed K.G., Patel and others at Teva to confirm that Mylan’s “primary targets are ABC, McKesson and Econdisc.” He added that Teva “may hear from some other smaller guys as well” and that he “do[es]n’t expect price to be aggressive.”

551. In accordance with their market allocation scheme, Mylan targeted and Teva conceded the Capecitabine business at ABC, Econdisc, and McKesson/Rite-Aid.

552. Teva also conceded some of the “smaller guys” as well, pursuant to the agreement. On August 14, 2014, for example, a smaller customer – Cigna – informed Teva that it received a bid

for Capecitabine. On August 18, 2014, Rekenthaler called Nesta to discuss the market allocation scheme and Mylan's bid to Cigna. The pair talked for thirteen (13) minutes. The next day, K.G. circulated an internal e-mail confirming that Teva "will be conceding this business" at Cigna.

8. Celecoxib

553. Celecoxib, also known by the brand name Celebrex®, is a nonsteroidal anti-inflammatory medication used in the treatment of pain and inflammation associated with arthritis, juvenile rheumatoid arthritis, and other disorders.

554. Teva received approval to market generic Celecoxib in May 2014.

555. On November 20, 2014, as Teva was preparing to launch its generic Celecoxib capsules, a customer informed Teva that Actavis was vying for some of the customer's Celecoxib business. The customer indicated that Actavis was preparing for a launch of its own and had advocated its position by pointing out that it was just trying to "get their share" in light of the fact that Teva had already secured over 30% of the market.

556. Teva's Rekenthaler took a cooperative – rather than competitive – stance upon hearing that news, saying: "That's all pretty accurate and hard to argue with."

557. By December 1, 2014, however, the issue of where Actavis would obtain its desired market share remained undecided. Another customer, a large retail pharmacy chain ("The Pharmacy"), became actively involved in trying to broker an agreement between Teva and Actavis on how much share each company would take upon launch. Actavis reportedly sought 25% of The Pharmacy's Celecoxib business. A representative of The Pharmacy told Teva's T.C. that "he would not move this unless we are all on the same page" and that he did not have an issue with sending Actavis "a message."

558. Rekenthaler's response was consistent with the "fair share" understanding, saying "I don't want to give up anything . . . We're at 32% and I think that's reasonable."

559. In the days leading up to Teva's December 10, 2014 launch, Teva executives had numerous telephone conversations with their counterparts at Actavis. Rekenthaler had a six (6) minute call with Marc Falkin at Actavis on November 25. The two spoke twice more on December 3 – once for two (2) minutes and another time for one (1) minute. Teva's Nisha Patel spoke to A.B., a senior sales and marketing executive at Actavis, briefly on December 5, and for over sixteen (16) minutes on December 8. Rekenthaler and Falkin resumed their communications the day before the Teva launch – December 9 – with a one (1) minute phone call. On the day of the launch – December 10 – Rekenthaler and Falkin spoke three times with calls of one (1) minute, nine (9) minutes, and three (3) minutes in duration.

9. Cephalexin Oral Suspension

560. Throughout 2013, David Berthold of Lupin colluded with two different individuals at Teva: Nisha Patel and Kevin Green. At times Patel and Green would even coordinate with each other regarding who would communicate with Berthold and take turns doing so.

561. As of late October 2013, however, neither of those options was available to Berthold. Patel was out of the office on maternity leave, and Green had left Teva to join Zydus as of October 23, 2013.

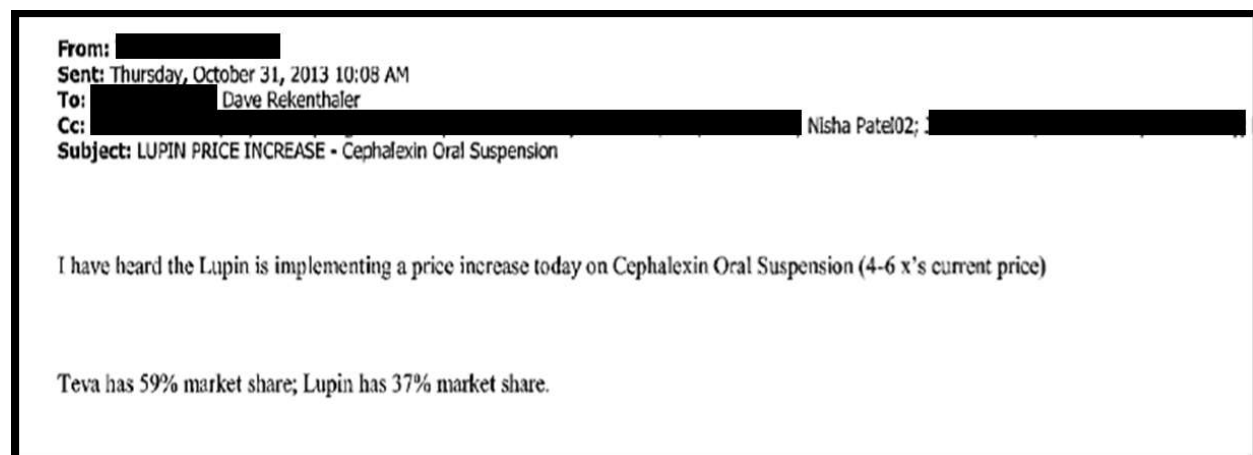
562. This did not deter Berthold; he merely went further down the Teva organizational chart to find a Teva executive to communicate with. The ongoing understanding between Teva and Lupin was institutional, not dependent upon a relationship between specific individuals. So in October 2013, when Lupin decided to raise price on Cephalexin Oral Suspension – a drug where Teva was the only other competitor in the market – Berthold already knew that Teva would follow the increase.

563. On October 14, 2013, Berthold called Rekenthaler at Teva. They ultimately spoke for sixteen (16) minutes that day. Communication was rare between those two executives. Prior to

October 14, 2013, the last (and only) time they had spoken by phone was November 21, 2011 according to the phone records produced.

564. On October 31, 2013 – the day before Lupin was scheduled to increase its price on Cephalexin Oral Suspension – Berthold also called T.S., a national account executive at Teva, to notify Teva of the price increase. He called T.S. at 9:18am that morning and left a message. T.S. returned the call at 9:57am, and the two spoke for nearly five (5) minutes.

565. Within minutes after hanging up the phone with Berthold, T.S. notified others internally at Teva about the substantial increase Lupin was about to take:



566. The Lupin increase on Cephalexin Oral Suspension actually became effective the next day, November 1, 2013 – demonstrating that T.S. had advance knowledge of the increase. Shortly thereafter, T.S. followed up her own e-mail with specific price points that Lupin would be charging for Cephalexin.

567. K.G. of Teva responded later that day, asking: "Did Lupin increase the Caps as well?" Rekenthaler answered immediately, with information he had learned from Berthold in mid-October: "Lupin did not increase the caps, only the susp[ension]."

568. On November 22, 2013, a large customer requested a bid from Teva on Cephalexin due to the Lupin price increase. T.S. forwarded the e-mail from the customer to Rekenthaler and

others with the suggestion that, because Teva already had the majority share, it should not bid for the business. K.G. agreed, and simultaneously forwarded the e-mail to Patel stating: "Nisha, let's add this to our list to discuss." Patel called Berthold the same day and left a message.

569. And discuss they did. When Patel drafted her initial list of possible price increase candidates and forwarded it to K.G. in January 2014, Cephalexin Oral Suspension was on the list. Patel coordinated the increase consistently with Berthold throughout the period.

570. On April 4, 2014, Teva raised its WAC prices on Cephalexin Oral Suspension to match Lupin's prices exactly. The increases to the WAC price ranged from 90% - 185%, depending on the formulation.

10. Clonidine-TTS Patch

571. Clonidine-TTS Patch—also known by the brand name Catapres-TTS—is a medication in the form of a transdermal patch that is used to treat high blood pressure.

572. As of September 2011, Mylan and Teva were at rough parity in the market for generic Clonidine-TTS, with Mylan having approximately 48.4% market share and Teva having approximately 44.4% market share. At the end of 2011 and beginning of 2012, however, Teva began to take more than its “fair share.”

573. In November 2011, Teva took over Mylan's business for Clonidine-TTS at Walgreens after Walgreens solicited Teva to provide a bid. Then, in late January 2012, Cardinal Health solicited a bid from Teva for a one-time-buy to cover an alleged short-term “supply disruption” that Mylan was experiencing. A few days after Teva submitted its offer to Cardinal for the one-time-buy, Cardinal asked Teva to become Cardinal's primary supplier for Clonidine-TTS. Believing that Cardinal's request was prompted by Mylan having supply issues, Teva accepted and took over the primary position at Cardinal for Clonidine-TTS.

574. On February 10, 2012, the move of Cardinal's business to Teva prompted K.G. of Teva to order his colleagues to get intelligence on the extent of Mylan's alleged supply issues. That same day, Rekenthaler called Bob Potter, a senior national accounts executive at Mylan, to obtain the information and they spoke for six (6) minutes. Later that day, Rekenthaler reported back to his Teva colleagues that, contrary to Teva's assumptions, "Mylan is back in supply" and cautioned that Teva should "tread carefully." Rekenthaler was concerned that Mylan might retaliate against Teva for taking more than its "fair share" without consulting with Mylan. With the awards from Walgreens and Cardinal, Teva was projected to have between 65%-70% market share for Clonidine-TTS.

575. To gain back some market share, Mylan challenged Teva's Clonidine-TTS business at McKesson. To de-escalate the situation, Teva "conceded the McKesson business to Mylan." Then, in April 2012, Mylan aggressively challenged Teva's Clonidine-TTS business at CVS to gain back market share and further signal its displeasure with Teva for taking the Cardinal business. Internally, Teva lamented that Mylan was "trashing the price in pretty much a two-player market." Ultimately, Teva "conceded [the CVS business] due to price."

576. Teva heard Mylan's retaliatory message loud and clear. On May 4, 2012, just a few days after losing the CVS Clonidine-TTS business to Mylan, Teva was approached by Cardinal about a different drug, Doxazosin. At the time, Mylan was the primary supplier for Doxazosin at Cardinal. Cardinal representatives told Teva that Mylan was on backorder for one of the four Doxazosin dosage strengths until the end of June 2012, but Cardinal wanted to move the entire Doxazosin line to Teva. Rather than take this business, K.G. cautioned his colleagues that Teva "will need to be cautious after what happened with Clonidine. I would rather cover them on a short-term basis where they have an issue and revisit if it becomes a more prolonged and extensive event."

577. On July 18, 2012, Eugene Cioschi, a senior Teva product manager, circulated an internal e-mail to Teva's national account managers that the "[m]arket rumor is Mylan may be having Clonidine Patch supply issues." Teva learned of this "rumor" directly from Mylan over the course of at least two calls between Green and Nesta on July 17 and the morning of July 18, 2012. Those calls lasted three (3) minutes and five (5) minutes, respectively.

578. On the morning of September 28, 2012, Nesta and Green spoke by phone at least twice, once for four (4) minutes and once for fourteen (14) minutes. On those calls, Nesta informed Green of Mylan's impending temporary exit from the Clonidine-TTS market. As expected, later in the day on September 28, 2012, Teva began getting solicitations from Mylan customers, such as Wal-Mart and CVS, seeking a bid from Teva for Clonidine-TTS because Mylan had just issued a temporary discontinuation notice.

579. Mylan's exit from the Clonidine-TTS market presented an opportunity to raise prices and collusively reallocate the market at the inflated prices when Mylan fully reentered the market. For example, in April 2012, before Mylan had challenged Teva's Clonidine-TTS business at CVS, Teva's direct invoice price to CVS for the .1mg, .2mg, and .3mg Clonidine-TTS was \$22.13, \$37.81, and \$54.41, respectively. Mylan's retaliation against Teva drove the prices for CVS down to below \$10.49, \$18.17, and \$26.51 for those dosages, respectively. Because of Mylan's exit from the market, however, when Teva took back the CVS business in October 2012, Teva was able to charge CVS a direct invoice price of \$33.28, \$56.08, and \$80.76, respectively.

580. Mylan and Teva maintained regular contact as former Mylan customers came to Teva because of Mylan's supply issues with Clonidine-TTS. For example, Teva submitted bids to CVS and Wal-Mart—which were ultimately accepted by those companies—on October 4, 2012, and October 5, 2012, respectively. In the days leading up to those bids, Teva and Mylan representatives had at least the following phone calls:

Date	Call Type	Target Name	Direction	Contact Name	Duration
10/1/2012	Voice	Rekenthaler, David (Teva)	Outgoing	B.P. (Mylan)	0:01:00
10/1/2012	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	0:00:10
10/1/2012	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	0:00:04
10/1/2012	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	0:00:06
10/1/2012	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	0:05:00
10/4/2012	Voice	Green, Kevin (Teva)	Incoming	Nesta, Jim (Mylan)	0:11:00

581. Teva and Mylan representatives continued to keep in contact going forward so that if Mylan reentered the Clonidine-TTS market, Mylan could regain market share without eroding price through competitive bidding. For example, on October 10, 2012, Green and Nesta spoke for ten (10) minutes. That same day, Cioschi of Teva sent an e-mail to Teva national account managers and other senior representatives reiterating that Teva representatives should “advise of any update to this market intelligence.”

582. In or about February 2013, Mylan relaunched Clonidine-TTS and began seeking market share. In early March 2013 Mylan sought to secure the Clonidine-TTS business at Econdisc. Rather than competitively bid for the business, Teva’s internal documents state that they chose to “concede” Econdisc back to Mylan. By April 2013 Teva also “gave up Rite Aid” and “concede[d]” McKesson to Mylan.

583. In a stark admission of Teva’s willingness to help Mylan regain market share without competition, Rekenthaler acknowledged in an internal e-mail dated February 28, 2013, that Teva was “trying to concede the Clonidine business at CVS” to Mylan. Because Teva had been able to increase the price at CVS following Mylan’s exit, Mylan gave a bid to CVS that was higher than Mylan’s “previous price prior to their supply problems.” For its part, Teva was “not going to make any effort in the form of price concessions to retain the CVS business” if CVS brought Mylan’s price challenge to Teva’s attention. CVS pushed Mylan to lower its bid in light of its prior prices but, confident that its brinkmanship would work because of Teva’s cooperation, Mylan would not do so.

Ultimately, CVS declined Mylan's bid because of Mylan's refusal to lower its bid in light of its prior pricing. Nonetheless, because Mylan's bid to CVS was not competitive—but rather an effort to allocate the market without eroding price—Teva was able to maintain artificially higher prices at CVS.

584. To carry out their scheme to allocate the Clonidine-TTS market without eroding price, representatives of Teva and Mylan remained in regular contact. In February and March 2013 alone, Teva and Mylan representatives called each other at least 33 different times and spoke for nearly 2 hours and 45 minutes.

585. By April 2013, Teva had “conceded all customers [it] plan[ned] on conceding.” Having successfully allocated the market, however, Mylan and Teva were now conspiring to raise prices on Clonidine-TTS. On April 8, 2013, J.L., a marketing manager at Teva, reported internally to his Teva colleagues, including Rekenthaler, that Mylan had agreed to raise prices:

From: [REDACTED]
Sent: Tuesday, April 09, 2013 2:24 PM
To: [REDACTED]; Dave Rekenthaler
Cc: [REDACTED]
Subject: Clonidine - Mylan Challenges
Importance: High

Kevin / Dave,

Do we have a target share percentage we want to maintain/concede now that Mylan is back in supply?

We just gave up Rite Aid which was worth ~5% of our business and we also have a challenge from Omnicare which is also worth ~5%. We received the Omnicare challenge yesterday.

Based on a discussion with Kevin Green, Mylan would follow a price increase.

586. Green knew that Mylan would follow a price increase on Clonidine-TTS because earlier that day, Green had two phone calls with Nesta (Mylan), with one lasting one (1) minute and the other lasting eight (8) minutes. In a follow up call the following day between Green and Nesta

lasting eleven (11) minutes, Mylan and Teva reconfirmed their agreement that Mylan would follow a Teva price increase on Clonidine-TTS.

587. On May 6, 2014, Actavis was granted approval to market Clonidine-TTS. Teva and Actavis immediately commenced an extensive negotiation over price and market share. Rekenthaler and Falkin spoke by phone three times that day for fifteen (15) minutes, one (1) minute, and three (3) minutes, respectively.

588. The next day, Rekenthaler announced to his colleagues that Actavis was entering the market. K.G. of Teva responded by requesting that Patel come up with a recommendation as to which customers Teva should concede to Actavis. At the same time, Teva employees bemoaned Actavis's "ridiculous" low pricing for a new entrant, saying that price "is already eroded here."

589. On May 8, 2014, Teva personnel accelerated their efforts to convince Actavis to revise its pricing and market share plans for Clonidine-TTS to more acceptable levels with an even more intensive flurry of phone calls. On that day, Rekenthaler spoke to Falkin three more times (5-, 10-, and 8-minute calls). Patel spoke to Rogerson at Actavis four times, the last call coming at 9:54 am. At 10:02 am, she informed her colleagues of the results of the negotiations, instructing them: "Please concede Ahold and HEB."

590. The following day, May 9, 2014, Patel learned from yet another customer of a "competitive price challenge" on this drug. Suspecting the source of the challenge was Actavis, Patel called Rogerson three times. Following those conversations, Patel informed her colleagues that Actavis wanted 25% of the market. She also stated that Actavis would likely want 10%-15% of that share from Teva. During those conversations, she also likely conveyed her displeasure to Rogerson about how low Actavis's pricing was, because not long after those phone calls, she conveyed to her supervisor, K.G., that "I just found out that Actavis rescinded their offer." Shortly after that, Patel

also learned that Actavis had “resent all of their offer letters at pricing that is higher than our [Teva’s] current.”

591. Rekenthaler described to his colleagues the agreement he was willing to strike with Actavis over market share, saying: “I’m okay with adjusting 15% but we’re not going to play any games with them. They take the 15% and I don’t want to hear about this product again.” Teva’s senior sales executive, T.C., cautioned him on the importance of maintaining a cooperative stance towards this competitor, saying: “now, now Mr. Rekenthaler play nice in the sand box If history repeats itself activist [sic] is going to be responsible in the market...”

592. The market share give-and-take between Teva and Actavis continued over the coming weeks, with Teva conceding accounts to the new entrant in order to allow Actavis to achieve its fair share of the market for Clonidine-TTS. On May 14, 2014, for example, Patel told colleagues that Teva must be “responsible” and concede a particular wholesaler’s account to Actavis. On May 17, 2014, Teva conceded a large retailer account to Actavis. On May 20, 2014, Patel again declined to bid at another customer due to the new entrant Actavis, stating: “We are trying to be responsible with share and price.”

593. When L.R., Teva’s analytics manager, recommended giving up yet another Clonidine-TTS account to Actavis on May 23, 2014, after several conversations between Patel and Rogerson the prior day, K.G. of Teva reluctantly approved, saying: “[o]kay to concede, but we are getting to the point where we will not be able to concede further.”

11. Clomipramine HCL

594. Clomipramine HCL, also known by the brand name Anafranil, is used for the treatment of obsessive-compulsive disorder, panic disorder, major depressive disorder, and chronic pain.

595. In addition to Sandoz and Mylan, Taro also manufactured Clomipramine HCL. Indeed, it was Taro that led a price increase on this product on May 1, 2013. The price increase was striking – more than a 3,440% increase to Taro's WAC pricing on certain formulations.

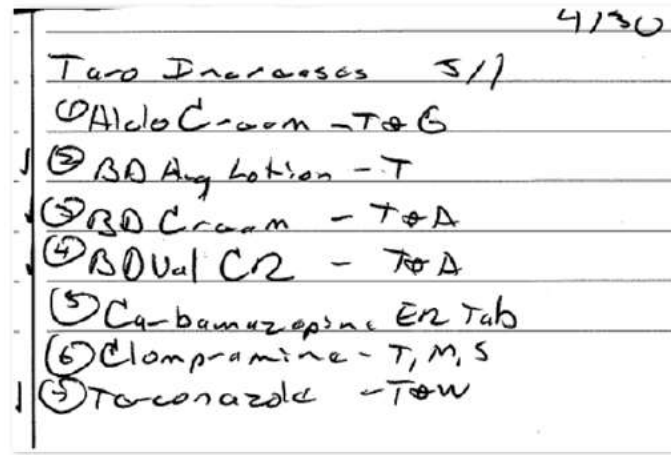
596. In the weeks leading up to the Taro price increase on Clomipramine HCL, Aprahamian of Taro spoke several times with both CW-3 at Sandoz and M.A., a national account manager at Mylan. In fact, on several occasions during this time period,

597. Aprahamian hung up the phone with one competitor and immediately called the next. At the same time, CW-4 of Sandoz was also speaking with D.S., a senior sales and national account executive at Taro. During these conversations, Taro, Sandoz, and Mylan agreed to raise the price of Clomipramine HCL. Certain of these phone calls are detailed in the table below:

Date	Time	Direction	Target Name	Contact Name	Call Type	Duration
4/2/2013	6:12:00	Incoming	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:06:00
4/2/2013	12:56:00	Outgoing	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:06:00
4/4/2013	10:00:00	Outgoing	Aprahamian, Ara (Taro)	M.A. (Mylan)	Voice	0:15:00
4/4/2013	10:15:00	Outgoing	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:02:00
4/4/2013	10:16:00	Outgoing	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:06:00
4/9/2013	5:51:00	Incoming	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:07:00
4/9/2013	9:50:45	Incoming	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:00:06
4/15/2013	5:26:00	Outgoing	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:18:00
4/15/2013	5:49:00	Incoming	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:01:00
4/15/2013	11:58:00	Incoming	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:09:00
4/16/2013	14:38:00	Outgoing	CW-3 (Sandoz)	Aprahamian, Ara (Taro)	Voice	0:01:00
4/16/2013	11:04:00	Outgoing	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:11:00
4/17/2013	6:12:00	Outgoing	D.S. (Taro)	CW-4 (Sandoz)	Voice	0:12:00
4/17/2013	6:24:00	Incoming	D.S. (Taro)	CW-4 (Sandoz)	Voice	0:02:00
4/17/2013	11:15:00	Outgoing	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:04:00
4/19/2013	10:28:00	Incoming	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:13:00
4/19/2013	10:41:00	Outgoing	Aprahamian, Ara (Taro)	M.A. (Mylan)	Voice	0:01:00
4/19/2013	15:13:00	Outgoing	CW-3 (Sandoz)	Aprahamian, Ara (Taro)	Voice	0:01:00
4/19/2013	11:30:00	Outgoing	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:09:00
4/22/2013	5:43:00	Incoming	Aprahamian, Ara (Taro)	M.A. (Mylan)	Voice	0:04:00
4/24/2013	7:42:00	Outgoing	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:01:00
4/24/2013	13:34:00	Outgoing	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:05:00
4/25/2013	15:43:00	Outgoing	CW-3 (Sandoz)	Aprahamian, Ara (Taro)	Voice	0:01:00
4/26/2013	7:30:00	Outgoing	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:08:00
4/30/2013	11:50:00	Incoming	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:14:00
4/30/2013	13:37:00	Incoming	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:02:00

598. CW-3 of Sandoz also took contemporaneous notes of some of his conversations with competitors. For example, after speaking with Aprahamian of Taro twice on April 30, 2013,

CW-3 made the following notes identifying Clomipramine HCL as one of the products that Taro planned to increase on May 1st:



599. Indeed, there are notations in CW-3's notebook that demonstrate that he began communicating with Aprahamian about Taro's May 1 increase as early as April 2, 2013.

600. As part of the agreement to raise prices and not poach each other's customers on Clomipramine HCL, Sandoz consistently refused to bid for Taro's customers after Taro raised its price. For example, on April 30, 2013, Publix e-mailed Sandoz stating that it had received a price increase letter from Taro regarding several Sandoz overlap products, including Clomipramine HCL, and asked whether Sandoz wanted to bid for the business. Kellum e-mailed CW-4 stating "I'm not inclined to do anything here as these may be opportunities for us. We can blame supply if these are in fact opps for us." CW-4 replied, "Agreed! Especially the opportunities for us part!"

601. Taro did agree to concede one customer to Sandoz so that the competitor could achieve its fair share of the market. On May 1, 2013, Rite Aid e-mailed Sandoz asking for a bid on Clomipramine HCL. Kellum responded: "I want to raise price and perhaps pick up share here if possible. [CW-4] try to keep Rite Aid warm and let them know we are evaluating but need to assess supply etc. . . ."

602. The next day, on May 2, 2013, Aprahamian of Taro called CW-3 at Sandoz and they spoke for five (5) minutes. CW-3 hung up the phone and then immediately called Kellum. The two spoke for eight (8) minutes. First thing the next morning – on May 3, 2013 – CW-3 called Aprahamian back and they spoke for another five (5) minutes. Within about a half hour, CW-3 again contacted Kellum and spoke for two (2) minutes. Later that day, CW-4 of Sandoz e-mailed Kellum regarding an upcoming call with Rite Aid stating: "[w]hen we speak to the clomipramine – let's reiterate we need to keep it on the DL from taro as long as possible. . . . like we don't already know the cat's out of the bag."

603. Ultimately, Sandoz was awarded the Clomipramine HCL business at Rite Aid. When Rite Aid notified Taro, Aprahamian forwarded the e-mail to M.P., Chief Commercial Officer at Taro, stating "[a]s expected Rite Aid moving Clomipramine."

604. Mylan was the next to increase price on Clomipramine HCL. On May 16, 2013, Mylan increased to the same WAC per unit cost as Taro. In the days leading up to the Mylan price increase, all three competitors were in in contact with each other coordinate efforts. Some of these calls are detailed in the table below:

Date	Direction	Target Name	Contact Nam	Call Type	Duration
5/8/2013	Outgoing	Aprahamian, Ara (Taro)	M.A. (Mylan)	Voice	0:01:00
5/8/2013	Outgoing	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:08:00
5/8/2013	Outgoing	Nesta, James (Mylan)	CW-4 (Sandoz)	Voice	0:03:20
5/8/2013	Incoming	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:09:00
5/10/2013	Outgoing	Aprahamian, Ara (Taro)	M.A. (Mylan)	Voice	0:01:00
5/10/2013	Outgoing	Aprahamian, Ara (Taro)	M.A. (Mylan)	Voice	0:01:00
5/10/2013	Incoming	Aprahamian, Ara (Taro)	M.A. (Mylan)	Voice	0:06:00
5/13/2013	Outgoing	Nesta, James (Mylan)	CW-4 (Sandoz)	Voice	0:04:06
5/14/2013	Outgoing	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:02:00
5/14/2013	Incoming	Aprahamian, Ara (Taro)	CW-3 (Sandoz)	Voice	0:09:00
5/15/2013	Outgoing	Aprahamian, Ara (Taro)	M.A. (Mylan)	Voice	0:01:00
5/15/2013	Incoming	Aprahamian, Ara (Taro)	M.A. (Mylan)	Voice	0:02:00
5/16/2013	Outgoing	D.S. (Taro)	CW-4 (Sandoz)	Voice	0:22:00
5/17/2013	Outgoing	D.S. (Taro)	CW-4 (Sandoz)	Voice	0:01:00
5/17/2013	Incoming	D.S. (Taro)	CW-4 (Sandoz)	Voice	0:02:00
5/17/2013	Incoming	D.S. (Taro)	CW-4 (Sandoz)	Voice	0:01:00

605. On July 3, 2013, HEB Pharmacy informed Taro that Mylan was on back order for Clomipramine HCL and asked Taro to bid for the business. Aprahamian responded that he was “[n]ot inclined to take on new business. Wholesalers have product, let them pull from there temporarily and we can certainly review if shortage persists. Don’t want to over react to this product. Not sure how long Mylan is out.”

606. On July 16, 2013, CW-4 of Sandoz sent the July 2013 E-mail identifying Clomipramine HCL as a Mylan price increase product. By this time, Sandoz knew that Mylan had increased its price on this product.

607. On July 20, 2013, Taro received a “Watch List” notification that Sandoz was increasing prices on Clomipramine HCL. Aprahamian forwarded the notice to M.P. stating, “FYI, Sandoz is in the market (and adjusted price to match ours) now with product as expected. Don’t want to alert the reps as they could overreact. The did take Rite Aid as you know. Will see what happens from here.”

608. Two days later – on July 22, 2013 – Sandoz increased its WAC pricing to match the per unit cost of Taro and Mylan.

609. On August 5, 2013, Walgreens – a Mylan customer – emailed Sandoz and requested a bid on Clomipramine HCL. S.G., a national account executive at Sandoz, sent an internal e-mail asking “[s]hould we consider a 25% share of their business?” Kellum responded negatively, based on the agreement in place with Mylan, stating “[t]hat is tempting but I worry very disruptive.” On August 6, 2013, Nesta of Mylan called CW-4 at Sandoz twice. Both calls lasted less than a minute (likely voicemails). The next day, on August 7, 2013, S.G. replied to Kellum’s e-mail stating: “[b]ased upon your concerns, I will kill this unless I hear otherwise from you.”

610. In October 2013, CW-4 and Nesta spoke by phone several times. At least some of these calls are detailed in the chart below:

Date	Direction	Target Name	Contact Name	Call Type	Duration
10/3/2013	Outgoing	Nesta, James (Mylan)	CW-4 (Sandoz)	Voice	0:00:00
10/3/2013	Outgoing	Nesta, James (Mylan)	CW-4 (Sandoz)	Voice	0:02:09
10/4/2013	Incoming	Nesta, James (Mylan)	CW-4 (Sandoz)	Voice	0:00:00
10/4/2013	Incoming	Nesta, James (Mylan)	CW-4 (Sandoz)	Voice	0:10:56
10/4/2013	Outgoing	Nesta, James (Mylan)	CW-4 (Sandoz)	Voice	0:00:24
10/4/2013	Outgoing	Nesta, James (Mylan)	CW-4 (Sandoz)	Voice	0:00:05
10/4/2013	Outgoing	Nesta, James (Mylan)	CW-4 (Sandoz)	Voice	0:00:00
10/14/2013	Incoming	Nesta, James (Mylan)	CW-4 (Sandoz)	Voice	0:11:19

611. After this series of calls, during the morning of October 15, 2013, CW-4 of Sandoz called Kellum. The call lasted one minute. Approximately one half hour later, Kellum e-mailed McKesson and asked if Sandoz could submit a bid for Clomipramine HCL.

612. On October 23, 2013, Sandoz submitted a bid to McKesson and the customer responded that a reduction was needed to bring the pricing in line with their current supplier, Taro. CW-1 was surprised and forwarded the request to CW-4, copying Kellum, stating: "I thought we were taking McKessons Clomipramine from Mylan? Per below it appears that they have Taro on the 90s." CW-4 responded, "Hey, I'm only as good as my intel . . . which should have been good."

613. In December 2013, Sandoz received an inquiry from a Bloomberg reporter who questioned the propriety of the large increases that Sandoz had taken in recent months on a whole host of drugs, including Clomipramine HCL and several other drugs at issue in this Complaint. After several conversations with antitrust counsel, Kellum prepared the following response to Bloomberg with regard to Clomipramine HCL:

Here are the details on our price increase for Clomipramine.

- 1) On July 22, 2013 We raised WAC by the following %'s
25mg 2,778%
50m 2,325%
75mg 1,778%
- 2) We were not the first to raise the price but rather followed Mylan and Taro when we learned they had taken a price increase which we first learned from the pricing services we subscribe to "Analysource" (First Databank) and Prospectorr (Gold Standard).
- 3) We had a very small market share (1%) and have since gained ~15% market share Rite Aid and Mckesson by providing lower prices than their incumbent suppliers (Taro and Mylan/Taro).

614. As is clear from the above allegations, Kellum's statement was a lie. In reality, Sandoz had raised its prices after coordinating the increases with Taro and Mylan in advance, and stayed true to its commitments to keep those prices high.

12. Cyproheptadine HCL

615. Cyproheptadine is an antihistamine used to relieve allergy symptoms such as watery eyes, runny nose, itching eyes/nose, sneezing, hives, and itching.

616. During the relevant time frame, Teva and Breckenridge were the primary manufacturers of Cyproheptadine HCL Tablets. Impax joined the market in August 2015.

617. On November 14, 2013, Breckenridge increased its pricing on Cyproheptadine HCL Tablets.²⁵ For Cyproheptadine, Breckenridge increased its WAC pricing by as high as 150% and raised its customer contract pricing even higher – 400%.

618. In the weeks leading up to that increase – when Patel was still out on maternity leave – Rekenhtaler had several phone calls with Dave Nelson at Breckenridge to coordinate the price increases. The two spoke twice on October 14, 2013, and had a twenty-six (26) minute call on

October 24, 2013. After those calls, they did not speak again until mid- January 2014, when Teva began preparing to implement its increase.

619. Over the next several months – during the period of time before Teva was able to follow the Breckenridge price increases – Teva followed the “fair share” understanding to the letter.

620. Teva had approximately 54% share of the market for Cyproheptadine HCL, in a two-player market. For that drug, Teva consistently refused to bid or take on any additional market share after the Breckenridge increase. For example, on February 7, 2014, a customer gave Teva an opportunity to pick up new business on Cyproheptadine. When she learned the news, Patel called S.C. at Breckenridge. They ended up speaking twice that day – the first and only phone calls ever between them. After speaking to S.C., Patel sent the following e-mail regarding the customer’s request:

From: Nisha Patel02
Sent: Fri 2/07/2014 2:46 PM (GMT-05:00)
To: [REDACTED]
Cc: [REDACTED]
Bcc: [REDACTED]
Subject: RE: Possible Indirect Additions - Safeway # 10769, 70, 71 & 72

Let's hold off on providing a bid. We can provide a bid when we are in a position to do so (post increase).

621. On April 4, 2014, Teva followed the Breckenridge price increase with substantial increases of Cyproheptadine HCL Tablets (contract increases of as much as 526%). In addition, Teva increased the WAC price on Cyproheptadine HCL Tablets by as much as 95% — to exactly match Breckenridge’s WAC price.

622. In late summer of 2015, Impax entered the market. Rather than compete for customers by offering better prices, Impax announced a higher list price than either Teva or Breckenridge. Even with higher prices, Impax was able to gain market share, as contemplated by the fair share agreement between Teva, Breckenridge, and Impax.

623. Throughout this period, Teva, Breckenridge and Impax met at trade conferences and communicated directly with each other in furtherance of their price-fixing agreements on Cyproheptadine HCL Tablets and their fair share agreement.

624. For example, in the weeks before Breckenridge announced enormous list price increases for Cyproheptadine HCL Tablets in November 2013, Breckenridge and Teva communicated directly with each other. Teva's Rekenhaller had several phone calls with Nelson, Director of Sales at Breckenridge. The two spoke again in mid-January 2014, right around when Teva was preparing its own list price increase for Cyproheptadine HCL.

625. Breckenridge's large price increase created an opportunity for Teva to win new customers with better prices. But, because of its agreement with Breckenridge, it did not do so. For example, when a potential new customer for Cyproheptadine HCL contacted Teva in February 2014, Teva's Patel promptly called S.C., National Director of Sales, at Breckenridge, after which, Teva declined to submit a bid until after Teva had increased its price.

626. In the summer of 2015, Impax was preparing to enter the market. On July 20, S.C., Breckenridge's National Director of Sales, and M.G., Impax's Senior National Account Manager, exchanged text messages. On July 31, 2015, Impax announced list (WAC) prices even higher than those of Teva or Breckenridge.

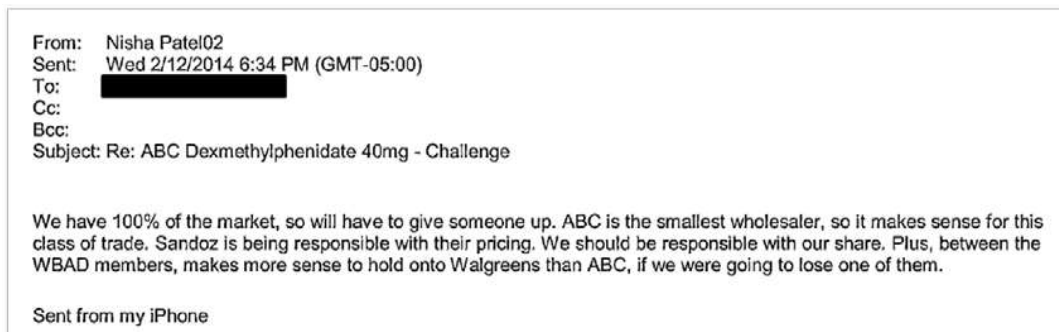
13. Dexmethylphenidate HCL ER

627. Dexmethylphenidate HCL Extended Release ("Dexmeth ER") is a generic version of the drug Focalin, and it is used to treat attention deficit hyperactivity disorder (ADHD).

628. As Sandoz was preparing to enter the market on the 40mg strength of Dexmeth ER in February 2014, Patel of Teva spoke frequently with CW-1 at Sandoz about how to divide the market so that Sandoz could obtain its fair share without significantly eroding the price. On February 10, 2014, for example, CW-1 began internal preparations to pursue the Rite Aid account

for Dexmeth ER 40mg. Later that night, CW-1 called Patel and the two spoke for more than thirteen (13) minutes. On February 18, Patel left a voicemail for CW-1. That same day, Teva conceded the Rite Aid account to Sandoz. Patel and CW-1 then spoke again by phone on February 20, 2014.

629. Similarly, on February 12, 2014, Sandoz submitted a bid to ABC for the 40mg strength of Dexmeth ER. After Patel spoke with CW-1 on February 10 and again on February 12, 2014, Teva agreed to let Sandoz have the business. In an e-mail to her team on February 12, Patel summarized the understanding that Teva had reached with Sandoz:



630. One of the Teva national account managers on the e-mail responded by confirming that the approach “makes total sense.”

631. On February 14, 2014, Teva also refused to lower its price for Dexmeth ER when approached by a GPO customer, Anda, even though Sandoz’s price was not significantly lower than Teva’s – essentially conceding the business to Sandoz.

632. Further, on February 20, 2014, another large retail customer approached Teva indicating that because a new competitor had launched for Dexmeth ER, the customer was entitled to certain price protection terms (i.e., a lower purchase price for the drug). Patel spoke to CW-1 the same day for almost twenty-one (21) minutes. The next day, February 21, Patel responded internally about the customer’s request, with additional inside information from Sandoz, stating: “[t]he

competitor (Sandoz) has not yet shipped. The new price will become effective on and the price protection should be calculated on the date that Sandoz ships. The expected date is 2/28/14.”

633. Par also abided by the fair share agreement, agreed to cede share to Sandoz when faced with a decision to do so.

634. Again, to coordinate fair share, Rekenthaler of Teva was speaking to the Vice President of National Accounts at Par, right around the same time that Patel had been speaking to Sandoz Associate Director of Pricing, to confirm their agreement.

635. Also on February 21, 2014, Patel sent a calendar invite to Rekenthaler and other team members for a meeting on February 24 where one of the topics to be discussed was “Post Launch Strategy” for “Dexmethylphenidate 40mg: Sandoz (AG) entering market.” Not surprisingly, she called CW-1 a few days later, on February 27, to further coordinate about Dexmeth ER.

636. Throughout this time period, Sandoz abided by fair share principles and its ongoing understanding with Teva. In February 2014, Sandoz’s target market share for varying strengths of Dexmeth ER varied by how many manufacturers were in the market. Teva and Sandoz were not alone in allocating customers for certain formulations of Dexmeth ER. The agreement was also carried out by other manufacturers allowing Sandoz to take share from them. In February 2014, for example, as Sandoz was seeking share on the 15mg dosage strength of Dexmeth ER, Par “gave up the business to keep the market share even.” As Sandoz was entering the market, Rekenthaler of Teva was speaking to M.B., a senior national account executive at Par, right around the same times that Patel had been speaking to CW-1 – including two calls on February 10 (18 and 3 minutes), two (2) calls on February 19 (2 and 22 minutes), and calls on February 24 and 25, 2014 – in order to effectuate the scheme.

637. The market allocation scheme between Teva and Sandoz on Dexmeth ER continued through at least mid-2015. On May 6, 2015, for example, Teva declined to submit a bid to

Walgreens for Dexmeth ER 5mg on the basis that “there is equal share in the market between competitors.” Similarly, on June 30, 2015, Sandoz declined to put in a bid to Managed Health Care Associates, a large GPO, on Dexmeth ER 20mg, on the basis that Sandoz already had 57% market share – greater than its sole competitor on this dosage strength, Teva. When a Sandoz national account representative communicated this decision to the customer, he lied and explained that the decision not to bid was based on limited supply. In fact, it was because of the fair share agreement between Teva, Sandoz and Par.

638. As a result of the agreement and anticompetitive coordination between Teva, Sandoz, and Par, prices for Dexmeth ER were higher than they would have been in a competitive market.

14. Dextroamphetamine Sulfate ER Tablets and Capsules

639. Dextroamphetamine Sulfate Extended Release, also known by the brand name Dexedrine® and sometimes referred to as “Dex Sulfate XR,” is a medication used to stimulate the central nervous system in the treatment of hyperactivity and impulse control.

640. During the relevant time frame, Actavis, Teva, Impax, and Mallinckrodt were the primary manufacturers of Dextroamphetamine Sulfate ER capsules, with Teva having by far the largest share as the first generic entrant; Teva, Mallinckrodt and Aurobindo were the primary manufacturers of Dextroamphetamine Sulfate Tablets.

641. For years, Teva was effectively the sole supplier of Dextroamphetamine Sulfate capsules and tablets, Mallinckrodt, which had been a supplier of both products, exited both markets in late 2008. Without competitive pressure to keep prices low, Teva slowly and steadily raised prices. Eventually, however, both the capsule market and the tablet market attracted additional manufacturers. Typically, this would have driven prices lower; the addition of suppliers tends to spur price competition which drives down prices. Here, however, because of Defendants’ fair share

agreement, the addition of suppliers to the market caused the prices of Dextroamphetamine Sulfate capsules and tablets to skyrocket.

642. In the ER capsule market, Impax was the first to enter in the fall of 2011. In anticipation of Impax's entry, Teva announced a large list (WAC) price increase in August 2011. Teva immediately raised the prices it charged customers, and its NSP prices shot up steeply. When Impax entered the market, rather than offer lower prices to win customers, it matched Teva's market prices. Impax did not announce list (WAC) prices until much later, but when it did so, they were even higher than Teva's.

643. Similarly, when Mallinckrodt re-entered the ER capsule market in the summer of 2012, it did so at the high prices that Teva and Impax already had coordinated. Even before it began shipping product, Mallinckrodt announced list (WAC) prices in April 2012 that matched Teva's, and which were more than five times higher than Mallinckrodt's former prices for Dextroamphetamine Sulfate ER capsules.

644. Not long after Mallinckrodt entered the ER capsule market, it also re-launched its Dextroamphetamine Sulfate tablet products. The same pattern as the capsule market followed. In anticipation of Mallinckrodt's entry, Teva drastically increased its prices. At the end of July 2012, Teva increased its list (WAC) prices on tablets by more than 800%. Within weeks, Mallinckrodt matched the price increase. As it had done with capsules, rather than offer lower prices to win customers, Mallinckrodt coordinated with Teva to impose higher prices.

645. In 2014, Actavis joined the ER capsule market and Aurobindo joined the tablet market. Like Mallinckrodt and Impax before them, they eschewed price competition and instead announced identical list (WAC) prices as Teva and Mallinckrodt. Adding yet another supplier to the capsule and tablet markets did not drive prices back down to a competitive level. Instead, the fair share agreement kept prices high.

646. Throughout this period, Defendants monitored their fair share agreement, and made sure to cede share where necessary to keep prices high. For example, in January 2013, Teva was confronted with a request for pricing from a large customer that had been approached by Mallinckrodt. This prompted Teva to assess fair shares of the tablet market. Teva's David Rekenthaler pointed out that Teva was expecting to cede share to Mallinckrodt. Teva's Senior Director of Sales signed off on the concession. By ceding customers, Teva ensured that each manufacturer obtained a fair share of the market, and all manufacturers ensured that prices for Dextroamphetamine Sulfate remained high.

647. Similarly, in February 2014, Teva again recognized the need to walk away from business in order to maintain fair shares and higher prices. The underlying premise of the fair share agreement—less sales but higher prices—continued to work throughout the period.

648. The NSP and list (WAC) pricing data shows the large and sustained price increases for Dextroamphetamine Sulfate capsules and tablets. Note: Dextroamphetamine Sulfate capsules and tablets come in a number of dosages, which all exhibit highly similar pricing patterns.

649. Throughout this period, Teva, Mallinckrodt, Impax, Actavis and Aurobindo met at trade conferences and communicated directly with each other in furtherance of their price-fixing agreement on Dextroamphetamine Sulfate and the fair share agreement.

650. For example, representatives from Teva and Impax attended the NACDS 2011 Pharmacy & Technology Meeting in Boston on August 27 to 30, 2011, shortly before Impax entered the Dextroamphetamine Sulfate ER capsule market in September 2011 at the inflated prices that Teva had recently imposed.

651. Similarly, representatives of Mallinckrodt and Teva attended the HDMA 2012 Business and Leadership Conference in San Antonio on June 13, 2012, not long before Teva

announced list (WAC) price increases on Dextroamphetamine Sulfate Tablets in July that Mallinckrodt quickly followed.

652. Defendants also communicated directly with each other by phone to coordinate pricing. For example, in January and February 2014—when Aurobindo was entering the market for Dextroamphetamine Sulfate Tablets, Teva’s Rekenthaler spoke to R.C., the CEO of Aurobindo multiple times.

653. On June 19, 2014, as Actavis was entering the market for Dex Sulfate XR, Patel reviewed a profitability analysis for that drug and asked Rekenthaler what share of the market Actavis was targeting. Rekenthaler responded: “20-25%.” Rekenthaler knew Actavis’s market share goals because he and Falkin of Actavis had spoken twice by phone that morning – once for more than eleven (11) minutes and again for more than nine (9) minutes.

654. Five days later on June 24, 2014, Teva employee S.B. confirmed to her colleagues in an e-mail that Actavis had entered the market for Dex Sulfate XR. She remarked that Teva had a 72.2% share of this “multi-player market” and thus recommended giving up a large customer to Actavis and reducing Teva’s market share to 58.3% – in accordance with the industry understanding to allocate the market, and Teva’s ongoing agreement with Actavis. Later internal e-mails confirmed Teva’s decision to concede that customer to Actavis because “Actavis is entering the market and seeking share.”

655. Once again, when Aurobindo entered the market for tablets in mid-2014, Teva again conceded share to the new entrant, and communicated to Aurobindo which customers it would concede. Moreover, these communications with Aurobindo overlapped with collusion between the two companies (and others) with respect to Glyburide and other drugs during this same timeframe.

15. Diclofenac Potassium Tablets

656. Diclofenac Potassium, also known by the brand name Cataflam, among others, is a non-steroidal anti-inflammatory drug (NSAID) used to relieve pain and swelling.

657. During the relevant time frame, Teva, Mylan and Sandoz were the primary manufacturers of Diclofenac Potassium Tablets.

658. For years, the prices for Diclofenac Potassium Tablets were relatively low and stable. In late 2012, however, Mylan, Teva and Sandoz began a series of coordinated price increases that resulted in list (WAC) prices that nearly doubled the prior levels, and NSP prices that were many multiples of the former prices. The list and NSP pricing data shows the sustained price increases imposed by Mylan, Teva and Sandoz.

659. Throughout this period, Mylan, Teva and Sandoz met at trade conferences and communicated directly with each other in furtherance of their price-fixing agreements on Diclofenac Tablets and their fair share agreement.

660. For example, on August 9, 2013, Teva raised its list price on Diclofenac Potassium (along with several other drugs) to match that of Mylan. See Section V.F.181.e. Over the previous months, Teva had been raising its prices to customers (NSP prices) but had not yet raised its list price.

661. As with numerous other drugs during this period, Teva coordinated with Mylan and Sandoz before announcing a price increase. For example, Green (Teva) spoke to Nesta (Mylan) multiple times between August 1 and August 8, 2013. The day before the price increase went into effect – August 8, 2013, Patel called Nesta of Mylan twice and also called a contact at Sandoz.

662. Also, on August 28, 2014, Teva again raised list prices on Diclofenac Potassium Tablets (and several other drugs). See Section V.F.181.i. This time it was the first manufacturer to increase prices. Leading up to the price increase, Patel and Rekenthaler were communicating with

Mylan and Sandoz to coordinate. For example, Rekenthaler spoke to Nesta on August 4, 7, 11 (2 calls), 18 (2 calls), and 21. Patel spoke to a contact at Sandoz on August 11, 26, 27 (2 calls), and 28, 2014.

663. The coordination worked. Sandoz followed Teva's price increases on Diclofenac Potassium Tablets and announced an identical list price approximately 6 weeks later on October 10, 2014. Mylan followed, also matching Teva and Sandoz's list prices, on March 4, 2015. Rekenthaler coordinated with Nesta of Mylan during two phone calls on February 18 and one call on February 19, 2015.

16. Dicloxacillin Sodium

664. Dicloxacillin Sodium, also known by the brand name Dycill, is a medication used to treat a broad variety of bacterial infections.

665. During the relevant time frame, Defendants Teva and Sandoz were the primary manufacturers of Dicloxacillin Sodium.

666. Teva increased prices on various drugs on April 4, 2014, including Dicloxacillin Sodium. As with Bumetanide, the increase on Dicloxacillin Sodium was coordinated via calls between Patel and the Associate Director of Pricing at Sandoz in March and April of 2014.

17. Diflunisal

667. Diflunisal, also known by the brand name Dolobid, is a nonsteroidal anti-inflammatory drug (NSAID) used to treat mild to moderate pain, and to relieve symptoms of arthritis, such as inflammation, swelling, stiffness, and joint pain.

668. As of March 2014, non-defendant Rising had 21% market share in a two-player market with Teva.

669. In late 2013 and early 2014, Teva's Rekenthaler and the Senior Vice President of Sales and Marketing at Rising coordinated pricing and fair shares in the Diflunisal market. For

example, on December 5, 2013, Rekenthaler spoke to CW-2 of Rising for fourteen (14) minutes.

They also spoke by phone on March 17, 2014, and March 31, 2014.

670. When Patel sent her initial list of “Increase Potentials” to K.G. on January 14, 2014, Diflunisal was on the list, with Teva expecting to lead the increase.

671. Teva and Rising continued to coordinate the increase over the next several months. For example, when Patel sent a nearly final list of “PI Candidates” to her supervisor K.G. on March 17, 2014, she included the following notation about Diflunisal:

Diflunisal

Shared only with Rising

672. That same day, Rekenthaler spoke with CW-2 twice. During those calls, CW-2 informed Rekenthaler that Rising was having supply problems for Diflunisal and might be exiting the market at some point in the future. CW-2 confirmed that it would be a good opportunity for Teva to take a price increase.

673. Rekenthaler and CW-2 spoke once again on March 31, 2014, shortly before the Teva price increase for Diflunisal. On April 4, 2014, Teva increased its WAC pricing on Diflunisal by as much as 30%, and its contract pricing by as much as 182% for certain customers.

674. Rising ultimately exited the Diflunisal market for a short period of time starting in mid-July 2014. When Rising decided to exit the market, CW-2 called Rekenthaler to let him know. Four months later – when Rising’s supply problems were cured – Rising re- entered the market for Diflunisal. Consistent with the fair share principles and industry code of conduct among generic drug manufacturers discussed more fully above, CW-2 and Rekenthaler spoke by phone on several occasions in advance of Rising’s re-entry to identify specific customers that Rising would obtain and, most importantly, to retain the high pricing that Teva had established through its price increase on

April 4, 2014. On December 3, 2014, Rising re-entered the market for Diflunisal Tablets. Its new pricing exactly matched Teva's WAC price increase from April 2014.

18. Ethinyl Estradiol / Desogestrel (Kariva)

675. Desogestrel/Ethinyl Estradiol ("Kariva") is a combination pill containing two hormones: progestin and estrogen. This medication is an oral contraceptive known by various brand names such as Viorele and Mircette.

676. During the relevant period, Actavis, Glenmark, and Teva were the primary manufacturers of Kariva.

677. During the morning of May 19, 2014, Patel learned that Glenmark had bid a low price for its own version of Kariva - Viorele - at Publix, a retail pharmacy purchaser. S.B., an analyst at Teva, e-mailed Patel a list of suggested re-bid prices to send to Publix for various drugs, including Kariva. The chart included a suggested re-bid price for Kariva of \$76.14 - which was \$52.64 higher than the \$23.50 price that Glenmark had offered Publix.

678. This sparked a flurry of communications that same day between Patel and three different Glenmark representatives - Brown and Grauso, and Jessica Cangemi, a sales and marketing executive at Glenmark - as set forth below:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
5/19/2014	Voice	Patel, Nisha (Teva)	Outgoing	Grauso, Jim (Glenmark)	11:46:15	0:00:00
5/19/2014	Voice	Patel, Nisha (Teva)	Outgoing	J.C. (Glenmark)	11:47:03	0:24:09
5/19/2014	Voice	Patel, Nisha (Teva)	Incoming	Brown, Jim (Glenmark)	12:21:00	0:12:53
5/19/2014	Voice	Patel, Nisha (Teva)	Incoming	Brown, Jim (Glenmark)	13:37:08	0:00:00
5/19/2014	Voice	Patel, Nisha (Teva)	Incoming	Brown, Jim (Glenmark)	13:37:31	0:00:26
5/19/2014	Voice	Patel, Nisha (Teva)	Outgoing	Brown, Jim (Glenmark)	13:50:15	0:06:51

679. Patel also spoke with Rogerson at Actavis that same day (May 19). In fact, Patel was regularly in contact with Rogerson throughout May. The two spoke on at least May 8, 9, 12, 19 and 22.

680. After this flurry of communications between the two competitors, Patel decided that Teva would offer Publix a re-bid price with a nominal 10% reduction off the originally proposed re-bid price of \$76.14 - virtually guaranteeing that the business would be awarded to Glenmark.

19. Ethinyl Estradiol / Drospirenone (Ocella)

681. Drospirenone and ethinyl estradiol, commonly known by the brand name Ocella®, is a pair of drugs used in combination as an oral contraceptive. This drug is also marketed under the brand names Yaz®, Yasmin® and Gianvi®.

682. Barr Pharmaceuticals received approval to market generic Ocella in 2008, and Teva continued to market the drug after the acquisition of Barr in December 2008 under the name Gianvi®.

683. In late 2012, Lupin received approval to market a generic Ocella product.

684. By April 2013, Lupin was making plans for a summer 2013 entry into the market and contacted Teva to initiate negotiations on how the competitors would allocate fair share between themselves. On April 24, 2013, Berthold of Lupin called Green at Teva. The two spoke for over three (3) minutes. Berthold called Green two more times the following day.

685. The negotiations intensified the following week among Teva, Lupin, and a third competitor – Actavis. In preparation, on April 29, 2013, K.G. of Teva asked a colleague for current market share figures along with a list of Teva's generic Ocella customers. The colleague responded with a customer list, estimating Teva's current share of the market at 70-75%.

686. The next day, April 30, A.B., a senior sales and marketing executive at Actavis, and Rekenthaler of Teva spoke twice by phone. That same day, Patel of Teva also called A.B. On May 1, Patel sent A.B. four (4) text messages.

687. The competitors' communications continued into early May. On May 6, Patel and Berthold spoke twice by phone; the second call lasting twenty-two (22) minutes. Green and Berthold

also spoke that same day. On May 7, Patel and Berthold had yet another call, this one lasting over ten (10) minutes. Patel also placed a call to Rogerson at Actavis, which lasted thirty-nine seconds.

688. Faced with the news it had received from a major customer on May 8 – that Actavis had bid for that customer’s business for generic Ocella – Teva doubled down on its efforts to reach a deal with its competitors that would give each its fair share. Patel called Rogerson on May 8, and they spoke for nineteen (19) minutes. On May 9, Green spoke with Berthold twice, for one (1) and twelve (12) minutes, respectively.

689. The following day, Teva’s L.R. complied with Rekenthaler’s request for an analysis of the business Teva would lose by conceding its two major customers for this drug to Actavis and/or Lupin. Armed with that analysis, Patel spoke to Berthold three times that afternoon – with one call lasting over seventeen (17) minutes. Patel also called Rogerson at Actavis and the two spoke for more than five (5) minutes.

690. On May 14, 2013, K.G. of Teva recommended to Rekenthaler that Teva concede the business to Actavis. Rekenthaler replied simply: “Agreed.”

691. On July 10, 2013, Green spoke to Berthold twice (for more than eight (8) minutes and more than two (2) minutes). After the first of those calls, Green requested specific information from a colleague to help him continue to negotiate with Lupin:

From: Kevin Green
Sent: Wednesday, July 10, 2013 9:46 AM
To: [REDACTED]
Cc: [REDACTED]; Nisha Patel02
Subject: Ocella

Tom,

Can you run me the normal profitability analysis on all customers with pricing and market share. Lupin is entering the market.

Later that day, Green called and spoke to Patel for more than seven (7) minutes, conveying what he had learned from Berthold. During that call, the two decided that Patel would call Berthold back and confirm the agreement between Teva and Lupin. Patel called Berthold shortly after and the two spoke for more than four (4) minutes. They spoke again first thing the next morning, for nearly one (1) minute.

692. The next day, Patel e-mailed Green, saying: “BTW, Ocella. Check!” Green, confused by the e-mail, responded: “Huh... you are calling....correct?” Patel confirmed that she had indeed called her counterpart at Lupin: “Yes. I was saying it’s all done.”

693. Discussions between Teva and Lupin continued on July 17, 2013, with a call between Green and Berthold that lasted twenty (20) minutes.

694. On July 29, 2013, Green announced to his colleagues: “Lupin has entered and we need to evaluate.”

695. The lines of communication between competitors Teva and Lupin remained open and active over the next few months as they worked on the details of which company would take which generic Ocella accounts. On September 5, 2013, for example, Rekenthaler conveyed to a colleague the importance of retaining a particular customer’s account, along with his understanding of Green’s discussions with Berthold about Lupin’s desired market share. Green spoke to Berthold by phone twice the following day to confirm the understanding between the two companies.

696. On September 9, 2013, K.G. of Teva sent an internal e-mail to his colleagues conveying his thoughts about Lupin’s bid for a portion of another customer’s generic Ocella business. He informed them that because Teva had secured two other significant customers, “we will likely need to give up some of our formulary position to this new market entrant.”

697. In mid-October 2013, as Teva and Lupin finalized the allocation of accounts between them, K.G. sent a word of caution to a co-worker, reminding her of the parameters of the

furtive arrangement. He told her to be careful before conceding large customers on a “bucket basis” rather than drug-by-drug in order to “make sure we are not giving up volume on products where we do not have our fair share.”

20. Enalapril Maleate

698. Enalapril Maleate (“Enalapril”), also known by the brand name Vasotec®, is a drug used in the treatment of high blood pressure and congestive heart failure.

699. In 2009, Taro discontinued its sales of Enalapril under its own label and effectively exited the market. It continued supplying Enalapril thereafter only to certain government purchasers under the “TPLI” label.

700. By mid-2013, the Enalapril market was shared by three players: Mylan with 60.3%, Wockhardt with 27.5%, and Teva with 10.7%. Mylan previously increased its price for Enalapril effective July 2, 2013. Enalapril was on the list of drugs slated for a price increase that Teva had received from Mylan in June 2013, before those price increases were put into effect.

701. Shortly after the Mylan price increase, on July 10, 2013, Teva received a request from a customer for a lower price on Enalapril. Interestingly, the customer indicated that the request was due to Wockhardt having supply problems, not because of the Mylan increase. K.G. of Teva confirmed that Enalapril “was on the Mylan increase communicated last week. They took a ~75% increase to WAC.”

702. The comment from the customer sparked some confusion at Teva, which Teva quickly sought to clarify. That same day, Green and Nesta had two phone calls, including one lasting almost sixteen (16) minutes. The next day, July 11, 2013, Green and Nesta spoke two more times. During these conversations, Nesta explained to Green that Wockhardt had agreed to follow the Mylan price increase on Enalapril. This information sparked the following e-mail exchange between Green and Patel (starting from the bottom):

From: Kevin Green
Sent: Friday, July 12, 2013 1:12 AM
To: Nisha Patel02
Subject: Re: Enalapril / Wockhardt Supply Constraint

Wockhardt followed Mylan. They are not having supply issues. Just allocating based on the Mylan increase. They make their own API

Sent from my iPhone

On Jul 11, 2013, at 9:54 PM, "Nisha Patel02" <Nisha.Patel02@tevapharm.com> wrote:

Wockhardt took an increase before Mylan? Then had their supply issue? I thought it was their supply issue plus Mylan increase.

Nisha Patel

Teva Pharmaceuticals USA

Director, Strategic Customer Marketing

On Jul 11, 2013, at 10:25 PM, "Kevin Green" <Kevin.Green@tevapharm.com> wrote:

This is all a result of a wockhardt price increase following a Mylan increase

Sent from my iPhone

As it turned out, there must have been a miscommunication between Green and Nesta because although Wockhardt did in fact *plan* to follow Mylan's price increase, it had not yet had the opportunity to do so as of July 11, 2013.

703. On Friday, July 12, 2013, J.P., a national account executive at Teva, asked Patel whether Teva was "planning on increasing [its price for Enalapril]?" Patel responded: "I hope to increase, but we're gathering all the facts before making a determination." J.P. then inquired whether Teva would make an offer to the customer, and Patel responded: "Not sure yet. Need some time. We're exploring the possibility of an increase just on this item . . . in the near future. Maybe next week."

704. That same day, Patel and Green each started "exploring the possibility" and "gathering the facts" by reaching out to Teva's two competitors for Enalapril. Patel called Nesta of Mylan directly and they spoke three times, including calls lasting six (6) and five (5) minutes. Patel

likely called Nesta directly in this instance because Green was attending the PBA Health²⁶ Conference at the Sheraton Overland Park, Overland Park, Kansas, where he was participating in a golf outing. Upon information and belief, K.K. – a senior national account executive at Wockhardt – attended the same conference, and likely spoke directly to Green either at the golf outing during the day or the trade show at night, because at 12:40 am that evening (now the morning of July 13, 2013) K.K. created a contact on his cell phone with Green’s cell phone number in it.

705. On Sunday, July 14, 2013, after Green returned home from the conference, Green and Patel spoke three times, including one call lasting twenty-one (21) minutes. During these calls, Green conveyed to Patel what he had learned from K.K.: that Wockhardt planned to follow the Mylan price increase.

706. First thing the next morning, on Monday, July 15, 2013, Patel sent an e-mail to a Teva executive stating “new developments...heard that Wockhardt is taking an increase today or tomorrow.” At the same time, Wockhardt began planning to raise the price of Enalapril and sought to confirm specific price points for the increase. Internally, Wockhardt employees understood that K.K. would try to obtain price points from a competitor. That morning, K.K. of Wockhardt called Green for a one (1) minute call; shortly thereafter, Green returned the call and they spoke for two (2) more minutes. At 9:57 am that morning, K.K. reported internally the specific price ranges that he had obtained from Green.

707. Armed with this competitively sensitive information, and the understanding that Wockhardt intended to follow the Mylan increase, Teva began to plan its own price increase. On Tuesday, July 16, 2013, Patel sent the following internal e-mail to her supervisor K.G., again using the term “rumors” to obfuscate the true source of her information:

²⁶ PBA Health is a pharmacy services organization that serves independent community pharmacies with group purchasing and other services.

From: Nisha Patel02
Sent: Tue 7/16/2013 11:08 AM (GMT-05:00)
To: [REDACTED]
Cc:
Bcc:
Subject: Enalapril Increase Overview

[REDACTED]

As you are aware, we are currently preparing the information to hopefully be able to implement a price increase on Enalapril.

This is a 3-player market that we share with Mylan and Wockhardt. Mylan announced a price increase last week. We are hearing rumors that Wockhardt will follow or exceed Mylan sometime this week. It would be ideal if we could follow very soon at a slightly more competitive price, with the intent of picking up some additional share in the market. Current share make up is as follows:

1. Mylan: 44%
2. Wockhardt: 43%
3. Teva: 13%

At this time, we are holding off on responding to a couple of bids in-house since a WAC increase would be required to follow the market. It would be a great opportunity to win this share and hopefully additional business as customers request bids going forward. (I think it would be ideal to capture an additional 10%.)

That same day, Nesta called Patel and left a voice mail.

708. Patel's July 16, 2013, e-mail referred to above was forwarded to Cavanaugh, who promptly approved the price increase. That same day, July 16, 2013, Patel then scheduled a "Price Increase Discussion" with members of Teva's sales and pricing teams, and sent the following agenda:

Subject	Price Increase Discussion
Date and Location	Wednesday, July 17, 2013 10:30 AM - 11:00 AM, Dial In Below/Dave's Office
Attendees	Nisha Patel02; [REDACTED]; Dave Rekenhaller [REDACTED]; [REDACTED]; Kevin Green; [REDACTED]; [REDACTED]
Message	Sorry for the re-schedules! We are planning to announce an increase on Enalapril Tablets effective Friday. I would like to do a quick review of the changes and answer any questions you may have. A summary will be sent prior to the meeting. Dial In: 866-225-0660 Access Code: 4075453

Notes

- 1) Price increase effective 7/19/2013
- 2) List of items affected:

NDC	Generic Name	Strength	Form	Package Size
00093-0026-01	ENALAPRIL MALEATE	2.5 mg	TABLET	100
00093-0026-10	ENALAPRIL MALEATE	2.5 mg	TABLET	1000
00093-0027-01	ENALAPRIL MALEATE	5 mg	TABLET	100
00093-0027-50	ENALAPRIL MALEATE	5 mg	TABLET	5000
00093-0028-01	ENALAPRIL MALEATE	10 mg	TABLET	100
00093-0028-10	ENALAPRIL MALEATE	10 mg	TABLET	1000
00093-0028-50	ENALAPRIL MALEATE	10 mg	TABLET	5000
00093-0029-01	ENALAPRIL MALEATE	20 mg	TABLET	100
00093-0029-10	ENALAPRIL MALEATE	20 mg	TABLET	1000
00093-0029-50	ENALAPRIL MALEATE	20 mg	TABLET	5000

- Pricing Overview
 - 400-650% increase in invoice/contract pricing
 - 350-450% increase in WAC
 - 10% increase in SWP
- All customers are affected (Top Customers: CVS, Rite Aid and Medco)
- Expecting Wockhardt to increase. Please pass on any intelligence you are able to get.
- Additional share target of 10%

709. Teva and Wockhardt simultaneously implemented price increases on July 19, 2013. Although the timing of the price increase was coordinated among the competitors, Patel nevertheless described the simultaneous increase as a coincidence in an internal e-mail that same day:

From: Nisha Patel02
Sent: Fri 7/19/2013 8:10 AM (GMT-05:00)
To: [REDACTED]
Cc:
Bcc:
Subject: RE: Enalapril Competitive Customer Volume

Dave Rekenhalter; [REDACTED]

FYI, I heard that Wockhardt announced a price increase yesterday morning (probably effective today). Coincidentally, Teva's increase was announced yesterday afternoon with an effective date of today.

I will pass on any supply information I receive.

710. Within a few days after the increases, a customer complained to K.K. at Wockhardt, asking: “What is going on in the market that justifies your price increases?” K.K.’s response to the customer was direct: “Mylan took up first we are just following.” Similarly, in early August a different customer asked Wockhardt to reconsider its increase, suggesting that Wockhardt’s competitors were offering a lower price point. Knowing this to be untrue, K.K. replied again “we followed Mylan and Teva for the increase.”

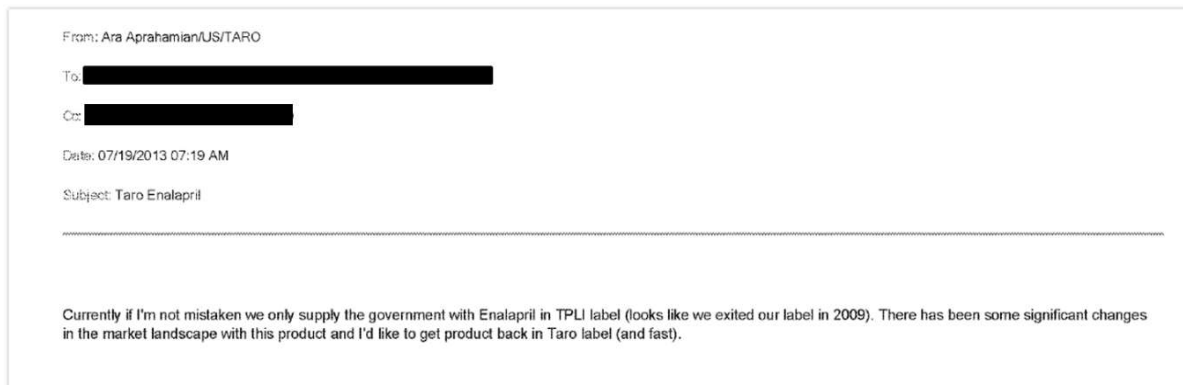
711. Shortly before the Teva and Wockhardt price increases, on or about July 12, 2013, Aprahamian, the Vice President of Sales and Marketing at Taro, was considering whether to renew or adjust Taro’s price on Enalapril for its national contract (for government purchasers), which was slated to expire in September 2013.

712. In the midst of that coordinated price increase, however, Aprahamian was communicating with both Patel of Teva as well as M.C., a senior sales and marketing executive at Wockhardt, about Enalapril. As a result of those conversations, Taro’s plans changed.

713. On July 17, 2013 – the same day that Teva was taking steps to implement the price increase – Patel called Aprahamian and left a message. He returned the call and the two spoke for almost fourteen (14) minutes. Then, on July 19, 2013 – the day that both Teva and Wockhardt’s price increases for Enalapril became effective – Aprahamian called M.C. at Wockhardt on his office

phone and left a message. He then immediately called M.C.'s cell phone, which M.C. answered. They spoke for nearly eleven (11) minutes.

714. On the morning of July 19, Aprahamian sent an internal e-mail to Taro colleagues signaling a change in plans:



Aprahamian followed up with another e-mail shortly after, adding that Taro “[w]ould only look for 10-15% MS [market share] but with recent market changes and units on this product, it would be incremental.”

715. In the coming months, both Teva and Taro engaged in intensive analyses of how the market should look after Taro’s re-launch so that each competitor would have its desired, or “fair,” share of the market.

716. On July 31, 2013, for example, Patel provided her analysis of the drugs Teva should bid on in response to a request for bids from a major customer, which was largely based on whether Teva had reached its “fair share” targets. Enalapril was one of the drugs where, according to Patel, Teva was “seeking share,” so she authorized the submission of a bid. Prior to sending that e-mail, Patel had spoken to Aprahamian on July 30 (11-minute call) and July 31, 2013 (4-minute call). Based on the agreement between the two companies, and in accordance with the industry’s “fair share” code of conduct, Taro understood that it would not take significant share from Teva upon its launch because Teva had a relatively low market share compared to others in the market.

717. Meanwhile, as he worked on pricing for Taro's upcoming re-launch, Aprahamian emphasized to his colleagues that Taro's final prices would be set largely based on "continued market intelligence to secure share . . ."

718. In early December 2013, Taro was fully ready to re-enter the Enalapril market. On December 3, 2013, Aprahamian consulted twice by phone with Mylan's senior account executive, M.A., during conversations of two (2) and eleven (11) minutes.

719. On December 4, 2013, one customer that had recently switched from Wockhardt to Teva expressed an interest in moving its primary business to Taro for the 2.5mg, 5mg, 10mg, and 20mg strengths. At 4:30 pm that afternoon, Aprahamian instructed a colleague to prepare a price proposal for that customer for all four products.

720. Before sending the proposal to the customer, however, Aprahamian sought the input of his competitor, Teva. On December 5, 2013, he and Patel spoke by phone for nearly five (5) minutes.

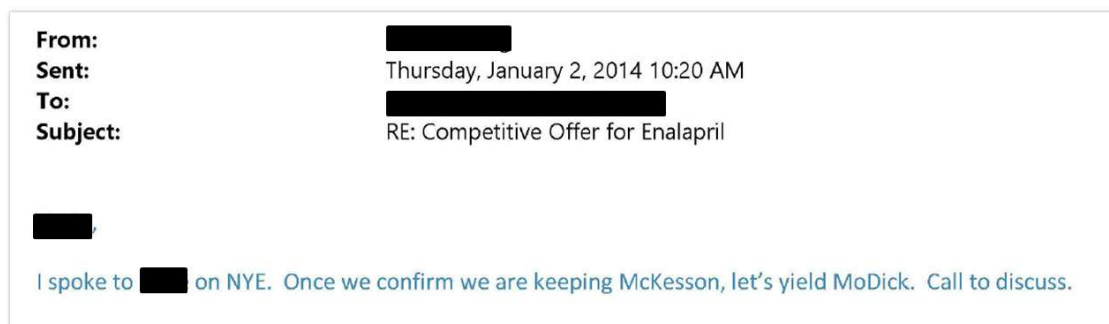
721. Taro's fact sheet for the Enalapril re-launch generated on the day of Aprahamian's call with Teva showed a "[t]arget market share goal" of 15%, with pricing identical to Teva's and nearly identical to Wockhardt's and Mylan's.

722. Taro began submitting offers on Enalapril the following day, December 6, 2013. But even with the bidding process underway, Aprahamian made certain to communicate with Mylan's M.A. during a brief phone conversation that afternoon. This particular communication was important since Mylan was the market share leader and Taro was targeting more of Mylan's customers than those of other competitors.

723. Over the next ten days, the discussions between Taro and Mylan continued over how to allocate the Enalapril market. Aprahamian and M.A. talked for ten (10) minutes on December 11, and for seven (7) minutes on December 12.

724. Thereafter, and with the likely consent of Mylan, Aprahamian reported on an internal Sales and Marketing call on December 16, 2013, that Taro's prior target Enalapril market share goal of 15% had been raised to 20%.

725. Taro continued to gain share from both Mylan and Wockhardt, and to coordinate with both. For example, in late December, Taro submitted a competitive offer to Morris & Dickson, a Wockhardt customer. This caused M.C. of Wockhardt to call Aprahamian on December 31, 2013, to discuss the situation. During the call, M.C. agreed that so long as Wockhardt was able to retain McKesson as a customer, it would concede Morris & Dickson to Taro. In an e-mail on January 2, 2014, S.K. of Wockhardt conveyed the details to his colleagues:



726. By May 2014 the market was stable, and market share for Enalapril was reasonably distributed among the companies. As Teva was considering whether to bid on specific drugs for an RFP sent out by a large wholesaler customer, Patel provided the following caution with regard to Enalapril: "no bid due to potential market/customer disruption, aka strategic reasons." The same day she sent that e-mail – May 14, 2014 – Patel spoke to Aprahamian for more than four (4) minutes and exchanged eight (8) text messages with him.

727. By June 2014, Taro had obtained 25% market share for Enalapril in a 4-player market. Mylan and Teva each had approximately 28% market share.

728. In mid-2015, Valeant/Oceanside entered the market for Enalapril at higher prices than the existing competitors were charging. Valeant did so because it knew that the existing

competitors would concede to Valeant its fair share of the market, and this is precisely what happened.

21. Entecavir

729. Entecavir, also known by the brand name Baraclude, is a medication used to treat chronic Hepatitis B.

730. As Teva was preparing to enter the market for Entecavir in August 2014, T.C., a senior sales and business relations executive at Teva, informed an executive at WBAD that Teva was planning on launching Entecavir “shortly” depending on when the FDA approved the drug. T.C. further noted: “We may or may not be alone on the market at launch. Sandoz has a settlement and we do not know their terms. Apotex has recently filed a PIV [Paragraph IV certification] but we invalidated the patent. We are hearing PAR has the [authorized generic] and is stating they will launch after we launch, but there is still a good chance we may be alone in the market for a short time.”

731. On August 28, 2014, Rekenthaler informed Teva sales employees that Teva had received approval on Entecavir and would circulate offers later that day or the next day. Rekenthaler noted: “[w]e are looking for at least a 60 share. Known competition is Par with an [authorized generic].” Rekenthaler also noted that Teva would be pricing as if they were “exclusive” in the market, and expressed concern that customers might react negatively to the launch of this drug “because of our recent price increase [on other drugs].”

732. The same day, August 28, 2014, Rekenthaler had three phone calls with M.B., a senior national account executive at Par. The two spoke two (2) more times the next day, August 29, 2014.

733. On August 29, a Teva sales employee reported that a customer had informed her that Par was launching Entecavir at a lower price point than Teva. The employee inquired whether

Teva might consider reducing its price as well. Rekenthaler, after speaking with M.B. at Par several times on August 28 and 29, replied that Teva would remain firm on the price and noted that he was “doubtful PAR will be much lower.” Despite Teva’s refusal to lower its price, that customer signed an agreement with Teva to purchase Entecavir.

734. Also on August 29, Rekenthaler e-mailed T.C. asking if she had received any feedback from CVS on Entecavir. T.C. replied that she had not and followed up later saying that ABC had indicated that it would sign Teva’s offer letter. Rekenthaler replied: “Great, that helps. We may end up conceding our friends up north [CVS] if they make too much fuss.” T.C. dismissed that concern: “I think they will work with us really...We need them they need us so we just have to make it work.”

735. Teva and Par both launched their respective Entecavir products on September 4, 2014. Within days of its launch, Teva had captured 80% of the market for new generic prescriptions and 90.9% of the total generic market (new prescriptions and refills).

736. Within a few weeks, however, Teva’s share of the market was much more in line with “fair share” principles – 52.6% for new generic prescriptions, and 47% of the total generic market (new prescriptions and refills).

737. On October 9, 2014, another customer, who had already received a discount on Entecavir, asked for an additional discount to “help close the gap with current market prices.” Teva declined to do so, citing that the “pricing is competitive and in line with the market.” Rekenthaler had spoken to M.B. at Par twice on October 2, 2014.

738. The two-player market for Entecavir remained stable over time. By January 2, 2015, Teva’s share of the market for new generic prescriptions was 52.2%, and its share of the total generic market (new prescriptions and refills) was 46.7%.

22. Estradiol / Norethindrone Acetate (Mimvey)

739. Estradiol/Norethindrone Acetate Tablets (“Mimvey”) is used as hormone replacement in menopausal women and also to treat hot flashes and prevent weak bones in aging women.

740. As discussed above, Teva and Breckenridge coordinated with regard to a price increase on Mimvey (and several other drugs) on July 31, 2012.

741. On November 14, 2013, Breckenridge increased its pricing on Mimvey by 20-27% for both the WAC and customer pricing.

742. In the weeks leading up to that increase – when Teva’s Nisha Patel was still out on maternity leave – Rekenthaler had several phone calls with Dave Nelson at Breckenridge to coordinate the price increases. The two spoke twice on October 14, 2013, and had a twenty-six (26) minute call on October 24, 2013. After those calls, they did not speak again until mid- January 2014, when Teva began preparing to implement its increase.

743. Over the next several months – during the period of time before Teva was able to follow the Breckenridge price increases – Teva followed the “fair share” understanding to the letter.

744. Teva had only 19% of the market for Mimvey in a two- player market. For that drug, Teva sought to pick a few customers to level the playing field – before raising its own prices to follow Breckenridge.

745. On April 4, 2014, Teva followed the Breckenridge price increases with substantial increases of Mimvey (contract increases of as much as 393%). In addition, Teva increased the WAC price on Mimvey by 26% — to exactly match Breckenridge’s WAC price.

23. Ethinyl Estradiol / Levonorgestrel (Portia and Jolessa)

746. Ethinyl estradiol and levonorgestrel, when used in combination, is an oral contraceptive used to prevent pregnancy. During the relevant time period, both Teva and Sandoz

marketed ethinyl estradiol and levonorgestrel under multiple names – including both Portia and Jolessa.

747. In or around May 2012, Teva had much higher market share than Sandoz for both Portia and Jolessa. Teva’s market share for Portia was 37% compared to Sandoz’s 17%, while Teva’s market share for Jolessa was 43% compared to Sandoz’s 11%.

748. On May 11, 2012, Walmart contacted Teva with a right of first refusal and explained that another supplier had made an offer for the sale of four drugs, including Portia and Jolessa. T.C., a senior sales executive at Teva, responded, “We really need to know who is challenging. Sandoz??? Glenmark???” The customer responded that it was Sandoz. T.C. had initially been very reluctant to let Sandoz have the business, candidly remarking to the customer that, “[w]e are not going to let Walmart go to Sandoz [because] we have conceded a number of accounts to Sandoz that were not as strategic to Teva.”

749. After sending out a competitive offer for the sale of three drugs, including Portia and Jolessa, to the customer on May 16, 2012, and an even more competitive offer on May 18 – Teva abruptly backtracked on May 23, 2012, and removed Portia and Jolessa from the offer. The night before this change in plans, on May 22, Green of Teva spoke on the phone with CW-2, then at Sandoz, for five (5) minutes, and agreed to withdraw the offer for Portia and Jolessa. The decision to concede the Walmart business to Sandoz led to a more equal share split between the companies for both Portia and Jolessa. Teva discussed the decision internally and explained that the reason for the “change in plans” was that Teva was “going to concede this business to Sandoz . . .”

750. Sandoz continued to coordinate with Teva to achieve its “fair share” of the markets for both Portia and Jolessa. On July 2, 2013, another key customer contacted Teva stating it had received bids on Portia and Jolessa and in order for Teva to retain the business, Teva would need to submit its “best bids.” On July 9, 2013, CW-1 of Sandoz called Patel and left a voicemail. Shortly

thereafter, they connected for a sixteen (16) minute call. On July 10, Teva learned that the challenger was Sandoz. At 12:16 pm, Rekenthaler forwarded an e-mail to Patel and posed the question, “Who’s over at Sandoz now?” Patel did not respond by e-mail, but due to the close proximity of their offices she likely related her conversation with CW-1 directly to Rekenthaler.

751. Rekenthaler then called CW-2 at Sandoz at 1:26 pm that same day and they spoke for two (2) minutes. CW-2 called Rekenthaler back a few minutes later and they spoke for nine (9) minutes. CW-2 and Rekenthaler would speak once more later that day, at 4:48 pm, for seven (7) minutes. Later that same evening, Teva submitted a cover bid to the customer for Portia and Jolessa, which the customer described as “not aggressive enough” for their primary supply. Teva submitted an intentionally inflated bid for the two drugs in order to ensure that Sandoz obtained the primary award with the customer.

24. Ethinyl Estradiol / Norethindrone (Balziva®)

752. Norethindrone/ethinyl estradiol, also known by the brand name Ovcon®35, is a combination of medications used as an oral contraceptive. Teva markets its generic version of this combination medication under the name Balziva®.

753. On January 23, 2014, a customer informed Teva that a new market entrant was seeking a share of its business. Teva employees surmised that the entrant was Lupin, as it had recently obtained approval to begin marketing its generic of Ovcon®35.

754. Teva employees discussed internally how to make room for this new player in the market, with one expressing concern that “[w]e would lose our current market lead if we were to concede this business.”

755. The discussions about how to share the market with the recent entrant were not limited to internal communications, however. On January 24, 2014, Patel spoke to Berthold at Lupin twice by phone.

756. Five days later, on January 29, Patel informed Rekenthaler of her recommendation based on her communications with Berthold, to take a cooperative stance towards this competitor, saying: “Kevin and I are in agreement that we should concede part of the business to be responsible in the market.”

757. On February 4, Patel received the profitability analysis she requested in order to determine how much of the customer’s business to hand over to Lupin. That same day, she spoke to Berthold two more times to further coordinate Lupin’s seamless entry into the market.

25. Ethosuximide Capsules and Oral Solution

758. Ethosuximide, also known by the brand name Zarontin, is an anticonvulsant medication used to control petit mal seizures in the treatment of epilepsy.

759. On the April 4, 2014, Teva price increase list, Versapharm was a competitor on Ethosuximide Capsules and Ethosuximide Oral Solution.

760. During the relevant time frame, Akorn/Versapharm²⁷ and Teva were the primary manufacturers of Ethosuximide capsules and oral solution.

761. When Patel created the quality competitor rankings in May 2013, Versapharm was given a -2 score in the rankings, *i.e.* it was not considered a high-quality competitor. When Patel sent her initial “Increase Potentials” list to K.G. in mid-January 2014, neither drug was on the list.

762. That did not stop Rekenthaler, however, from calling Jim Josway, a senior national account executive at Versapharm, and speaking for five (5) minutes on January 22, 2014. When Patel sent the next “PI Candidate” list to a colleague on February 26, 2014 – Ethosuximide capsules and oral solution were both on the list, with the following notation:

²⁷ Versapharm was acquired by Akorn in 2014.

Ethosuxamide Liquid	Shared only with Versa; test quality of competitor
Ethosuxamide Caps	Shared only with Versa; test quality of competitor; UNPROFITABLE

763. Rekenthaler called again and spoke with Josway at Versapharm on March 7, 2014. Teva then raised prices on both drugs on April 4, 2014. For Ethosuximide Capsules, Teva raised its WAC price by 87%, and its contract prices by up to 322%. For Ethosuximide Oral Solution, Teva raised its WAC price by 20% and its contract prices by up to 81%.

764. If Versapharm was being tested by Patel and Teva, it passed with flying colors. On April 9, 2014 – only five days after the Teva increase – Versapharm increased its pricing on both Ethosuximide capsules and oral solution to a nearly identical price to Teva.

765. Following their agreement on those two drugs, and with no reason to speak further, Rekenthaler and Josway of Versapharm never spoke by phone again.

26. Etodolac and Etodolac ER

766. Etodolac, also known by the brand name Lodine, is a medication known as a non-steroidal anti-inflammatory drug (NSAID). It is used to reduce pain, swelling and joint stiffness from arthritis. It works by blocking the body's production of certain natural substances that cause inflammation. An extended-release version of Etodolac – Etodolac ER –also known by the brand name Lodine XL, is also available.

767. Apotex, Taro, Teva and Sandoz dominated the market for Etodolac Tablets; Teva, Taro, and Zydus dominated the market for Etodolac ER Tablets; and Apotex, Teva, and Taro dominated the market for Etodolac capsules.

a. *Apotex/Taro Coordinate a Price Increase for Etodolac Capsules in 2012*

768. In early 2012, Apotex (which had received an ANDA to market Etodolac capsules in 2000) was planning to re-enter the market for the drug while Teva was planning to exit the market.

Although the number of competitors in the market would remain the same, Apotex and Taro were able to coordinate a large price increase due to the overarching fair share Agreement.

769. As a result of this coordination, Taro was able to lead a price increase that more than tripled its previous price for Etodolac capsules from early 2012, while Apotex was able to enter the market at the higher price and gain its “fair share.” As a result, between May and August of 2012, Taro and Apotex were able to coordinate to increase prices by more 200%.

770. This coordination paved the way for a subsequent price increase on the tablet formulations of the drug.

b. *Sandoz/Taro/Teva Increase Prices in Summer 2013*

771. One year later, when Patel first began planning for “Round 2” of Teva’s price increases, Etodolac and Etodolac ER were not slated for increases. For example, when she circulated a long list of potential “Round 2” increases on July 11, 2013 (that would later be cut down substantially) – neither of those drugs was on the list.

772. Around that time, Sandoz began identifying a list of drugs where it believed it could increase price by the end of July. Etodolac was on the list, primarily because Sandoz would be able to implement a substantial increase without incurring significant price protection penalties from its customers.

773. On July 16, 2013, CW-3, then a senior executive at Sandoz, reached out to Aprahamian at Taro and they spoke for sixteen (16) minutes. Aprahamian called CW-3 back the next day and the two spoke again for eight (8) minutes. After hanging up the phone with CW-3, Aprahamian immediately called Patel. They exchanged voicemails until they were able to connect later in the day for nearly fourteen (14) minutes. On July 18, 2013, Patel called CW-1 at Sandoz and the two spoke for more than ten (10) minutes.

774. During this flurry of phone calls, Defendants Sandoz, Taro and Teva agreed to raise prices for both Etodolac and Etodolac ER.

775. On July 22, 2013 – before any price increases took effect or were made public, Patel added both Etodolac and Etodolac ER to her price increase spreadsheet for the first time, with the following notations:

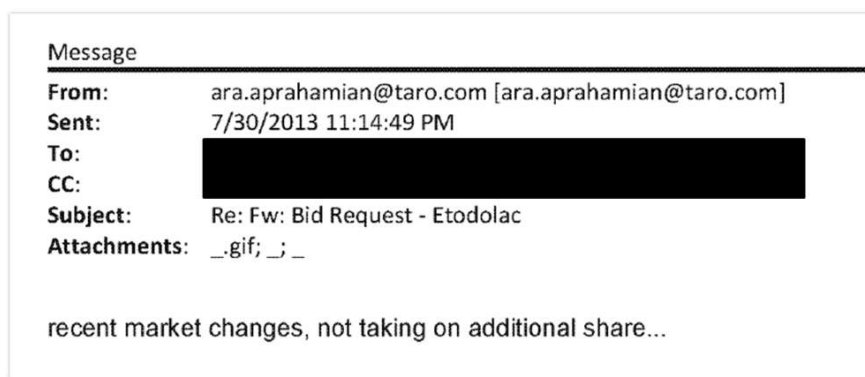
Etodolac	Sandoz* (All strong competitors)
Etodolac ER	Could follow IR (Shared with Taro)

Based on her conversations with CW-1 and Aprahamian, Patel understood that Sandoz planned to increase its price on Etodolac, and that Taro would follow suit and raise its price for Etodolac ER. During those conversations, Teva agreed to follow both price increases.

776. That same day, Sandoz sent out a calendar notice to certain sales and pricing employees for a conference call scheduled for July 23, 2013, to discuss planned price increases, including for Etodolac. Prior to the conference call on July 23, CW-1 called Patel at Teva. After exchanging voice mails, the two were able to connect for more than fourteen (14) minutes that day. During that call, CW-1 confirmed the details of the Sandoz price increase on Etodolac. Similarly, CW-3 of Sandoz called Aprahamian at Taro that same day and the two spoke for more than three (3) minutes.

777. The Sandoz price increase for Etodolac became effective on July 26, 2013. That same day, Taro received a request from a customer for a one-time buy on Etodolac 400mg Tablets. After learning of the request, Aprahamian responded swiftly internally: “Not so fast. Why the request? Market just changed on this and not apt to undercut.”

778. When Taro received another request on July 30 from a large wholesale customer for a bid due to the Sandoz price increase, Aprahamian’s internal response was equally short:



779. Also on July 26, Patel sent an e-mail to others at Teva – including her supervisor K.G., Rekenthaler and others – informing them of the Sandoz increase on Etodolac IR (immediate release). She instructed them to “[p]lease watch ordering activity for both, IR and ER. The intent is that we will follow in the near future, but a date has not been determined.”

780. Patel continued to coordinate with both Sandoz and Taro regarding the Etodolac and Etodolac ER price increases (among other things). Between July 29 and August 2, 2013, for example, Patel engaged in the following series of calls with CW-1 of Sandoz and Aprahamian at Taro:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
7/29/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	8:44:23	0:09:08
7/30/2013	Voice	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	13:05:11	0:09:51
7/31/2013	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	13:17:12	0:03:33
8/1/2013	Voice	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	11:01:31	0:09:05
8/1/2013	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	14:35:17	0:03:24
8/1/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	16:41:05	0:14:34
8/2/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	8:59:51	0:05:23
8/2/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	10:15:46	0:08:27
8/2/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	10:59:57	0:00:28
8/2/2013	Voice	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	17:33:12	0:00:00
8/2/2013	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	17:34:43	0:00:55
8/2/2013	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	17:35:47	0:00:02
8/2/2013	Voice	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	17:36:12	0:05:40

Aprahamian was also speaking to his contact at Sandoz- CW-3 - during this time, including the following calls:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
7/30/2013	Voice	Aprahamian, Ara (Taro)	Outgoing	CW-3 (Sandoz)	7:56:00	0:01:00
8/1/2013	Voice	Aprahamian, Ara (Taro)	Incoming	CW-3 (Sandoz)	12:43:00	0:14:00
8/2/2013	Voice	Aprahamian, Ara (Taro)	Incoming	CW-3 (Sandoz)	13:26:00	0:06:00

781. On August 1, 2013 - shortly after speaking with Patel - Aprahamian instructed a colleague at Taro to begin implementing a price increase on Etodolac and Etodolac ER.

Aprahamian stated “[w]e need to get these out next week.” Not wanting to provide the details in writing, Aprahamian concluded: “Will come over and discuss with you.”

782. By August 5, 2013, it was well known internally at Teva that Taro would soon be raising prices on both Etodolac and Etodolac ER. The minutes from a Teva “Marketing Ops” meeting on August 5, 2013 - which Patel attended - reflect the following:

4. Etodolac – Sandoz did take price increase on IR, Taro taking a price increase on IR and ER this week. CIM still monitoring to 100% forecast for all customers.

783. When Patel sent the “Price Increase Overview” spreadsheet to her supervisor K.G. on August 7, 2013, summarizing Teva’s upcoming August 9 price increases, she again made it clear that the reason Teva was increasing its prices for Etodolac and Etodolac ER was because Teva senior executives knew that Taro would be raising its prices on both drugs “this week.” K.G. quickly instructed Patel to delete those entries, but never instructed her to stop communicating with the company’s competitors, including Taro.

784. Teva and Taro raised prices for Etodolac and Etodolac ER simultaneously, with the price increases effective on August 9, 2013. Both their AWP and their WAC prices were increased to the exact same price points. The increases were substantial. For Etodolac, Teva’s average increase was 414%; for Etodolac ER, the average increase was 198%.

c. *Zydus/Teva/Taro Allocate the Market Upon Zydus' Entry*

785. On May 12, 2014, Defendant Zydus entered the Etodolac ER market at WAC pricing that matched Teva and Taro's artificially high pricing. Not surprisingly, in the days leading up to the Zydus launch, Patel was relaying communications back and forth between Green and Aprahamian. During these calls, the competitors discussed, among other things, the allocation of market share to the new entrant, Zydus.

Date	Call Type	Target Name	Direction	Contact Name	Duration
5/6/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	0:08:00
5/6/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	0:00:12
5/7/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	0:05:36
5/7/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	0:00:00
5/7/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	0:00:03
5/7/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:09:21
5/8/2014	Voice	Aprahamian, Ara (Taro)	Outgoing	Patel, Nisha (Teva)	0:01:00
5/8/2014	Text	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	0:00:00
5/8/2014	Text	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	0:00:00
5/8/2014	Text	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	0:00:00
5/8/2014	Text	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	0:00:00
5/8/2014	Voice	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	0:00:00
5/8/2014	Text	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	0:00:00
5/8/2014	Text	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	0:00:00
5/8/2014	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	0:16:45
5/8/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:37:49
5/11/2014	Voice	Green, Kevin (Zydus)	Outgoing	Patel, Nisha (Teva)	0:01:00
5/11/2014	Voice	Green, Kevin (Zydus)	Incoming	Patel, Nisha (Teva)	0:13:00
5/11/2014	Voice	Green, Kevin (Zydus)	Outgoing	Patel, Nisha (Teva)	0:07:00

786. On May 14, 2014, Anda- a wholesaler customer of Teva- notified Teva that Zydus had submitted a bid for its Etodolac ER business. That same day, Patel exchanged eight (8) text messages and had a four (4) minute call with Aprahamian. The next day, on May 15, 2014, Green called Patel and they spoke for twenty (20) minutes.

787. On May 20, 2014, Green called Patel and they spoke for four (4) minutes. That same day, K.R., a senior sales executive at Zydus, also exchanged two (2) text messages and had a 39-second call with Maureen Cavanaugh of Teva. The next day – May 21, 2014 – Green called Patel

again and they spoke for twenty- eight (28) minutes. That same day, K.R. of Zydus and Cavanaugh of Teva exchanged four (4) text messages.

788. The next day, on May 22, 2014, T.S., Senior Analyst, Strategic Support at Teva, sent an internal e-mail to certain Teva employees, including Patel, stating: “I have proposed we concede Anda as they are a small percent of market share and we will have to give up some share with a new market entrant. Anda is looking for a response today.” Patel responded: “agree with concede.”

789. Similarly, on June 27, 2014, Econdisc, a Teva GPO customer, notified Teva that it had received a competitive offer for its Etodolac ER business. Later that day, Patel spoke with Aprahamian at Taro for fourteen (14) minutes.

790. On July 2, 2014, Patel called Green and left a four-second voicemail. The next day, on July 3, 2014, Patel sent an internal e-mail advising that “We will concede.” Later that day, Teva told Econdisc that it was unable to lower its pricing to retain the business.

791. When Patel’s supervisor, K.G., learned that Teva had lost the Econdisc business, he sent an internal e-mail asking, “Did we choose not to match this?” Patel responded, “Yes. New market entrant – Zydus.” K.G. replied, “Okay good. Thank you.”

27. Fenofibrate Tablets

a. Teva, Mylan, and Lupin collude upon Mylan’s entry in May 2013

792. Fenofibrate—also known by brand names such as Tricor—is a medication used to treat cholesterol conditions by lowering “bad” cholesterol and fats (such as LDL and triglycerides) and raising “good” cholesterol (HDL) in the blood.

793. As of the end of 2012, Teva and Lupin were the only major suppliers of generic Fenofibrate 48mg and 145mg tablets, with Teva having approximately 65% market share and Lupin having approximately 35% market share.

794. Based on the fair share agreement, between late 2012 and March 2014, three new competitors entered the Fenofibrate market – Mylan, Perrigo, and Zydus. Consistent with the conspiracy, when each competitor entered, the existing manufacturers coordinated to cede market share to the new entrant.

795. On February 27, 2013, K.G., a senior marketing executive at Teva, e-mailed multiple Teva colleagues asking them to provide “any noise you may be hearing in the market relative to additional competition on Fenofibrate 48mg and 145mg.” Specifically, K.G. was seeking “Competitive Intelligence” on Mylan’s potential entry to the market. In order to get this information, Green called Mylan’s Vice President of National Accounts, Jim Nesta. Over the course of that day, Green and Nesta spoke at least four (4) different times. That same day, Green reported back to K.G. and other Teva colleagues what he had learned: Mylan planned to launch Fenofibrate 48mg and 145mg sometime around November 2013.

796. A few months later, however, Teva learned that Mylan was moving up its launch date for Fenofibrate. In advance of this launch, Teva, Lupin, and Mylan conspired to allocate the market for Fenofibrate. On May 8, 2013, Green e-mailed his colleagues at Teva that “Mylan is entering [the market for Fenofibrate] very soon.” To assist in Teva’s efforts to allocate the Fenofibrate market, Green asked a colleague for the “ typical data on Fenofibrate”. This request for information was reiterated- and its purpose made clear- the following day when K G. sent an internal e-mail stating that Mylan expected to launch Fenofibrate 48mg and 145mg tablets “on or around May 14” and that he needed Teva’s Fenofibrate sales and profitability information “to determine who we want to keep and who we want to concede” to Mylan.

797. Up to this point, executives for Teva, Mylan, and Lupin had all been in regular contact by phone. These calls include at least those listed below. On these calls, Teva, Mylan, and

Lupin executives shared information about Mylan's Fenofibrate launch and the plan to allocate market share to Mylan.

Date	Call Typ	Target Name	Direction	Contact Name	Duration
5/6/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:00:32
5/6/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:22:02
5/6/2013	Voice	Green, Kevin (Teva)	Outgoing	Berthold, David (Lupin)	0:01:00
5/7/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:10:31
5/7/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	0:00:06
5/7/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	0:00:18
5/7/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	0:11:12
5/7/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Berthold, David (Lupin)	0:02:53
5/8/2013	Voice	Nesta, Jim (Mylan)	Incoming	Berthold, David (Lupin)	0:00:05
5/8/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Berthold, David (Lupin)	0:08:55
5/8/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	0:00:20
5/8/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	0:00:05
5/8/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	0:00:05
5/8/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	0:03:46
5/9/2013	Voice	Green, Kevin (Teva)	Outgoing	Berthold, David (Lupin)	0:01:00
5/9/2013	Voice	Green, Kevin (Teva)	Incoming	Berthold, David (Lupin)	0:12:00
5/9/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	0:04:05

798. In one striking example of the coordination between the three companies, Nesta called Green at 2:42 pm on May 7 and they spoke for more than eleven (11) minutes. Immediately after hanging up the phone – at 2:54 pm – Nesta called Berthold and spoke for nearly three (3) minutes.

799. On May 10, 2013, K.G. received the Teva sales and profitability information he requested. After having the information for barely a half hour, and before there was even a formal price challenge by Mylan at any of Teva's customers, K.G. concluded that "it is best to concede Econdisc [to Mylan] and try to maintain the balance of our customers" By conceding Econdisc to Mylan, Teva would walk away from its single biggest customer (in terms of gross profit) for the 48mg tablets and the third largest out of six customers (in terms of gross profit) for the 145mg tablets. Patel, who had been at Teva for only two weeks at that point, said she "want[ed] to understand the logic you [K.G.] use for determining this." The logic, of course, was to allocate a

customer of sufficient size to Mylan so that Mylan would be comfortable with its “fair share” and not need to compete on price to acquire market share.

800. Teva executives immediately reached out to executives at Mylan and Lupin through a series of phone calls. These calls include at least those listed below. On these calls, executives of Teva, Mylan, and Lupin confirmed the market allocation scheme.

Date	Call Type	Target Name	Direction	Contact Name	Duration
5/10/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	0:00:28
5/10/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	0:10:46
5/10/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	0:02:19
5/10/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Patel, Nisha (Teva)	0:05:25
5/10/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:00:17
5/10/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:07:26
5/10/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:17:28

801. Teva made good on its agreement to concede Econdisc to Mylan. On May 15, 2013, Econdisc informed Teva that a new market entrant had submitted a competitive offer for Fenofibrate 48mg and 145mg tablets and asked Teva for a counteroffer to retain Econdisc’s business. Less than an hour after receiving the notice of the price challenge, Green recommended conceding Econdisc based on “prior conversations.” K.G. later agreed: “this is the customer we should concede on Fenofibrate.”

802. Following Teva’s internal confirmation of the market allocation scheme, Teva executives spoke with executives at Mylan and Lupin numerous times. These calls include at least those listed below. On these calls, executives of Teva, Mylan, and Lupin confirmed that Teva was sticking to the market allocation scheme by conceding Econdisc to Mylan.

Date	Call Type	Target Name	Direction	Contact Name	Duration
5/16/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:00:36
5/16/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:02:07
5/16/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:00:07
5/16/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:03:12
5/16/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:00:04
5/16/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:05:29
5/16/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:00:34
5/17/2013	Voice	Berthold, David (Lupin)	Outgoing	Nesta, Jim (Mylan)	0:02:21
5/17/2013	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Teva)	0:10:06
5/17/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	0:00:04
5/17/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	0:11:50
5/17/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	0:02:23
5/17/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:00:09
5/17/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:00:21
5/17/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:11:12
5/17/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	0:04:25
5/17/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	0:00:05
5/17/2013	Text	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	0:00:00
5/17/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	0:16:02

b. *Teva, Mylan, Lupin, and Zydus collude upon Zydus's Entry in March 2014*

803. In February 2014, Zydus was preparing to launch into the Fenofibrate market. Green, now at Zydus, colluded with Patel, Rekenhalter, Nesta, Berthold, and Perrigo's Tony Polman to share pricing information and allocate market share to his new employer, Zydus.

804. On February 21, 2014, Teva's Patel sent a calendar invite to Rekenhalter and to her supervisor, K.G., Senior Director, Marketing Operations, for a meeting to discuss "Post Launch Strategy (Multiple Products)" on February 24, 2014. One discussion item was Zydus's anticipated entry into the Fenofibrate market. Notably, Defendant Zydus did not enter the Fenofibrate market until a few weeks later on March 7, 2014.

805. In the days leading up to the meeting, between February 19 and February 24, Patel and Green spoke by phone at least 17 times – including two calls on February 20 lasting twenty-

seven (27) minutes and nearly nine (9) minutes, respectively; one call on February 21 lasting twenty-five (25) minutes; and a call on February 24 lasting nearly eight (8) minutes.

806. On or about March 7, 2014, Zydus entered the Fenofibrate market at WAC pricing that matched Teva, Mylan, and Lupin. In the days leading up to the launch, all four competitors were in regular contact with each other to discuss pricing and allocating market share to Zydus. Indeed, between March 3 and March 7, these competitors exchanged at least 26 calls with each other. These calls are detailed in the table below:

Date	Call Type	Target Name	Direction	Contact Name	Duration
3/3/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Green, Kevin (Zydus)	0:20:00
3/3/2014	Voice	Rekenthaler, David (Teva)	Incoming	Nesta, Jim (Mylan)	0:14:00
3/3/2014	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Zydus)	0:00:03
3/3/2014	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Zydus)	0:00:05
3/3/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:00:04
3/3/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:19:43
3/3/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:00:04
3/3/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	0:00:00
3/3/2014	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Zydus)	0:00:04
3/3/2014	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Zydus)	0:00:03
3/3/2014	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Zydus)	0:00:05
3/3/2014	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Zydus)	0:00:04
3/3/2014	Voice	Nesta, Jim (Mylan)	Outgoing	Rekenthaler, David (Teva)	0:13:30
3/3/2014	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Zydus)	0:00:07
3/4/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:00:04
3/4/2014	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Zydus)	0:00:00
3/4/2014	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Zydus)	0:00:04
3/4/2014	Voice	Berthold, David (Lupin)	Outgoing	Green, Kevin (Zydus)	0:13:26
3/5/2014	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Zydus)	0:08:15
3/6/2014	Voice	Green, Kevin (Zydus)	Outgoing	M.A. (Mylan)	0:01:00
3/6/2014	Voice	Green, Kevin (Zydus)	Outgoing	M.A. (Mylan)	0:01:00
3/6/2014	Voice	Green, Kevin (Zydus)	Outgoing	M.A. (Mylan)	0:03:00
3/6/2014	Voice	Green, Kevin (Zydus)	Incoming	M.A. (Mylan)	0:17:00
3/6/2014	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:07:20
3/6/2014	Voice	Green, Kevin (Zydus)	Outgoing	M.A. (Mylan)	0:01:00
3/6/2014	Voice	Green, Kevin (Zydus)	Incoming	M.A. (Mylan)	0:12:00

807. During the morning of March 17, 2014, Patel and Green had two more phone calls, lasting nearly six (6) minutes and just over five (5) minutes. During those calls they were discussing

how to divvy up the market for several products where Zydus was entering the market. A half an hour after the second call, Patel e-mailed her supervisor, K.G., identifying “LOE Targets to Keep” for several products on which Teva overlapped with Zydus - including Fenofibrate. With respect to Fenofibrate, Patel recommended “Defend all large customers.” Later that same day, Patel called Green again and they spoke for more than eleven (11) minutes.

808. In the months that followed, Teva “strategically conceded” several customers to Zydus in accordance with the agreement they had reached.

809. For example, on Friday March 21, 2014, J.P., a Director of National Accounts at Teva, sent an internal e-mail to certain Teva employees, including Patel and Rekenthaler, notifying them that Zydus had submitted an unsolicited bid to a Teva customer, OptiSource. Patel responded that Teva was “Challenged at Humana as well.”

810. That morning, Patel sent a calendar invite to Rekenthaler and to K.G. scheduling a meeting to discuss “Open Challenges-Retain/Concede Plan.” One item on the agenda was “Fenofibrate (Zydus at Opti and Humana-propose to concede).”

811. The following Monday – March 24, 2014 – Patel sent internal e-mails directing that Teva “concede” OptiSource and Humana to Zydus. Patel further stated that Teva provided a “courtesy reduction” to a third customer, NC Mutual, but stated that Teva should “concede if additional reduction is requested.” That same day, Patel called Green and they spoke for more than fourteen (14) minutes. She also spoke with Berthold of Lupin for nearly twelve (12) minutes.

812. In the meantime, Zydus bid at another Teva customer, Ahold. On March 25, 2014, Patel e-mailed Rekenthaler stating “Need to discuss. NC pending, and new request for Ahold. We may not be aligned.” Patel then sent an internal e-mail directing that Teva “concede” the Ahold business. Later that day, Patel called Green. He returned the call and they spoke for nearly eight (8) minutes. Patel also called Berthold of Lupin and they spoke for five (5) minutes.

813. On May 13, 2014, Zydus bid on Fenofibrate at Walgreens, which was also Teva's customer. The next day, on May 14, 2014, Patel forwarded the bid to her supervisor, K.G., and explained "if we concede, we will still be majority share, but only by a few share points. On the other hand, if Zydus is seeking share, they're challenging the right supplier, but the size of the customer is large. What are you[r] thoughts on asking them to divide the volume 25% Zydus and 75% Teva? This way, we've matched, retained majority and will hopefully have satisfied Zydus, and minimize them going elsewhere."

814. K.G. agreed with the approach and on May 15, 2014, Patel sent an internal e-mail directing that Teva reduce its price to Walgreens but explained that "we will retain 75% of the award. The remainder will go to Zydus. Hopefully, this will satisfy their share targets." Patel emphasized that we "need to be responsible so that Zydus doesn't keep challenging Teva in the market." Later that day, Green called Patel and they spoke for twenty (20) minutes.

815. On June 2, 2014, Green called Patel and they spoke for nearly six (6) minutes. He also called Rekenhalter, and they spoke for two (2) minutes. Two days later, on June 4, 2014, Zydus submitted an unsolicited bid for Fenofibrate at Anda, a Teva customer.

816. On June 10, 2014, T.S., Senior Analyst, Strategic Support at Teva e-mailed J.P., Director of National Accounts, stating "We are going to concede this business to Zydus per upper management." T.S. forwarded the e-mail to K.G., copying Patel and Rekenhalter, asking to "revisit the decision to concede ANDA" because "[w]e need to send Zydus a message to cease going after all of our business." Rekenhalter responded, "At Anda I would suggest you try to keep our product on their formulary in a secondary position and we'll continue to get sales. . . . Zydus has little market share on Fenofibrate that I can tell and they'll continue to chip away at us until they get what they are looking for." A few hours later, J.P. responded that Anda would maintain Teva on secondary

and award the primary position to Zydus. Anda was fully aware that Teva was conceding Anda's business to Zydus because it was a new entrant.

817. The next day, on June 11, 2014, Green called Rekenthaler, and they spoke for eight (8) minutes. Later that day, Patel called Green. He returned the call and they spoke for nearly fifteen (15) minutes.

28. Fluocinonide

818. Fluocinonide, also known by the brand name Lidex, is a topical corticosteroid used for the treatment of a variety of skin conditions, including eczema, dermatitis, psoriasis, and vitiligo. It is one of the most widely prescribed dermatological drugs in the United States.

819. There are several different formulations of Fluocinonide including, among others: Fluocinonide 0.05% cream, Fluocinonide 0.05% emollient-based cream, Fluocinonide 0.05% gel and Fluocinonide 0.05% ointment.

a. February 2013 Price Increase - Fluocinonide Ointment

820. In early 2013, the Fluocinonide Ointment market was evenly split between Teva with 50% share and Taro with 42% share.

821. On February 12, 2013, Taro increased pricing on several products, including Fluocinonide Ointment. The increase included a 15% increase to WAC.

822. On February 21, 2013, M.A., a Sandoz marketing executive, e-mailed Kellum and other Sandoz executives to advise that Taro had increased pricing on several products for which Sandoz was re-entering the market, including Fluocinonide Ointment. That same morning, CW-3 of Sandoz called Marcus of Taro and they spoke for (9) minutes. Immediately after hanging up with Marcus, CW-3 called his supervisor, Kellum, and they spoke for four (4) minutes.

823. One week later, on February 28, 2013, McKesson e-mailed Taro stating that it had received an unsolicited bid on Fluocinonide Ointment and asked whether Taro wanted to bid to

retain the business. Later that day, CW-3 called Marcus again and the two competitors spoke for eleven (11) minutes. First thing the next morning, on March 1, 2013, CW-3 called his boss Kellum, and they spoke for five (5) minutes.

824. On March 2, 2013, CW-3 and Marcus exchanged three (3) text messages. That same day, Elizabeth Guerrero, a Taro sales executive, forwarded the customer request along internally and attached a spreadsheet indicating that McKesson was Taro's largest customer and including the notation: "Sandoz has approval and is looking for share."

825. Two days later, on March 4, 2013, M.L., a Taro pricing executive, forwarded the McKesson request to Perfetto and other Taro executives suggesting that Taro reduce its pricing by 20% and retract the price increase to retain the business. Perfetto responded that he was okay with this approach, but posed a question: "do we [have] all three wholesalers . . . or just mckesson . . . or do we have two of the three . . . that may play into [S]andoz approach."

826. On March 5, 2013, M.L. confirmed that Taro supplied all three wholesalers and Perfetto responded by asking Jim Josway, a senior Taro sales executive, "are we primary at ABC and/or Cardinal . . . if so we will need to give one up . . . to Sandoz . . . Otherwise this product could go down rapidly . . ." After confirming that Taro was primary on all three, Josway replied, "I would agree with Mike P[erfetto] that if Fougera is in / back we may have to give up a wholesaler. But McKesson wouldn't be my first choice."

827. Looking for a creative way to communicate with Sandoz that Taro would rather it approach ABC or Cardinal instead of McKesson, Perfetto reached out to his former colleague at Actavis, Aprahamian, who he knew had a relationship with CW-3 at Sandoz.²⁸ Perfetto asked Aprahamian to speak with CW-3 about Fluocinonide Ointment. The two exchanged calls, and

²⁸ Aprahamian was in the process of leaving Actavis at this point, but would not formally begin working at Taro until two weeks later – on March 18, 2013.

Aprahamian reported back to Perfetto what they discussed. These calls are detailed in the chart below:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
3/4/2013	Voice	Perfetto, Mike (Taro)	Outgoing	Aprahamian, Ara (Actavis)	15:18:00	0:14:00
3/5/2013	Voice	Perfetto, Mike (Taro)	Outgoing	Aprahamian, Ara (Actavis)	8:01:00	0:02:00
3/5/2013	Voice	Aprahamian, Ara (Actavis)	Outgoing	CW-3 (Sandoz)	8:05:00	0:02:00
3/5/2013	Voice	Aprahamian, Ara (Actavis)	Incoming	CW-3 (Sandoz)	12:07:00	0:11:00
3/5/2013	Voice	Aprahamian, Ara (Actavis)	Incoming	Perfetto, Mike (Taro)	14:52:00	0:04:00
3/6/2013	Voice	Aprahamian, Ara (Actavis)	Incoming	CW-3 (Sandoz)	10:50:00	0:04:00
3/6/2013	Voice	Aprahamian, Ara (Actavis)	Incoming	Perfetto, Mike (Taro)	13:24:00	0:03:00

828. At the same time, CW-3 was reporting back to CW-1, a Sandoz senior pricing executive, what he had discussed with Aprahamian. Shortly after that discussion, CW-1 e-mailed Kellum and Freddy Rosado, a Sandoz pricing executive, regarding Fluocinonide Ointment stating that he had “[j]ust received intel telling me that Taro will defend Mckesson. Also told that we should have no resistance going to either ABC or Cardinal.” Kellum responded, “Let’s do ABC and see where that lands us.” Less than an hour later, Kellum called CW-3 and they spoke for twenty-three (23) minutes. Later that day, CW-3 called Aprahamian. The call lasted less than one (1) minute.

829. Having identified ABC as its target, CW-1 then asked CW-3 to contact Taro and obtain price points for the customer. Following this directive, CW-3 exchanged several calls with Aprahamian who, in turn, spoke with Perfetto and then relayed the information back to CW-3. This call pattern is detailed in the chart below:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
3/8/2013	Voice	CW-3 (Sandoz)	Outgoing	Aprahamian, Ara (Actavis)	12:20:06	0:00:30
3/8/2013	Voice	CW-3 (Sandoz)	Outgoing	Aprahamian, Ara (Actavis)	12:27:00	0:04:00
3/8/2013	Voice	Aprahamian, Ara (Actavis)	Outgoing	Perfetto, Mike (Taro)	12:47:00	0:01:00
3/8/2013	Voice	Aprahamian, Ara (Actavis)	Incoming	Perfetto, Mike (Taro)	12:49:00	0:09:00
3/11/2013	Voice	Aprahamian, Ara (Actavis)	Incoming	Perfetto, Mike (Taro)	14:16:00	0:03:00
3/11/2013	Voice	Aprahamian, Ara (Actavis)	Outgoing	CW-3 (Sandoz)	14:18:00	0:01:00
3/11/2013	Voice	Aprahamian, Ara (Actavis)	Outgoing	CW-3 (Sandoz)	14:25:00	0:05:00

830. After speaking with Aprahamian for the last time on March 11, 2013, CW-3 called CW-1 and left him the following voicemail:

Mike, it's Chris. Hey – I'm going to leave you this message on Fluocinonide – I think it's the Ointment. Old pricing for Taro at ABC. These are net prices – old and new nets ... 15gm - \$9.50, new price \$12; 30 gm – old price 13.25, new price 16.75; 60gm \$20, new price \$25. Alright? Thanks, bye.

831. In accordance with the agreement between the two competitors, Sandoz bid on Fluocinonide Ointment at ABC and Taro promptly conceded the business.

b. *July 2013 Price Increases – All four formulations*

832. Teva coordinated with Taro and Sandoz to increase the price of all four formulations of Fluocinonide, along with several other drugs, as part of the July 3, 2013, price increases, based in part on discussions that started between Patel and Aprahamian even before Patel started her employment at Teva. The increases to the WAC prices in 2013 were a modest 10-17%, depending on the formulation.

c. *2014 Price Increases*

833. As of June 2014, Teva, Taro and Sandoz were the only three manufacturers actively selling any of the four Fluocinonide formulations. On June 11, 2014, Teva identified the market-share breakdown for each of the different formulations of those drugs as follows:

Product Description	Teva Market Share	Market Data
FLUOCINONIDE CREAM 0.05% 15GM	12.7%	Taro 87.2%
FLUOCINONIDE CREAM 0.05% 30GM	12.7%	Taro 87.2%
FLUOCINONIDE CREAM 0.05% 60GM	12.7%	Taro 87.2%
FLUOCINONIDE CREAM-E 0.05% 15GM	29.2%	Taro 69.5%; Sandoz 1.3%
FLUOCINONIDE CREAM-E 0.05% 30GM	29.2%	Taro 69.5%; Sandoz 1.3%
FLUOCINONIDE CREAM-E 0.05% 60GM	29.2%	Taro 69.5%; Sandoz 1.3%
FLUOCINONIDE GEL 0.05% 60GM	26.0%	Taro 61.7%
FLUOCINONIDE OINTMENT 0.05% 15GM	53.8%	Taro 37.7%; Sandoz 8.5%
FLUOCINONIDE OINTMENT 0.05% 30GM	53.8%	Taro 37.7%; Sandoz 8.5%
FLUOCINONIDE OINTMENT 0.05% 60GM	53.8%	Taro 37.7%; Sandoz 8.5%

834. The 2014 coordinated increase of Fluocinonide was much more significant. Taro raised its prices for all four Fluocinonide formulations effective June 3, 2014. For each, the increases to Taro's WAC prices are set forth below:

Formulation	Percentage Increase to WAC
Fluocinonide 0.05% Cream	206 – 754%
Fluocinonide 0.05% Gel	155 – 255%
Fluocinonide 0.05% Ointment	206 – 483%
Fluocinonide Emollient-Based 0.05% Cream	160 – 430%

Taro notified its customers of the increases the day before they became effective – June 2, 2014.

835. Patel knew of these (and other) Taro increases well in advance and was prepared so that Teva would be able to quickly follow the price increases. Patel was already preparing for the next round of Teva price increases in June 2014; many of which would ultimately be implemented by Teva in August.

836. On May 14, 2014, Patel and Aprahamian exchanged eight (8) text messages and had one phone conversation lasting more than four (4) minutes.

837. Subsequent to the May 14 communications Patel directed a colleague to create a list of future price increase candidates, based on a set of instructions and data she had given him. On May 28, 2014, that colleague sent her a list titled “2014 Future Price Increase Candidate Analysis.” The list included several drugs sold by Taro –including the four formulations of Fluocinonide (plus Carbamazepine and Clotrimazole) – with the notation “Follow/Urgent” listed as the reason for the increase, *even though Taro had not yet increased its price on those drugs or notified its customers that it would be doing so.* The relevant portions of that spreadsheet are set forth below:

Item Description	Product Family	BUCKET
CARBAMAZEPINE TABLETS 200MG 100	CARBAMAZEPINE TABLETS	Follow/Urgent
CARBAMAZEPINE TABLETS 200MG 1000	CARBAMAZEPINE TABLETS	Follow/Urgent
CLOTRIMAZOLE TOPICAL SOLUTION 1% 10ML	CLOTRIMAZOLE TOPICAL SOLUTION	Follow/Urgent
CLOTRIMAZOLE TOPICAL SOLUTION 1% 30ML	CLOTRIMAZOLE TOPICAL SOLUTION	Follow/Urgent
FLUOCINONIDE CREAM 0.05% 15GM	FLUOCINONIDE CREAM	Follow/Urgent
FLUOCINONIDE CREAM 0.05% 30GM	FLUOCINONIDE CREAM	Follow/Urgent
FLUOCINONIDE CREAM 0.05% 60GM	FLUOCINONIDE CREAM	Follow/Urgent
FLUOCINONIDE CREAM-E 0.05% 15GM	FLUOCINONIDE E CREAM	Follow/Urgent
FLUOCINONIDE CREAM-E 0.05% 30GM	FLUOCINONIDE E CREAM	Follow/Urgent
FLUOCINONIDE CREAM-E 0.05% 60GM	FLUOCINONIDE E CREAM	Follow/Urgent
FLUOCINONIDE GEL 0.05% 60GM	FLUOCINONIDE TOPICAL GEL	Follow/Urgent
FLUOCINONIDE OINTMENT 0.05% 15GM	FLUOCINONIDE OINTMENT	Follow/Urgent
FLUOCINONIDE OINTMENT 0.05% 30GM	FLUOCINONIDE OINTMENT	Follow/Urgent
FLUOCINONIDE OINTMENT 0.05% 60GM	FLUOCINONIDE OINTMENT	Follow/Urgent

838. On June 3, 2014 – the day the Taro increases on Fluocinonide became effective – CVS reached out to T.C., a senior sales executive at Teva, indicating that it had an “immediate opportunity” on Fluocinonide 0.05% Cream and Fluocinonide 0.05% Emollient Cream, but did not give a reason for providing that opportunity to Teva. The CVS representative offered to move a significant amount of business from Taro to Teva, stating: “Opportunity knocks.” The e-mail was forwarded to Patel, who responded:

From: Nisha Patel02
Sent: Tuesday, June 03, 2014 12:46 PM
To: [REDACTED]
Subject: Re: Fluocinonide Cream

I suspect a price increase...and we would likely follow.

Sent from my iPhone

839. Of course, Patel already knew the bid request was due to a price increase, because she had spoken to Aprahamian in May and included Fluocinonide on her list of price increases with a notation to “Follow/Urgent.” But she still needed to determine the specific price points so that Teva could follow quickly.

840. T.C. stated that she had not heard about a price increase from anyone else but indicated that she would “snoop around.” Patel stated: “OK. Thanks. I’ll do the same.”

841. Patel immediately began snooping around by exchanging five (5) text messages with Aprahamian at Taro. Later that afternoon, she reported that she had “[c]onfirmed that Taro increased,” but that she was “still working on intel.” K.G. at Teva suggested that it might be a good opportunity to take some share from Taro – the market share leader on several of the Fluocinonide formulations. He asked Patel to provide “guidance” by the next day. Patel responded at 4:23 pm, making it clear that she had been talking to Aprahamian not only about Fluocinonide, but other drugs as well:

I expect to provide guidance at some point in the morning. I’m also hearing Warfarin, Carbamazepine as well. I’ll be looking at shares and intel tomorrow and will provide commentary. (Taro is a high quality competitor. It’s just a matter of who the others are.)

842. Shortly after sending that e-mail Patel called Aprahamian and they spoke for nearly seven (7) minutes. As discussed more fully below, Taro had also increased its prices for Warfarin and Carbamazepine on June 3. Teva followed those substantial Taro price increases with equally substantial increases of its own in August.

843. First thing the next morning – June 4, 2014 – Patel exchanged two (2) more text messages with Aprahamian, and then the two spoke on the phone for more than twenty-five (25) minutes. Within minutes after hanging up the phone with Aprahamian, Patel sent the following e-mail to K.G., making it clear that she had obtained additional “intel” that she did not want to put in writing:

From: Nisha Patel02
Sent: Wed 6/04/2014 10:44 AM (GMT-05:00)
To: [REDACTED]
Cc:
Bcc:
Subject: Fluo Crm and E Crm Info
Attachments: Analysource_Report_20140604113534(1).xlsx

[REDACTED],

Per your request, I have added in the plain cream. I know you're working on a lot, so just let me know if you'd like to discuss further. I have additional intel (I can discuss with you) that will be useful.

We should probably discuss how we want to handle all Taro increase items. Taro is a high quality competitor--I think we need to be responsible where we have adequate market share.

Thanks,

Nisha

844. That same day, Teva received a bid request from another large customer, Walmart. Shortly after that e-mail was forwarded to her, Patel responded by making it clear that Teva would play nice in the sandbox with Taro:

From: Nisha Patel02
Sent: Wed 6/04/2014 2:09 PM (GMT-05:00)
To: [REDACTED]
Cc:
Bcc:
Subject: RE: Item Questions

[REDACTED]

(Please consider the Taro items alert items.) Based on quality of competitor, the intention of being responsible in the market, and market share, below is my commentary:

1. Gel: WAC issue. I estimate that WM nets are right around our WAC. Recommend bidding right below WAC, assuming we can supply.
2. Ointment: Should not pursue. We have reasonable share.
3. Cream: Since we are pursuing CVS, and assuming it works out, we should probably not pursue.

845. After further deliberation, Teva decided not to bid on any of the Walmart business at all.

846. On June 23, 2014, as Teva was planning to implement a price increase on Fluocinonide to follow the Taro increase, Patel forwarded a spreadsheet to a subordinate with “intel” she had obtained directly from Aprahamian. That spreadsheet contained specific Taro

customer price points for the different formulations of Fluocinonide for each of the various classes of trade (i.e., wholesalers, chain drug stores, mail order and GPO). Prior to sending that “intel,” Patel had spoken to Aprahamian on June 17 for fifteen (15) minutes, and June 19 for nearly fourteen (14) minutes. The contract price points obtained by Patel were not otherwise publicly available.

847. Sandoz was also a competitor on two formulations of Fluocinonide – Fluocinonide ointment and Fluocinonide gel – but was only actively marketing the gel. Not coincidentally, Aprahamian was having similar communications with his contact at Sandoz, CW-3, during this time period. At least some of those calls are set forth below:

Date	Call Type	Target Name	Direction	Contact Name	Duration
6/17/2014	Voice	Aprahamian, Ara (Taro)	Outgoing	CW-3 (Sandoz)	0:01:00
6/18/2014	Voice	Aprahamian, Ara (Taro)	Outgoing	CW-3 (Sandoz)	0:01:00
6/18/2014	Voice	Aprahamian, Ara (Taro)	Outgoing	CW-3 (Sandoz)	0:01:00
6/19/2014	Voice	Aprahamian, Ara (Taro)	Outgoing	CW-3 (Sandoz)	0:01:00
6/20/2014	Voice	Aprahamian, Ara (Taro)	Outgoing	CW-3 (Sandoz)	0:02:00
6/20/2014	Voice	Aprahamian, Ara (Taro)	Incoming	CW-3 (Sandoz)	0:04:00
6/20/2014	Voice	Aprahamian, Ara (Taro)	Outgoing	CW-3 (Sandoz)	0:10:00

848. During one of the calls on June 20 referenced above, Aprahamian dictated to CW-3 over the telephone specific Taro contract price points for each of the same classes of trade that he had provided to Patel, for Fluocinonide ointment, Fluocinonide gel, and various other drugs that Taro had increased that overlapped with Sandoz. CW-3 took very detailed notes of the pricing information Aprahamian provided, which again were not publicly available. Based on a history and pattern of practice between CW-3 and Aprahamian, it was understood that Sandoz would follow the Taro price increase.

849. On June 26, 2014, Teva sent out a calendar notice to a number of sales and pricing employees- including Patel and Rekenthaler - for a 3 pm conference call that day. The notice stated: “We will discuss the upcoming price increase for all Fluocinonide products: Fluocinonide Cream,

Fluocinonide E-Cream, Fluocinonide Gel, Fluocinonide Ointment. We are targeting an announcement date of Monday, June 30th for an effective date of July 1st.” The next morning, at 9:57 am, Patel and Aprahamian spoke again for nearly thirteen (13) minutes.

850. The Teva price increases on Fluocinonide became effective on July 1, 2014. Teva increased its WAC pricing to match Taro’s pricing almost exactly. That same day, Patel spoke to her contact at Sandoz - CW-1 - several times, including at least those calls set forth below:

Date	Call Typ	Target Name	Direction	Contact Name	Time	Duration
7/1/2014	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	7:54:45	0:00:03
7/1/2014	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	9:59:38	0:01:34
7/1/2014	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	15:05:31	0:00:03
7/1/2014	Voice	Patel, Nisha (Teva)	Incoming	CW-1 (Sandoz)	15:10:28	0:00:11
7/1/2014	Voice	Patel, Nisha (Teva)	Incoming	CW-1 (Sandoz)	15:13:36	0:01:59
7/1/2014	Voice	Patel, Nisha (Teva)	Incoming	CW-1 (Sandoz)	15:21:17	0:07:14
7/1/2014	Voice	Patel, Nisha (Teva)	Incoming	CW-1 (Sandoz)	17:58:19	0:19:46

851. During those calls, Patel informed CW-1 of the Teva price increase and provided specific price points to CW-1 so that Sandoz would be able to follow the price increase.

852. Sandoz was in the process of exiting the market for Fluocinonide ointment (it had ceased its sales by September 2014 but followed the increase on the gel three months later, on October 10, 2014). Sandoz increased its WAC pricing on the gel by 491%. That same day, Patel spoke to CW-1 at Sandoz by phone for more than three (3) minutes.

853. During this time period, Actavis had also started to re-enter the market for Fluocinonide 0.05% cream but had not yet gained any significant market share due to supply problems. Nonetheless, Actavis still followed the Taro and Teva price increases in December 2014 by raising its prices to the exact WAC prices as Teva and Taro. The Actavis price increase on Fluocinonide cream was effective December 19, 2014. Not surprisingly, in the days and weeks leading up to the Actavis price increase, the co-conspirators at Actavis, Taro and Teva were all communicating frequently. At least some of those communications are set forth below:

Date	Call Type	Target Name	Direction	Contact Name	Duration
12/3/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:01:39
12/3/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:00:00
12/3/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:00:06
12/3/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:00:16
12/3/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:00:00
12/5/2014	Voice	Aprahamian, Ara (Taro)	Outgoing	M.D. (Actavis)	0:01:00
12/5/2014	Voice	Aprahamian, Ara (Taro)	Outgoing	M.D. (Actavis)	0:01:00
12/9/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:00:00
12/9/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:00:22
12/9/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:00:19
12/10/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:00:07
12/10/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:07:59
12/10/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:02:37
12/11/2014	Voice	Aprahamian, Ara (Taro)	Outgoing	M.D. (Actavis)	0:02:00
12/11/2014	Voice	Aprahamian, Ara (Taro)	Outgoing	Patel, Nisha (Teva)	0:16:00
12/17/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:02:35
12/17/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:08:00
12/18/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:02:40

d. *2015 G&W Enters the Market for Fluocinonide Gel*

854. Fluocinonide Gel is a topical medication prescribed for the treatment of atopic dermatitis, psoriasis, and other inflammatory skin conditions.

855. For most of 2015, Taro was the only player in the market, with Teva and Sandoz having discontinued Fluocinonide Gel from their product lines in late 2014.

856. In the fall of 2015, however, G&W was making plans to join Taro in the market by launching the product that November, after purchasing the product from Teva. G&W built into its plans an assumption that Taro would cede approximately twenty-five (25%) percent market share to G&W upon its launch.

857. By mid-November, G&W had bumped its product launch date back to December because of a product testing problem at an outside lab. No longer content with assuming that Taro would give it a quarter of the market when the launch came to fruition, G&W executives reached out to the competitor to confirm. On November 17, 2015, Orlofski of G&W called Aprahamian at

Taro, and the two competitors spoke for seventeen (17) minutes. Later that same day, Perfetto of Taro placed a brief call to Orlofski. M.P., a G&W business development executive, also continued the dialogue with a call to Perfetto on November 18, 2015.

858. On November 20, 2015, Vogel-Baylor of G&W worked on confirming that Taro was, indeed, the only competitor with whom G&W had to confer, asking a colleague to pull information for Fluocinonide Gel: “I need to see who the players are and how much share each player currently has.” Orlofski placed another quick call to Perfetto on November 21, 2015.

859. Two days later, on November 23, 2015, at 11:25 a.m., Orlofski called Perfetto yet again. They spoke for seven (7) minutes. Less than two hours later, Vogel-Baylor sent Kroger an e-mail with news of the G&W launch of Fluocinonide Gel and a request for information about the purchaser’s usage numbers for the product. On November 24, 2015, Kroger responded that G&W would need to offer all three sizes of the product – 15gm, 30gm, and 60gm – before it would consider moving the business. G&W, however, would not be prepared to launch the two smaller sizes until May 2016.

860. The Kroger response sent the competitors back to square one in figuring out how to allocate the Fluocinonide Gel market between them. G&W set to work quickly exploring other options. On November 25, 2015, Orlofski called Perfetto and the two competitors spoke for seven (7) minutes.

861. On December 3, 2015, Vogel-Baylor reached out to Walgreens asking whether the customer would entertain a bid for Fluocinonide Gel. Vogel-Baylor explained to Walgreens that it was “most likely [her] only target to start.”

862. A few days later on December 8, 2015, Aprahamian and Orlofski had a twenty- three (23) minute phone conversation. Later that day, Vogel-Baylor moved forward, e-mailing her

Walgreens contact to ask where G&W should send its Fluocinonide Gel proposal soliciting Walgreens' business.

863. While Vogel-Baylor awaited Walgreens' response, other G&W executives continued their conversations with their counterparts at Taro. On December 13, 2015, Perfetto called M.P. of G&W and they spoke for twenty-nine (29) minutes. The following day, December 14, 2015, Aprahamian called Orlofski, and they spoke for nine (9) minutes.

864. Having gotten the requested information from Walgreens late in the evening on December 14, 2015, and having vetted the plan with its competitor, G&W sent its pricing proposal on Fluocinonide Gel to Walgreens the following day.

865. Walgreens contacted Taro two days later, on December 17, 2015, to inform the incumbent of G&W's proposal and to find out whether Taro intended to defend. Taro sales executive C.U. asked Aprahamian: "Thoughts on our POA?" Aprahamian responded simply "we will be market responsible." C.U. wrote back, emphasizing that he was well aware of Taro's cooperative arrangement with its competitors, saying: "Thought so, just wasn't sure if we would be responsible elsewhere?"

866. To keep the lines of communication open, Orlofski called Perfetto first thing the following morning.

867. C.U. refrained from responding to Walgreens' question about Taro's intentions in writing, instead cautiously e-mailing his Walgreens contact on December 21, 2015: "Can you call my office when you get a chance?"

868. Having somehow overlooked C.U.'s request for a phone call, on January 4, 2016, the Walgreens representative again pressed for an answer on what Taro's approach would be on Fluocinonide Gel, asking: "Has anything been sent over on this request?" C.U. responded: "I sent

you this email and left you a few vmails to discuss this. At this time Taro will not be submitting a competitive offer.”

869. The following day, January 5, 2016, a Taro pricing executive, M.L., confirmed that Taro had voluntarily ceded its Walgreens business to the competitor, telling his colleague: “We gave up the Fluo Gel at WAG’s. Seems that G&W bought Teva plant and we had to give up share.”

870. That same day, a Taro pricing executive, A.L., advised C.U. that he should have someone on the pricing team send e-mails to customers when Taro declines to bid – like the one he sent to Walgreens for Fluocinonide Gel. As A.L. explained, “we should send it so you don’t look like the bad guy, you can always be the one, ‘I tried all I can but they are asshole[sic] in house they don’t understand the business ““

871. On January 6, 2016, the day after Taro declined to bid at Walgreens, Vogel- Baylor called C.U. at Taro and they spoke for twenty-five (25) minutes. Notably, this was the only phone call ever between these two competitors according to the available phone records.

872. Several months later, on April 26, 2016, C.U. forwarded along internally a monthly tracking spreadsheet entitled: “CU 2016 Gains and Losses March.” In the spreadsheet, C.U. noted with respect to Fluocinonide Gel at Walgreens: “Taro was market responsible and G&W came into market. Taro walked away from ROFR in January. Removal date is 3-31-16.”

29. Fluvastatin Sodium

873. Fluvastatin Sodium, also known by the brand name Lescol, among others, is a medication used to reduce the amount of cholesterol in the blood and is among the class of drugs known as statins.

874. During the relevant time frame, Teva and Mylan were the primary manufacturers of Fluvastatin Sodium.

875. Mylan increased its list (WAC) prices on a number of different drugs in April 2014. A number of these drugs also were manufactured by Teva, including Fluvastatin Sodium.

876. Almost immediately after Mylan announced price increases, Teva confirmed internally that it intended to follow the increases for Fluvastatin Sodium consistent with the established fair share and price fixing agreements between the two companies.

877. Teva's Rekenthaler spoke with Mylan's Nesta on April 24, May 20, and twice on May 27.

878. On August 28, 2014, Teva raised prices on a number of different drugs, including Fluvastatin Sodium. Leading up to the price increase, Rekenthaler spoke to Nesta on August 4, 7, 11, 18, and 21.

879. As a result of the agreement and anticompetitive coordination between Teva and Mylan, prices for Fluvastatin Sodium were higher than they would have been in a competitive market.

30. Gabapentin

880. Gabapentin, also known by the brand name Neurontin, is part of a class of drugs called anticonvulsants. The medication is used to treat epilepsy and neuropathic pain. Glenmark entered the market for Gabapentin 800mg and 600mg tablets on April 1, 2006.

881. On October 13 and 14, 2014, Patel attended the Annual Meeting of the Pharmaceutical Care Management Association ("PCMA") in Rancho Palos Verdes, California, along with a number of Teva's competitors. The PCMA described its Annual Meeting as "the . . . ideal venue for senior executives from PBMs, specialty pharmacy, payer organizations and pharmaceutical manufacturers to network, conduct business and learn about the most current strategic issues impacting the industry."

882. Shortly after returning from that meeting, during the morning of October 15, 2014, Patel informed colleagues at Teva that Glenmark would be taking a price increase on Gabapentin and suggested that this would be a great opportunity to pick up some market share. The Glenmark increase had not yet been made public and would not be effective until November 13, 2014. Nonetheless, Patel informed her colleagues in an e-mail that same day that there would be a WAC increase by Glenmark effective November 13, and that she had already been able to obtain certain contract price points that Glenmark would be charging to distributors. At around the time she sent the e-mail, Patel exchanged two (2) text messages with Brown of Glenmark.

883. Also in October 2014, Jim Grauso of Glenmark was speaking frequently with the CEO of Aurobindo, and the CEO was speaking frequently with Teva's Rekenthaler.

884. Having relatively little market share for Gabapentin, Teva discussed whether it should use the Glenmark price increase as an opportunity to pick up some market share. Over the next several weeks, Teva did pick up "a bit of share" to be more in line with fair share principles but cautioned internally that it did not "want to disrupt Glenmark's business too much."

885. These communications reflect that, even in instances when competitors took share from each other, it was fully in line with the conspiracy's fair share principles. Indeed, the fact that these high-level conspirators were actively communicating about confidential pricing information while also taking market share from each other demonstrates that Teva's act of taking market share from Glenmark was the conspiracy functioning on a business-as-usual basis.

31. Ciprofloxacin HCL and Glimepiride Tablets

886. Ciprofloxacin HCL Tablets, also known by various brand names including Cetraxal, Otiprio and Ciloxan, is an antibiotic that fights bacteria in the body. It is used to treat different types of bacterial infections, including skin infections, bone and joint infections, respiratory or sinus infections, urinary tract infections, and certain types of diarrhea.

887. Glimepiride Tablets, also known by the brand name Amaryl, is a medication used to control high blood sugar in people with type 2 diabetes.

888. Dr. Reddy's significantly increased its pricing on both Ciprofloxacin HCL and Glimepiride on August 18, 2014. The increases to the Ciprofloxacin HCL WAC were 201% - 533% depending on the dosage strength. The increases to the Glimepiride WAC were approximately 300% for all dosage strengths.

889. In the days and weeks leading up to the Dr. Reddy's price increases for Ciprofloxacin HCL and Glimepiride, V.B., a senior sales executive at Dr. Reddy's, spoke frequently with Patel about the planned increases. At least some of those phone communications are set forth below:

Date	Call Typ	Target Name	Direction	Contact Name	Time	Duration
7/10/2014	Voice	Patel, Nisha (Teva)	Incoming	V.B. (Dr. Reddy's)	13:28:12	0:12:14
7/18/2014	Voice	Patel, Nisha (Teva)	Outgoing	V.B. (Dr. Reddy's)	16:20:45	0:00:10
7/21/2014	Voice	Patel, Nisha (Teva)	Incoming	V.B. (Dr. Reddy's)	9:51:53	0:04:14
7/22/2014	Voice	Patel, Nisha (Teva)	Incoming	V.B. (Dr. Reddy's)	9:19:44	0:06:33
7/24/2014	Voice	Patel, Nisha (Teva)	Outgoing	V.B. (Dr. Reddy's)	10:31:30	0:00:04
7/24/2014	Voice	Patel, Nisha (Teva)	Incoming	V.B. (Dr. Reddy's)	10:40:28	0:04:03

890. V.B. continued to communicate with Patel after the Dr. Reddy's price increases became effective, in the hope that Teva would quickly follow with its own price increases. The two exchanged four (4) text messages on August 25, 2014 - only three days before Teva's substantial price increase on August 28, 2014.

891. Despite Dr. Reddy's best efforts, Teva was unable to add Glimepiride to its August 28 price increase. On the same day that Teva sent its price increase notices out to its customers, T.W., a senior account executive at Dr. Reddy's, obtained a complete list of Teva's price increases (including a number of drugs not sold by Dr. Reddy's). Although unclear how T.W. obtained this information, the subject line of the e-mail clearly identified the information as "Confidential Teva increases." In her message to several other Dr. Reddy's colleagues, T.W. stated:

On Aug 28, 2014, at 4:11 PM, [REDACTED] > wrote:

Hi All,
Teva had price increases today. No glimepiride though!
See products below.
Thanks,
[REDACTED]

892. J.M., a senior marketing executive at Dr. Reddy's, replied: "Thanks for sending. This was shown in the pricing compendium today. I was a little disappointed. However, some of the price increase[s] were led by other companies more than a month ago. So I am still hopeful they may follow." Dr. Reddy's anticipated that Teva would follow its price increases based on the understanding that had been reached between V.B. and Patel during their various conversations.

893. In fact, Teva did follow the Dr. Reddy's price increases on both Ciprofloxacin HCL and Glimepiride during its next round of price increases on January 28, 2015. In the interim, V.B. and Patel continued to communicate, exchanging four (4) text messages on October 10, 2014.

894. Actavis – the only other quality competitor in the market for Ciprofloxacin HCL – increased its pricing for that drug on December 19, 2014 to exactly match Dr. Reddy's WAC pricing. In the days leading up to the Actavis price increase, Rekenthaler of Teva spoke to Falkin of Actavis several times to coordinate the increase, including twice on December 17 (including one call lasting nearly nine (9) minutes) and once on December 18, 2014.

895. When Teva did follow the Dr. Reddy's (and Actavis) price increases on Ciprofloxacin HCL and Glimepiride, on January 28, 2015, Teva raised its WAC pricing to match Dr. Reddy's WAC prices exactly. That same day, Dr. Reddy's was (again) able to obtain a full copy of Teva's price increase list. That list included many drugs that Dr. Reddy's did not market.

32. Griseofulvin Microsize Oral Suspension

896. Griseofulvin Microsize Oral Suspension, also known by the brand name Grifulvin V, is a medication used to treat fungal infections of the skin, hair and nails that do not respond to creams or lotions. The medication works by stopping the growth of fungi.

897. On September 9, 2014, Actavis notified its customers of a price increase on Griseofulvin Microsize Oral Suspension. In the days leading up to September 9, 2014, Patel and Rekenthaler of Teva communicated with Falkin and Rogerson of Actavis to coordinate the increase. Some of those calls are detailed below:

Date	Call Type	Target Name	Direction	Contact Name	Duration
9/3/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	0:02:00
9/3/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	0:01:00
9/4/2014	Voice	Rekenthaler, David (Teva)	Incoming	Falkin, Marc (Actavis)	0:01:00
9/4/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	0:01:00
9/4/2014	Voice	Rekenthaler, David (Teva)	Incoming	Falkin, Marc (Actavis)	0:15:00
9/8/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	0:02:00
9/8/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	0:01:00
9/8/2014	Voice	Rekenthaler, David (Teva)	Incoming	Falkin, Marc (Actavis)	0:21:00
9/8/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	0:05:00
9/9/2014	Voice	Patel, Nisha (Teva)	Incoming	Rogerson, Rick (Actavis)	0:04:32

898. The Actavis price increase for Griseofulvin became effective on October 6, 2014.

899. Teva promptly added Griseofulvin to its own price increase list, with the notation “Follow Competitor- Actavis” as the reason for the price increase.

900. Teva followed the Actavis increase for Griseofulvin during its next price increase event on January 28, 2015. As discussed above, in the days leading up to that price increase Rekenthaler of Teva and Falkin of Actavis coordinated frequently. Teva’s price increase for Griseofulvin Microsize Oral Suspension matched Actavis’s WAC pricing exactly.

33. Haloperidol and Trifluoperazine HCL

901. Haloperidol, also known by the brand name Haldol, and Trifluoperazine HCL, also known by the brand name Stelazine, are antipsychotic drugs that are used to treat disorders such as schizophrenia and Tourette syndrome.

902. After Mylan and Teva implemented significant price increases in early July 2013, Sandoz executives sought to obtain a “comprehensive list” of those Teva and Mylan price increases. Sandoz sought this information because it did not want to accidentally compete for market share on any of the Teva or Mylan drugs that overlapped with Sandoz.

903. To that end, on July 15, 2013, Sandoz executives held an internal meeting during which CW-1 instructed members of the Sandoz sales team, including CW-2 and CW-4, “to investigate [the] list of Mylan and Teva increase items.”

904. That same day, CW-2 contacted his counterpart at Teva, Rekenthaler, and obtained the list of drugs that Teva increased on July 3, 2013, along with the percentage increases for each. Similarly, on July 16, 2013, CW-4 called her contact at Mylan, Nesta. The call lasted two-and-a-half (2.5) minutes. A half hour later, Nesta returned the call and they spoke for nearly nineteen (19) minutes.

905. During those two calls, CW-4 asked Nesta to identify the drugs Mylan had increased prices on so that Sandoz could follow with its own price increase. Nesta provided CW-4 with a list of drugs, highlighting that the Nadolol price increase would be large. Nesta also emphasized that Mylan did not appreciate having its prices challenged and that prices should be kept high. After the phone call ended, CW-4 sent the following e-mail to her superiors (the “July 2013 E-mail”):

From: [REDACTED]
Sent: Tuesday, July 16, 2013 6:31 PM
To: [REDACTED] Kellum, Armando; [REDACTED]
Subject: Price increases

Here are some of the pricing increases from Mylan I was able to garner. These are reportedly to be BIG increases,

Bupropion HCL
Diltiazem HCL
Haloperidol
Clomipramine
Sotalol
Tizanidine
Peprhenazine
Levothyroxine (Lanette followed)
Nadolol

There were others but ones we don't have. There may be others we have, but this is all I was able to get. Pretty well anything we get from a customer that isn't supply obviously is due to pricing increase.

If a specific product is questionable, let me know and I'll find out about it.

[REDACTED]

1

906. For at least one drug on the list – Haloperidol – Mylan had yet to raise price at the time of the July 2013 e-mail. Indeed, Mylan would not raise price on this product until August 9, 2013. On that date, Mylan also raised the price on Levothyroxine – a drug on the list that was also increased by Mylan in January 2013 – and at least two other Sandoz overlap drugs not on the list – Trifluoperazine HCL and Benazepril HCTZ.

907. Over the next several months, and consistent with their understanding, Sandoz declined to bid and take business from Mylan customers (except in one instance where Mylan had more than its fair share) and raised prices to match Mylan on a number of products.

908. Additionally, consistent with the overarching conspiracy's fair share principles, the price increases attracted new market entrants without any resulting price competition. For example, Zydus entered the market for Haloperidol in late 2014, and Kevin Green communicated frequently with Nesta to ensure that Zydus obtained market share without eroding market pricing.

909. On August 6, 2013, Nesta of Mylan called CW-4 at Sandoz twice. Both calls were less than a minute long. Three days later, on August 9, 2013, Mylan implemented significant price increases on both Haloperidol and Trifluoperazine HCL. For Haloperidol, Mylan increased the WAC price by 250% on several formulations. For Trifluoperazine HCL, Mylan increased the WAC price by 80% on all formulations.

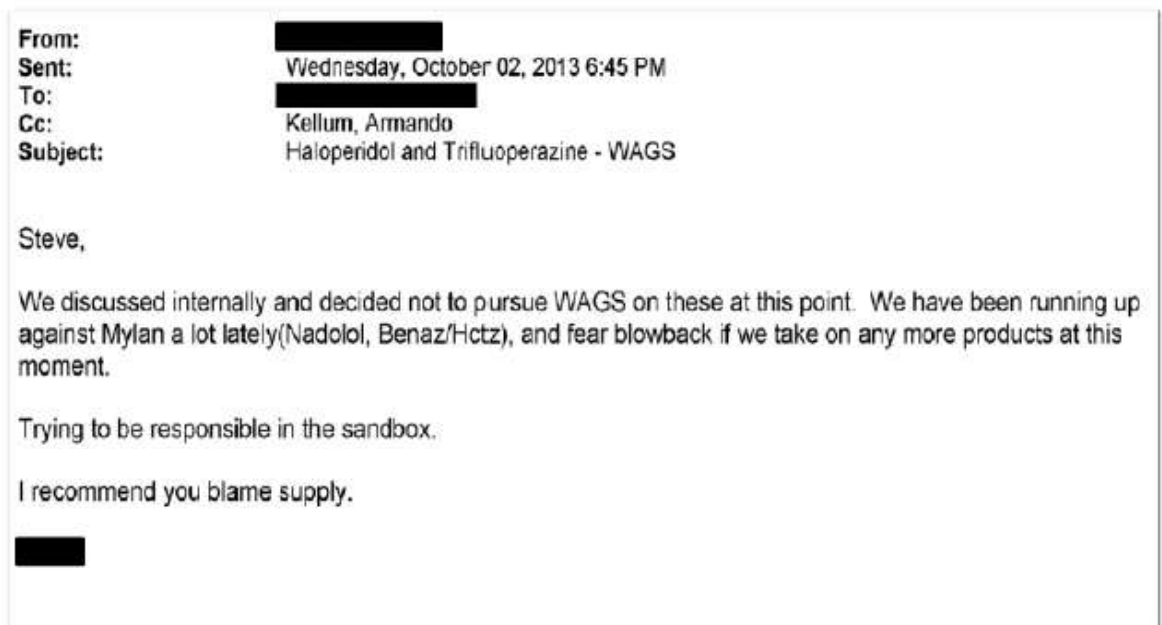
910. On August 19, 2013, S.G., a national account executive at Sandoz, sent an internal e-mail stating that Mylan increased its prices on Haloperidol and Trifluoperazine and that Sandoz needed to “rationalize the market.”

911. On August 22, 2013, CW-2 e-mailed Kellum stating that CVS “wanted to know if we will be raising price on Haloperidol and Trifluoperazine. Mylan took substantial increases.” Kellum forwarded the request to CW-1 and Freddy Rosado, a pricing manager at Sandoz. Rosado responded, “I believe the answer is yes?? We bid at current price in RFP and did not go after this business. I would answer yes. Thoughts?” CW-1 replied that he would obtain the pricing data, “but I would imagine we will be fast followers.”

912. On September 18, 2013, CW-1 e-mailed Kellum with his price increase analyses for Haloperidol and Trifluoperazine HCL. For Haloperidol, CW-1 indicated that Mylan had 72% market share, Sandoz had 15%, and Zydus had 10%. For Trifluoperazine HCL, CW-1 stated that “Mylan has 73% and we have 24%. This is a no brainer.”

913. On September 25, 2013, Walgreens – a Mylan customer – e-mailed Sandoz asking for bids on Haloperidol and Trifluoperazine HCL. CW-1 sent an internal e-mail explaining that “Mylan took a price increase on this product. That’s why he is asking. We are currently evaluating tak[ing] one ourselves.”

914. On October 2, 2013, CW-1 e-mailed S.G., the Sandoz national account executive assigned to Walgreens, directing S.G. to not only decline to bid at Walgreens, but also lie about the reason for doing so:



915. Over the next several days, CW-4 and Nesta spoke by phone several times. These communications are detailed in the table below. Prior to these calls, CW-4 and Nesta had not communicated by phone since August 6, 2013.

Date	Call Typ	Target Name	Direction	Contact Name	Duration
10/3/2013	Voice	Nesta, Jim (Nesta)	Outgoing	CW-4 (Sandoz)	0:00:00
10/3/2013	Voice	Nesta, Jim (Nesta)	Outgoing	CW-4 (Sandoz)	0:02:09
10/4/2013	Voice	Nesta, Jim (Nesta)	Incoming	CW-4 (Sandoz)	0:00:00
10/4/2013	Voice	Nesta, Jim (Nesta)	Incoming	CW-4 (Sandoz)	0:10:56
10/4/2013	Voice	Nesta, Jim (Nesta)	Outgoing	CW-4 (Sandoz)	0:00:24
10/4/2013	Voice	Nesta, Jim (Nesta)	Outgoing	CW-4 (Sandoz)	0:00:05
10/4/2013	Voice	Nesta, Jim (Nesta)	Outgoing	CW-4 (Sandoz)	0:00:00
10/14/2013	Voice	Nesta, Jim (Nesta)	Incoming	CW-4 (Sandoz)	0:11:19

916. On October 15, 2013 (the day after the last of the phone calls noted above), CW-1 e-mailed the Sandoz Pricing Committee recommending that Sandoz increase pricing on Haloperidol

and Trifluoperazine HCL. After reviewing the e-mail, O.K., a senior executive responsible for business planning at Sandoz, recommended approval of the Haloperidol price increase, but advised that Sandoz wait to increase the price of Trifluoperazine HCL until January 2014 because of price protection penalties that would be triggered if Sandoz increased in October 2013. As O.K. explained, “I understand that both price increases have been taken by Mylan in August and we are the followers. We might be sending the wrong signal to Mylan by not following promptly however 1.6m top/bottom-line hit with no upside is too big to swallow.”

917. Ultimately, Sandoz followed O.K.’s recommendation and increased its WAC pricing on Haloperidol to match Mylan’s pricing on October 25, 2013, but waited to follow on Trifluoperazine HCL until January 31, 2014.

34. Hydroxyurea Capsules

918. Hydroxyurea, also known by the brand names Droxia and Hydrea, is a medication used to treat sickle cell anemia and cancer of the white blood cells (chronic myeloid leukemia).

919. During the relevant time frame, Teva and Par were the primary manufacturers of Hydroxyurea.

920. The market for Hydroxyurea was mature and at all relevant times had multiple manufacturers.

921. After a period of relatively low and stable prices for Hydroxyurea capsules in 2008 and 2009, Teva and Par agreed to implement large price increases. In the spring of 2010, Teva and Par began to implement nearly simultaneous and identical price increases. By summer, Par and Teva Hydroxyurea effective prices were significantly higher and remained elevated for years thereafter.

922. In late 2011, Teva experienced a supply disruption and briefly exited the market. When it re-entered the market approximately 3 months later, rather than offer lower prices to win

back market share, Teva matched the elevated prices to which it had previously raised prices in parallel with Par.

923. Throughout this period, Teva and Par met at trade conferences and communicated directly with each other in furtherance of their price-fixing agreement on Hydroxyurea and of their fair share agreement.

924. For example, between March and June 2010 (when Par and Teva imposed their first coordinated price increases) Teva's Rekenthaler spoke with Gerald Burton, Par's Vice President of National Accounts via telephone on at least 5 occasions.

925. In 2014, Teva (again) raised its Hydroxyurea prices. This created a risk that Teva would lose customers and market share to Par. However, Defendants' fair share agreement allowed Teva to implement a significant price increase without a commensurate loss in sales. Before increasing prices in 2014, Teva again communicated directly with Par. Teva's Rekenthaler again reached out to the VP of National Accounts at Par. They spoke at least three times between August 24 and August 28, 2014, in furtherance of the Hydroxyurea price-fixing agreement and the fair share agreement.

35. Hydroxyzine Pamoate Capsules

926. Hydroxyzine Pamoate, also known by the brand name Vistaril, is an antihistamine with anticholinergic (drying) and sedative properties used as a sedative to treat anxiety and tension.

927. During the relevant time frame, Teva, Sandoz, Actavis, and Rising were the primary manufacturers of Hydroxyzine Pamoate.

928. In 2013, Rising was preparing to enter the market for Hydroxyzine Pamoate. During several calls in early October 2013, Rising's Senior Vice President of Sales coordinated with Green and Rekenthaler of Teva to acquire a large customer and facilitate Rising's entry into the Hydroxyzine Pamoate market.

929. In March and early April 2014, Patel and Rekenthaler both were communicating frequently with Teva's competitors to coordinate price increases. For example, Teva's Rekenthaler spoke to Falkin (Actavis) on March 11, 12 (twice), 14, 15, and 17, 2014, as well as on April 1, 2, 3, and 4, 2014. Teva's Patel spoke to Rogerson (Actavis) numerous times on both March 14 and 17, 2014, as well as on April 1, 3, and 4, 2014. Patel spoke to M.V., Associate Director of Pricing at Sandoz, on March 31, 2014, for fifteen (15) minutes and on April 4, 2014, for twenty-five (25) minutes. Rekenthaler spoke to P.K., SVP of Sales at Rising, on March 17 and 31, 2014.

930. After reaching a pricing and fair share agreement with the other Hydroxyzine Pamoate manufacturers, Teva increased its prices on April 4, 2014.

36. Irbesartan

931. Irbesartan is a drug used in the treatment of hypertension. It prevents the narrowing of blood vessels, thus lowering the patient's blood pressure. Irbesartan is also known by the brand name Avapro®.

932. Teva received approval to manufacture generic Irbesartan in March 2012.

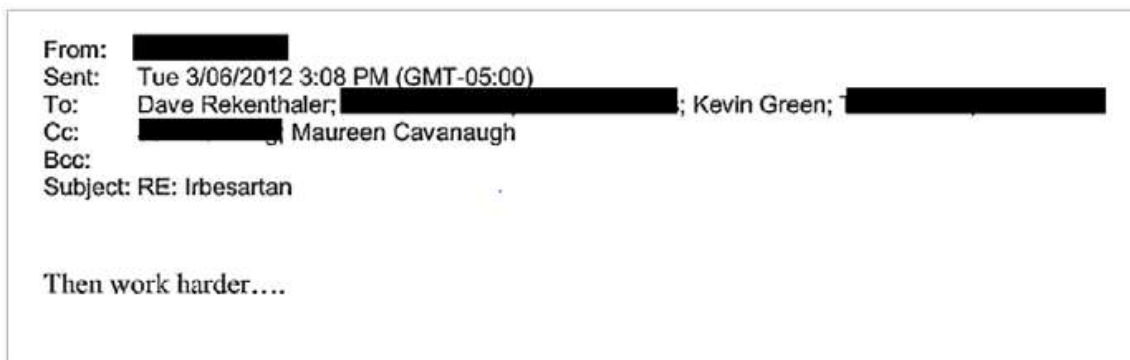
933. On March 6, 2012, Teva's K.G. polled the Teva sales team seeking information about competitors that were also making offers to supply Irbesartan.

934. At 11:27 am, J.P., an account manager at Teva responded: "Lupin is promising offers today." Less than twenty minutes later, Green placed a call to Berthold at Lupin. They talked for seventeen (17) minutes. Shortly after hanging up the phone, Green e-mailed his colleagues with the information he obtained:

From: Kevin Green
Sent: Tue 3/06/2012 12:26 PM (GMT-05:00)
To: [REDACTED]; Dave Rekenthaler; [REDACTED]
Cc: [REDACTED]; Maureen Cavanaugh
Bcc:
Subject: RE: Irbesartan

Lupin is looking for a 15% share. They already have ABC. Confirmed Zydus is out. I assume Winthrop id the AG

935. That same day, Rekenthaler informed the group that he still had not received “a call from any other manufacturer on Irbesartan.” He received an immediate response from a senior commercial operations executive at Teva, expressing his displeasure:



936. At 10:54 am the next day, Green called Berthold again. They spoke for nearly seven (7) minutes. At 12:20 pm, K.G. of Teva shared with the sales team the competitively sensitive information Green had obtained. Included were the details Berthold had shared with Green about which competitors were launching/not launching the drug, and the identity of the customers that received offers. K.G. stated that Teva was in a position to take up to a 40% market share when it launched Irbesartan on March 30, 2012.

37. Ketoconazole Cream and Tablets

937. Ketoconazole is an antifungal medication used to treat certain kinds of infections such as seborrhea, athlete’s foot, and ringworm.

938. Patel identified Ketoconazole Cream and Ketoconazole Tablets as price increase candidates sometime in February 2014. They were not listed on her original “Increase Potentials” list that she sent to K.G. on January 14, 2014, but they were on the list of “PI Candidates” that she sent to a colleague on February 26, 2014, with the following notes about each:

Ketoconazole Cream	Shared with Taro and Sandoz
Ketoconazole Tab	Shared with Taro, Myl and Apo

939. Taro was a common competitor on both drugs, but there were different sets of competitors for each formulation. For Ketoconazole Cream, Teva's competitors were Taro and Sandoz. For Ketoconazole Tablets, Teva's competitors were Taro, Mylan and Apotex.

940. Teva led the price increases for both drugs but made sure to coordinate with all of its competitors before (and as it was) doing so. On April 4, 2014 – the day of the increases – Patel spoke separately with both Aprahamian of Taro and CW-1 of Sandoz. During each call, she let them know that Teva was increasing the price of Ketoconazole. The same day, Rekenthaler spoke to Nesta of Mylan; he had previously communicated with Jeffrey Hampton, a senior sales executive at Apotex, on March 20 and 25, 2014.

941. On Ketoconazole Cream, co-conspirators at Taro and Sandoz were also communicating directly with each other. On April 4, 2014, for example, Aprahamian spoke to CW-3 at Sandoz for nineteen (19) minutes. They discussed the Teva increase and the fact that Taro would follow. CW-3 then sent an e-mail internally at Sandoz, alerting colleagues of the price increase and conveying information about Taro's price increase plans:

From: [REDACTED]
Sent: Friday, April 04, 2014 3:01 PM
To: [REDACTED]; Kellum, Armando; [REDACTED]
Subject: Ketoconazole Cream Price Increase

As an FYI, Teva increased contract price and WAC on Keto Cream yesterday (tripled). Taro will more than likely follow shortly. We should determine if Teva had additional increases yesterday as well.

942. CW-1 at Sandoz immediately told his colleagues not to bid on any new opportunities for the drugs, and instead put the products on “strict allocation” until Sandoz determined how to proceed.

943. That same day, Aprahamian sent a similar e-mail internally to his colleagues at Taro.

944. The following Monday, April 7, 2014, Taro received a request from a customer – the Minnesota Multistate Contracting Alliance for Pharmacy (“MMCAP”), a group purchasing

organization acting on behalf of a number of the State Attorneys General – seeking a competitive bid on Ketoconazole Tablets due to the Teva price increase. After reviewing the request, a Taro sales executive sent an internal e-mail stating: “we are not going to bid this product. . . . Taro has 27% share in a 4-player market.” In a follow-up e-mail, Elizabeth Guerrero, a Director of Corporate Accounts at Taro, confirmed that Taro would decline to bid, but indicated that Taro would need to lie about the reason: “Yes, we are declining, but we need to advise its [sic.] due to supply.”

945. Four days after the Teva increase, on April 8, 2014, Aprahamian called Patel and the two spoke for more than nineteen (19) minutes. Later that same day, he initiated a price increase for all of Taro’s customers on both the Ketoconazole Cream and the Tablets. Aprahamian directed that the notice letters be sent to customers on April 16, 2014, with an effective date of April 17, 2014.

946. Although Sandoz immediately understood that it would follow these price increases, it was not able to implement them until October. The delay was due to the fact that Sandoz had contracts with certain customers that contained price protection terms which would impose substantial penalties on Sandoz if it increased its prices at that time – and those penalties would have caused Sandoz to miss certain financial targets during the months after April 2014. At Sandoz, senior management held monthly budget meetings where they analyzed whether it made financial sense to implement a particular price increase. In this case, the ramifications of the price protection terms did not make sense for Sandoz to follow until October 2014.

947. In the months after the Teva and Taro increases, Teva held up its end of the agreement not to poach its competitors’ customers. For example, on May 14, 2014, Teva was approached by Cardinal requesting a bid due to the Taro increase. The e-mail from Cardinal was forwarded to Patel, who responded immediately:

From: Nisha Patel02
Sent: Wed 5/14/2014 10:05 AM (GMT-05:00)
To: [REDACTED]
Cc: [REDACTED]
Bcc:
Subject: RE: Cardinal Ketoconazole CR NBO # 11796

Unable to bid at this time. For internal purposes, it is for strategic reasons.

948. Shortly before sending the e-mail, Patel exchanged several text messages with Aprahamian at Taro. She would ultimately exchange eight (8) text messages and had one phone call lasting more than four (4) minutes with Aprahamian on that day.

949. Later that same day, Patel also directed that Teva decline to bid for Ketoconazole at ABC, citing the same logic: “unable to bid (strategic reasons, for internal purposes).”

950. Sandoz ultimately followed the Teva and Taro increases for Ketoconazole Cream on October 10, 2014. That same day, Patel and CW-1 at Sandoz spoke for more than three (3) minutes.

951. The Teva increases on Ketoconazole were significant. For the cream, Teva, Taro and Sandoz all increased the WAC price by approximately 110%. For the tablets, Teva’s WAC increases were approximately 250%, but its customer price increases were substantially larger – averaging 528%.

952. At the beginning of 2015, there were three competitors in the market for Ketoconazole Cream: Taro, Teva, and Sandoz. In March 2015, G&W purchased the rights to manufacture Ketoconazole Cream from Teva.

953. With G&W poised to enter the market, Orlofski of G&W placed a call to Aprahamian at Taro on June 10, 2015, to discuss the details. They spoke for nine (9) minutes. The following Monday, on June 15, 2015, G&W entered the market for Ketoconazole Cream.

954. G&W's target market share for the launch was forty percent (40%), a share to which it felt entitled in light of its predecessor Teva's roughly 60% share in the months leading up to the sale of the Sellersville facility. G&W took great care to aim for that target with precision, in compliance with its agreement with the other players in the market. Late in the day on June 15, 2015 – the day of G&W's launch – Vogel-Baylor of G&W e-mailed a colleague to ask how close to the target forty percent (40%) G&W would be if it won both Walgreens and CVS. Vogel-Baylor added: "I need to obtain 40% MS for this launch. I need to get the full WAG business, however, I am okay with taking a piece of the CVS business. If the below exceeds 40% by 5% or greater, can you please give me the annual volume that I should target CVS at so that I hit my 40%? Thank you!!!!" The response was good news: "Good morning!!! Well, believe it or not, total CVS + WAG business is 40% mkt share exactly."

955. Even though Teva, Taro, and Sandoz had conspired to significantly raise prices on Ketoconazole Cream only about a year earlier, G&W entered the market with a dramatic price increase – roughly four times that of the competitors already in the market. Its WAC for the 15gm tube was \$105.06, while market WAC was \$24.72. Its WAC for the 30gm tube was \$166.76; market WAC was \$41.69. Its WAC for the 60gm tube was \$221.55; market WAC was \$63.30.

956. Anxious to confirm that his competitors would act accordingly, Orlofski placed another call to Aprahamian of Taro on June 17, 2015. This time the call lasted twenty (20) minutes.

957. Two days later, on June 19, 2015, Aprahamian called CW-3 at Sandoz, and they spoke for seventeen (17) minutes. During that call, the two competitors discussed the details of G&W's entry and Taro's plans to follow the sharp price increase. CW-3 took the following contemporaneous notes in his Notebook documenting their conversation:

Keto - Taro Disc
- G&W took over (inc WAC 9000)
- Taro Follow on 7/1
Taro → - ABC - CVS - Kaiser
- Nurse Practitioner
- 40, 45, 65, 85

958. Following his call with Aprahamian on June 19, 2015, CW-3 texted his superior, Kellum, to set up a time to talk to him about his discussion with Aprahamian.

959. G&W's bold price move upon entering the market was not well-received by customers. On June 18, 2015, Red Oak reached out to Taro for a price proposal, saying "Teva is getting out of this product and another supplier is launching it. I think we could keep this all with you if you were interested." Taro, however, held staunchly to its deal with its competitors. C.U., a Taro sales executive, forwarded Red Oak's message to Aprahamian with the comment: "For your enjoyment!!! . . . I will write back and let him know that we cannot take on any additional units."

960. The next day, on June 19, 2015, Red Oak also tried to interest Sandoz in its business, saying: "Teva is getting out of this product and another supplier is launching it."

961. Sandoz was careful to confer with the competition before responding. On June 22, 2015, CW-3 of Sandoz placed two calls to Aprahamian at Taro, lasting seven (7) minutes and nine (9) minutes, respectively. On June 26, 2015, CW-3 initiated another call to Aprahamian, and the two spoke for three (3) more minutes.

962. Four business days later, on July 1, 2015, CW-1, a Sandoz senior pricing executive, gave approval to submit a bid to Red Oak for one of two drugs under consideration. With respect to the second drug – Ketoconazole Cream – however, the answer was different. CW-1 instructed: "the Keto cream we are currently reviewing the market. No offers."

963. Two weeks after the G&W launch, Walgreens was pressing G&W for some relief from its steep price increase. On July 1, 2015, Vogel-Baylor updated Orlofski on the situation. She reported that her Walgreens contact “said that she didn’t bid the product out to any other manufacturer yet, however, if she did and she was able to get her current price or lower that she would automatically have that price locked in for 6 months before any price increase.” Vogel-Baylor played hardball with Walgreens, however, knowing that the competitors would dutifully follow G&W’s price move. She told Orlofski: “I told Courtney that our new WAC/AWP is publicly posted so if a manufacturer is going to follow the price increase then they most likely will bid the increased price when they bid on her business so they wouldn’t necessarily have the price locked in for 6 months.”

964. Orlofski e-mailed Vogel-Baylor the following day, July 2, 2015, emphasizing that securing the Walgreens business was “Priority 1,” adding: “Please keep watching the price databases to see when/if Taro and Sandoz raise the WAC price.”

965. On July 6, 2015, Vogel-Baylor notified Orlofski and A.G., a senior G&W executive, that she had “checked MediSpan to see if there have been any changes in Sandoz’s and Taro’s WACs. Both are still the same as they were prior to our launch. They were last updated in April 2014. I will continue to monitor and keep you posted.”

966. Orlofski acted quickly, calling Aprahamian the next day, plus four more times over the next three weeks as shown below:

Date	Call Type	Target Name	Direction	Contact Name	Time 	Duration
7/7/2015	Voice	Aprahamian, Ara (Taro)	Incoming	Orlofski, Kurt (G&W)	12:03:00	0:03:00
7/9/2015	Voice	Aprahamian, Ara (Taro)	Outgoing	Orlofski, Kurt (G&W)	12:44:00	0:01:00
7/10/2015	Voice	Aprahamian, Ara (Taro)	Outgoing	Orlofski, Kurt (G&W)	12:58:00	0:06:00
7/22/2015	Voice	Aprahamian, Ara (Taro)	Incoming	Orlofski, Kurt (G&W)	12:02:00	0:29:00
7/28/2015	Voice	Aprahamian, Ara (Taro)	Outgoing	Orlofski, Kurt (G&W)	12:17:00	0:01:00
7/28/2015	Voice	Aprahamian, Ara (Taro)	Incoming	Orlofski, Kurt (G&W)	14:45:00	0:15:00
7/30/2015	Voice	Aprahamian, Ara (Taro)	Incoming	Orlofski, Kurt (G&W)	8:09:00	0:02:00

967. On July 31, 2015, the day after the final call in the series of calls detailed above, Taro followed G&W's price increase on the 15gm and 30gm tubes of Ketoconazole Cream, instituting 325% and 300% WAC increases respectively.

968. On August 3, 2015, Orlofski initiated an eight (8) minute call to Aprahamian. Taro raised WAC on the 60gm tube by 250% that same day.

969. Orlofski was delighted when he heard that Taro had followed G&W's lead, calling it "good news indeed." He instructed Vogel-Baylor: "Please also keep checking the price database to see if Sandoz raises the price."

970. Sandoz did not delay in making its own plans to follow its competitors' price increases. On August 17, 2015, the agenda of a Sandoz internal strategy meeting included the item: "Ketoconazole (prune, take price increase)." Before it could follow the price increases, however, it made sure not to poach any of its competitors' customers or take steps that would disrupt the market.

971. For example, on September 10, 2015, T.O., a Sandoz marketing executive, instructed a colleague that Sandoz should not submit a bid on Ketoconazole Cream in response to ABC's invitation to do so, revealing that the company's price increase was imminent. T.O. stated: "[I] prefer not to go for ketoconazole ... they are bidding it because of the price rise in the market that we are about to take... I feel like we will be asking for a fight with the incumbent. Thx."

972. In January 2016, a Sandoz internal report listed drugs they planned to increase prices on, with Ketoconazole Cream described as "the main one."

973. In March 2016, Sandoz finally followed the competitors' moves, increasing its price for Ketoconazole Cream by 300%. CW-3 of Sandoz and Aprahamian of Taro continued to coordinate even then, with a twenty-three (23) minute call on March 7, 2016, followed by a ten (10) minute call the next day, March 8, 2016.

38. Ketorolac / Tromethamine Tablets

974. Ketorolac Tromethamine, also known by the brand name Toradol, is a nonsteroidal anti-inflammatory drug (NSAID) indicated for the short-term management of moderately severe acute pain.

975. During the relevant time frame, Defendants Teva and Mylan were the primary manufacturers of Ketorolac Tromethamine.

976. The market for Ketorolac Tromethamine Tablets was mature and at all relevant times had multiple manufacturers.

977. For years, the prices of Ketorolac Tromethamine Tablets were relatively low and stable. As with numerous other drugs during manufactured by Teva and Mylan, things changed in mid-2012, when those manufacturers began to implement coordinated and sustained price increases. Over the course of their conspiratorial price increases, Teva and Mylan prices skyrocketed. List (WAC) prices for Ketorolac Tromethamine Tablets more than doubled. These extraordinary price increases were only possible because of Teva and Mylan's agreement to fix prices and to abide by the fair share paradigm.

978. Throughout this period, Teva and Mylan met at trade conferences and communicated directly with each other in furtherance of their price-fixing agreements on Ketorolac Tromethamine Tablets and their fair share agreement.

979. Throughout 2012, 2013 and 2014, Teva and Mylan were in regular communication for the purposes of fixing the prices of generic drugs, including Ketorolac Tromethamine. For example, Teva's Green and Mylan's Nesta spoke many times by phone in 2012 and 2013. In 2014, Teva's Rekenthaler stepped in for Green and communicated directly with Nesta to work out pricing and fair share for Ketorolac Tromethamine and other drugs.

39. Labetalol HCL

980. Labetalol, also known by brand names such as Normodyne and Trandate, is a medication used to treat high blood pressure. Labetalol, like Nadolol, is in a class of drugs called beta blockers, and it works by relaxing blood vessels and slowing heart rate to improve blood flow and decrease blood pressure.

981. After Teva increased its pricing on Labetalol on July 31, 2012, it continued to coordinate with its competitors to maintain that supra-competitive pricing for that drug. For example, in October 2012, Teva learned that Sandoz was “no longer having supply issues” but that “Watson is on allocation” (i.e., did not have enough supply to meet all of its demand). In an internal e-mail sent on October 16, 2012, J.L., a senior analyst at Teva, questioned whether Teva should consider lowering “strategic customer pricing” in order to retain its market share.

982. That same day, Green spoke to CW-2 of Sandoz two (2) times. After those calls with CW-2, Green responded to the analyst’s question:

Sandoz is back in good supply. They took a 500% price increase several months back, and they are holding firm with their prices.

Stay the course and maintain our higher price

T.C. of Teva agreed: “We need to stay the TEVA course.”

983. Rekenthaler was not satisfied, however. In order to confirm that Watson was also still committed to maintain high pricing on Labetalol, Rekenthaler called and spoke to Allan Slavsky, a senior sales executive at Watson, four (4) times on October 18, 2012.

984. As Par and County Line entered the market, Teva, Sandoz and Actavis incorporated them into the Labetalol price-fixing agreement. For example, when Teva learned of a competitive challenge from Par on Labetalol HCL Tablets in February 2014, it promptly called Par to coordinate a response. T.S., a National Account Manager at Teva, spoke to R.K., a Senior Vice President of

Sales at Par, three times on February 7, 2014, and days later, Rekenthaler called Gerald Burton, Vice President of National Accounts at Par, twice to work out the details.

985. After these discussions between Teva and Par executives, Teva ultimately offered only a nominal price reduction so that customer, knowing that this would likely result in Par gaining the customer, and building its fair share of the Labetalol market.

986. As Alvogen prepared to enter the market in late 2014, M.D., a National Account Manager at Actavis and M.F., County Line's Vice President of Sales and Marketing spoke by phone on October 27, 2014, for 35 minutes. M.D. (Actavis) also spoke with J.R., County Line's Executive VP and Founder, several times in August, October, and December 2014.

987. Interestingly, at the time of M.D. and M.F.'s call, the October 2014 GPhA Fall Technical Conference at which Actavis, Teva, Sandoz and Par each attended, was occurring. Not long after the conference and M.D. and M.F.'s call, County Line announced on December 1, 2014, identical WAC pricing for 100 mg, 200 mg, and 300 mg Labetalol Tablets to the WAC pricing of Teva, Actavis, Sandoz, and Par.

40. Lamivudine/Zidovudine (generic Combivir)

988. Lamivudine/Zidovudine, also known by the brand name Combivir, is a combination of medications used in the treatment of human immunodeficiency virus (HIV) infection. This combination of drugs is often prescribed to decrease the chances that an HIV- positive patient will develop acquired immunodeficiency syndrome (AIDS) or other related illnesses.

989. Teva launched its generic Combivir product in December 2011.

990. In mid-May 2012, two competitors – Lupin and Aurobindo – received FDA approval for generic Combivir and were preparing to enter the market.

991. Even before those two companies obtained FDA approval, Teva was communicating with both about how to share the market with the new entrants. Rekenthaler was

speaking to R.C., a senior-most executive at Aurobindo, while Green was speaking to Berthold of Lupin and Grauso of Aurobindo.

992. For example, on April 24, 2012, T.C. of Teva asked her co-workers whether they had heard about any new entrants to the market for generic Combivir. Rekenthaler responded immediately that Aurobindo was entering. When T.C. questioned that information based on her understanding of how quickly the FDA typically approved new product applications, Rekenthaler assured her that the information was coming from a reputable source:

From: Dave Rekenthaler
Sent: Tuesday, April 24, 2012 11:17 AM
To: [REDACTED]
Subject: RE: what r you guys hearing on generic combivir?

It was brought up to me last week by our good friend so I'm assuming it's accurate.

That “good friend” was Aurobindo’s R.C., who had previously worked with both T.C. and Rekenthaler while at Teva. Rekenthaler was reluctant to identify R.C. in writing as it would evidence conspiratorial communications between the two competitors. To confirm this information, Green also called and spoke to Grauso of Aurobindo that same day for twelve (12) minutes and Berthold of Lupin for four (4) minutes.

993. After speaking with Berthold, Green responded separately to T.C., providing specific information regarding Lupin’s entry plans, including commercially sensitive intelligence about Lupin’s anticipated bid at a large wholesaler. Green and Berthold then spoke again the next day, April 25, 2012, for seven (7) minutes.

994. In early May, with the Lupin and Aurobindo launches just days away, communications among all three competitors accelerated noticeably. Over the four-day period from

May 7 to May 10, for example, the three companies spoke at least 32 times, as set forth in the table below:

Date	Call Type	Target Name	Direction	Contact Name	Duration
5/7/2012	Voice	Berthold, David (Lupin)	Incoming	Grauso, Jim (Aurobindo)	0:01:10
5/7/2012	Text	Berthold, David (Lupin)	Incoming	Grauso, Jim (Aurobindo)	0:00:00
5/7/2012	Voice	Berthold, David (Lupin)	Incoming	Grauso, Jim (Aurobindo)	0:00:04
5/7/2012	Voice	Berthold, David (Lupin)	Outgoing	Grauso, Jim (Aurobindo)	0:00:40
5/7/2012	Voice	Berthold, David (Lupin)	Outgoing	Grauso, Jim (Aurobindo)	0:00:41
5/7/2012	Voice	Berthold, David (Lupin)	Incoming	Grauso, Jim (Aurobindo)	0:00:03
5/7/2012	Voice	Berthold, David (Lupin)	Incoming	Grauso, Jim (Aurobindo)	0:03:40
5/7/2012	Voice	Berthold, David (Lupin)	Incoming	Grauso, Jim (Aurobindo)	0:01:36
5/7/2012	Voice	Berthold, David (Lupin)	Outgoing	Grauso, Jim (Aurobindo)	0:00:04
5/8/2012	Voice	Berthold, David (Lupin)	Incoming	Grauso, Jim (Aurobindo)	0:02:32
5/8/2012	Voice	Berthold, David (Lupin)	Outgoing	Grauso, Jim (Aurobindo)	0:00:17
5/8/2012	Voice	Green, Kevin (Teva)	Outgoing	Grauso, Jim (Aurobindo)	0:01:00
5/8/2012	Voice	Green, Kevin (Teva)	Outgoing	Grauso, Jim (Aurobindo)	0:02:00
5/8/2012	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Teva)	0:04:47
5/8/2012	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Teva)	0:04:31
5/8/2012	Voice	Berthold, David (Lupin)	Incoming	Grauso, Jim (Aurobindo)	0:00:04
5/8/2012	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Teva)	0:02:29
5/8/2012	Voice	Berthold, David (Lupin)	Incoming	Grauso, Jim (Aurobindo)	0:01:23
5/8/2012	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Teva)	0:04:23
5/8/2012	Voice	Berthold, David (Lupin)	Outgoing	Green, Kevin (Teva)	0:00:24
5/8/2012	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Teva)	0:07:57
5/8/2012	Voice	Berthold, David (Lupin)	Outgoing	Grauso, Jim (Aurobindo)	0:00:02
5/9/2012	Voice	Grauso, Jim (Aurobindo)	Outgoing	Green, Kevin (Teva)	0:13:00
5/9/2012	Voice	Berthold, David (Lupin)	Incoming	Grauso, Jim (Aurobindo)	0:06:07
5/9/2012	Voice	Berthold, David (Lupin)	Incoming	Grauso, Jim (Aurobindo)	0:01:01
5/9/2012	Voice	Berthold, David (Lupin)	Outgoing	Grauso, Jim (Aurobindo)	0:01:39
5/9/2012	Voice	Berthold, David (Lupin)	Incoming	Grauso, Jim (Aurobindo)	0:07:27
5/9/2012	Voice	Berthold, David (Lupin)	Outgoing	Grauso, Jim (Aurobindo)	0:03:10
5/10/2012	Voice	Berthold, David (Lupin)	Incoming	Grauso, Jim (Aurobindo)	0:10:15
5/10/2012	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Teva)	0:05:52
5/10/2012	Voice	Berthold, David (Lupin)	Outgoing	Grauso, Jim (Aurobindo)	0:00:03
5/10/2012	Voice	Berthold, David (Lupin)	Outgoing	Grauso, Jim (Aurobindo)	0:13:29

995. During this four-day period, the three individuals were negotiating and discussing the specific customers that Teva would concede and retain in order to make Lupin and Aurobindo's entry into the generic Combivir market as seamless as possible. The phone records demonstrate several instances during this 4-day period where two of the individuals referenced above (Green,

Berthold and/or Grauso) would speak, followed by a phone call by one of those two individuals to the individual that was not part of the original conversation.

996. On May 10, 2012, at the conclusion of this four-day period of intensive communications, K.G. of Teva informed his colleagues of the results. He confirmed that “Lupin and Aurobindo anticipate approval and launch.” Importantly, he went on to list the specific accounts that Teva had negotiated to retain in order to hold on to a 40% market share in generic Combivir. K.G. also identified the specific accounts that Teva would concede to its competitors Aurobindo and Lupin.

997. Even before the negotiations with Aurobindo and Lupin were finalized, K.G. made it clear to the sales team that Teva would be cooperating with its competitors to provide them with their fair share of the generic Combivir market. On May 9, 2012, when a major customer was pressing Teva for a bid, K.G. instructed T.C. that Teva did not plan to keep that customer. When T.C. asked if she should provide any bid at all, K.G. directed her to provide a sham bid, saying:

From: [REDACTED]
Sent: Wed 5/09/2012 2:54 PM (GMT-05:00)
To: [REDACTED]
Cc:
Bcc:
Subject: RE: Combivir - Multisource Strategy

We can send them a proposal that will not work.

998. Three days later, when preparing the bid for that customer, T.C. pushed back on K.G.’s directive on price, asking: “Can we send something that at least looks like we are trying?” But K.G. refused, responding that they could not go any lower or else Teva might risk actually winning the business. He concluded: “We really need to concede this business with the accounts we have kept.”

999. In a separate e-mail exchange with T.C. on that same day, May 11, 2012, K.G. told T.C. that another of her major customers was not on the list for Teva to retain with respect to generic Combivir. He reminded her of the goal of the overarching conspiracy, stating that Teva should concede that customer “. . . in order to preserve market pricing as much as possible.” K.G. pointed out that such a move would give Teva its fair share as the first entrant: “40-45% market share in a three player market.” T.C. then informed that customer that Teva would not compete for its business because “we need to concede some share.”

1000. Lupin was able to enter the market for generic Combivir and obtain more than a 30% market share without significantly eroding the price due to the understanding with Teva and Aurobindo that each was entitled to its fair share of the market.

1001. Similarly, when Camber received approval to market a generic form of Combivir, Teva, again, coordinated the entry. Konstantin Ostaficiuk, the President of Camber, communicated with Rekenhaller of Teva and Berthold of Lupin to negotiate Camber’s entry into the market. For example, on September 24, 2014, Ostaficiuk spoke to Rekenhaller three times and to Berthold twice. That same day, Berthold also spoke to a senior operations executive at Aurobindo, to close the loop on generic Combivir communications.

1002. By coordinating the entry of competitors into the generic Combivir market, Teva, Lupin, Aurobindo and Camber were able to keep prices higher than they would have been in a competitive market.

41. Levothyroxine

1003. Levothyroxine is a synthetic form of the thyroid hormone thyroxine used to treat hypothyroidism, goiter, thyroid cancer, and cretinism.

1004. Levothyroxine was the second most prescribed drug, measured by number of prescriptions, in the United States in the first quarter of 2010. Over 120 million prescriptions are

written annually for Levothyroxine in the United States, treating 15% of the population over the age of 55.

1005. Since approximately December 2010, Mylan, Sandoz, and Lannett have dominated the generic Levothyroxine market.

1006. In the years 2013 and 2014, the three competitors coordinated to significantly raise the price of Levothyroxine. Nesta of Mylan spearheaded the discussions by speaking with K.S., a senior sales executive at Lannett, and with CW-4 of Sandoz. In addition to communicating directly with CW-4 on this drug, Nesta also communicated indirectly with Sandoz through a mutual contact at a competitor company – Green of Teva. Notably, Levothyroxine was not a drug that Teva sold.

1007. As detailed above, Mylan increased prices on a number of drugs on January 4, 2013, including Levothyroxine. The day before the Mylan increase, on January 3, 2013, Nesta of Mylan and Green of Teva spoke at least four times by phone. The next morning – the day of the Mylan price increases – Green spoke twice with Kellum, including a six (6) minute call at 9:34 am.

1008. Shortly after hanging up the phone with Green, Kellum sent an internal e-mail stating, among other things, that he “[j]ust heard from a customer that . . . Mylan took a significant price increase on Levothyroxine” and Kellum advised his team to “please be cautious” on this product. As the phone records demonstrate, Kellum’s source for the information was not “a customer,” but rather Green of Teva.

1009. That same morning, K.S. of Lannett called Nesta of Mylan. The phone call lasted 44 seconds. Then, on January 10, 2013, Nesta called K.S. back and they spoke for more than six (6) minutes. That same day, McKesson e-mailed Sandoz and requested a price reduction on Levothyroxine. Kellum responded internally, “This is a no. We just learned that Mylan look a large price increase.”

1010. The following Monday – January 14, 2013 – Lannett raised its WAC pricing for Levothyroxine to match Mylan. Notably, after these phone calls, Nesta would not speak again with K.S. of Lannett until August 6, 2013 – three days before Mylan increased its prices for Levothyroxine a second time.

1011. On July 16, 2013 – as detailed above – CW-4 spoke with Nesta and sent the July 2013 e-mail identifying the Mylan price increases. The price list included Levothyroxine and noted that Lannett had followed.

1012. On August 6, 2013, Nesta called CW-4 two times. Both calls lasted less than a minute. A few minutes after the second call, Nesta called K.S. at Lannett. The call lasted 24 seconds (likely a voicemail). Three days later, on August 9, 2013, Mylan increased WAC pricing on Levothyroxine for a second time.

1013. On August 10, 2013, S.G., a national account executive at Sandoz, sent an internal e-mail that stated: “Mylan took a 300% price increase on Levothyroxine!!! Based on my intelligence (we will need to confirm), please lock down inventory (strict allocation per AK) and no new product offers until we can clarify the situation.” CW-4 replied to S.G.’s e-mail stating, “This is correct based on my info as well.”

1014. Pursuant to their ongoing understanding, Lannett followed quickly and matched Mylan’s WAC pricing on August 14, 2013.

1015. On August 14, 2013, S.G. sent an e-mail to Kellum, copying CW-1, regarding “Levothyroxine Mylan” and asked “[w]e taking the pricing up?” CW-1 responded: “[w]orking on it.” In response, S.G. replied: “Thx. I believe Lannett rationalized the market earlier this week.” CW-1 answered: “We just noticed that as well.”

1016. On September 5, 2013, Cigna – a Mylan customer – contacted Lannett and requested a bid on Levothyroxine. J.M., a national account manager at Lannett, forwarded the request to K.S.

stating “due to Mylan’s across the board price increases on a number of products, they are looking for new suppliers wherever there is crossover.” J.M. explained that “[t]he volume isn’t gigantic on the 1000s so it wouldn’t attract much attention from Mylan if it went to us” Nonetheless, on September 12, 2013, Lannett declined the opportunity and blamed supply issues stating “[a]s much as we’d love to take on the business, we are not in a position to do so at this time.”

1017. During a September 10, 2013, earnings call, Lannett’s CEO, A.B., was asked for his reaction to Mylan’s Levothyroxine price increase. A.B. responded, “You mean after I sent them a thank you note? I’m just kidding. . . . I’m always grateful to see responsible generic drug companies realize that our cost of doing business is going up as well. . . . So whenever people start acting responsibly and raise prices as opposed to the typical spiral down of generic drug prices, I’m grateful.”

1018. On September 13, 2013, Sandoz did indeed act “responsibly” and, consistent with the understanding it had with its competitors, raised WAC pricing to match Mylan and Lannett.

1019. The three competitors - Mylan, Lannett, and Sandoz - did not stop there. They coordinated again to raise price on Levothyroxine in April/May 2014.

1020. Consistent with the 2013 increases, Mylan was the first to raise its WAC pricing on Levothyroxine on April 25, 2014. In the two days leading up to the increase, Nesta and K S. of Lannett spoke by phone several times. These calls are listed below. Notably, these calls are the last documented telephone calls between these two executives.

Date	Call Typ	Target Name	Direction	Contact Name	Time	Duration
4/23/2014	Voice	Nesta, Jim (Mylan)	Outgoing	K.S. (Lannett)	18:31:26	0:00:03
4/23/2014	Voice	Nesta, Jim (Mylan)	Incoming	K.S. (Lannett)	18:59:53	0:00:34
4/23/2014	Voice	Nesta, Jim (Mylan)	Outgoing	K.S. (Lannett)	19:57:39	0:00:50
4/23/2014	Voice	Nesta, Jim (Mylan)	Incoming	K.S. (Lannett)	21:04:47	0:05:07

1021. On April 25, 2014 - the day that Mylan increased its pricing for Levothyroxine - P.C., a sourcing manager at Cardinal Health, sent a text message to Sullivan of Lannett stating: “[n]ot sure if you knew already ... Mylan increasing levos.” Sullivan responded: “Thanks for the heads up ... We heard 55% on contract price, can you confirm?” P.C. replied, “[y]es ~50-55%.” Sullivan had “heard” about the Mylan increase from her supervisor, K S., who had communicated with Nesta only days prior.

1022. Lannett quickly followed with a price increase of its own - raising its WAC pricing to match Mylan on April 28, 2014. In accordance with their ongoing agreement, and consistent with past practice, Sandoz followed shortly thereafter on May 23, 2014, and matched the WAC pricing of its competitors.

42. Methotrexate Sodium Tablets

1023. Methotrexate Sodium, also known by the brand name Rheumatrex and Trexall, among others, is used to treat several types of cancer.

1024. During the relevant time frame, Par,²⁹ Mylan, Teva and West-Ward³⁰ were the primary manufacturers of Methotrexate.

1025. The market for Methotrexate was mature and at all relevant times had multiple manufacturers.

1026. For years, the prices for Methotrexate Sodium Tablets were relatively low and stable. In late 2012 and early 2013, Teva and Mylan experienced supply disruptions. Par announced a large list (WAC) price increase in late February 2013. West-Ward/Roxane soon followed the increases announcing list prices even higher than Par in May. Teva closely followed the price increases as well, closely tracking West-Ward/Roxane. By fall of 2013, Mylan also joined the price increases.

²⁹ The relevant entity prior to June 2014 was DAVA, which has since been subsumed into Par.

³⁰ The relevant entity at this point in time was Roxane, which eventually was acquired by West-Ward during the relevant period (announced July 2015, completed March 2016).

1027. Throughout this period, Par, Mylan, Teva and West-Ward/Roxane met at trade conferences and communicated directly with each other in furtherance of their price-fixing agreement on Methotrexate and of their fair share agreement.

1028. For example, on February 20, 2013—the day that Par raised its list (WAC) prices—Teva’s Green and Mylan’s Nesta spoke by phone. Green and Nesta spoke again on May 17, 2013—two days after West-Ward/Roxane raised its list (WAC) prices. On July 3, Green and Nesta communicated again; that day, Teva raised its list (WAC) prices. Green had moved on to work at Zydus starting in November 2013, so by the time Mylan raised its list (WAC) prices on November 5, Green was no longer at Teva. But in October—before departing Teva and days before the Mylan increase—Green again spoke with Nesta.

43. Moexipril HCL

1029. Moexipril Hydrochloride (“Moexipril”), also known by the brand name Univasc, is part of a class of drugs called angiotensin-converting enzyme (ACE) inhibitors. It is used to treat high blood pressure by reducing the tightening of blood vessels, allowing blood to flow more readily and the heart to pump more efficiently. Glenmark entered the market for the 7.5mg and 15mg tablets of Moexipril on December 31, 2010.

1030. Glenmark and Teva coordinated with each other to raise pricing on two different formulations of Moexipril between May and July 2013. When Patel colluded with CW-5, a senior-most executive at Glenmark, to raise prices on Moexipril, one of the fundamental tenets of that agreement was that they would not try to poach each other’s customers after the increase and the competitors would each maintain their “fair share.”

1031. On August 5, 2013, Teva learned that it had been underbid by Glenmark at one of its largest wholesaler customers, ABC. Upon hearing this news, Rekenthaler, the Vice President of

Sales at Teva, forwarded an e-mail discussing the Glenmark challenge to Patel, expressing his confusion over why Glenmark would be challenging Teva's business:

From: Dave Rekenthaler
Sent: Monday, August 05, 2013 7:05 PM
To: Nisha Patel02
Subject: Fwd: ABC - Loss business on Moexipril

???

Sent from my iPhone

Rekenthaler forwarded the e-mail only to Patel because he was aware that she had been the person at Teva who had been colluding with Glenmark.

1032. Five (5) minutes after receiving the e-mail from Rekenthaler, Patel responded:

From: Nisha Patel02
Sent: Mon 8/05/2013 7:10 PM (GMT-05:00)
To: Dave Rekenthaler
Cc:
Bcc:
Subject: RE: ABC - Loss business on Moexipril

I know...made the call already

The call that Patel had made earlier that day was to CW-5, a senior executive at Glenmark, to find out why Glenmark sought to underbid Teva at ABC.

1033. Patel spoke to CW-5 three times that day. The following day – August 6, 2013 – Jim Brown, the Vice President of Sales at Glenmark, called Patel at 9:45 am but did not reach her. Patel returned Brown's call at 10:08 am and the two spoke for approximately thirteen (13) minutes. Later that day, at 1:11 pm, the two spoke again for approximately fifteen (15) minutes. During these calls,

Patel reminded Brown and CW-5 of their prior agreement not to poach each other's customers after a price increase.

1034. As a result of these communications, Glenmark decided to withdraw its offer to ABC and honor the agreement it had reached with Teva not to compete on Moexipril. Later that same day – August 6, 2013 – T.S. of Teva informed colleagues that “[t]oday is a new day and today.... ABC has now informed me that they will NOT be moving the Moexipril business to Glenmark.”

44. Nabumetone

1035. Nabumetone, also known by the brand name Relafen, is a nonsteroidal anti-inflammatory drug (NSAID) used to treat mild to moderate pain and help relieve symptoms of arthritis, such as inflammation, swelling, stiffness, and joint pain.

1036. During the relevant time frame, Teva, Sandoz, Glenmark and Actavis were the primary manufacturers of Nabumetone.

1037. As soon as Patel started working at Teva, she began to identify price increase candidates through her conversations with various sales and marketing executives at other drug manufacturers.

1038. For example, on May 1, 2013, Patel communicated by text message with A.B., Senior VP of Sales at Actavis. The next day, on May 2, she spoke to an Executive Vice President of Glenmark four times, after which she sent an internal e-mail identifying six drugs for price increases, including Nabumetone. Glenmark had not yet increased prices or announced price increases on those drugs. She again spoke with Glenmark contacts on May 16 and 17, 2013.

1039. After coordinating with Glenmark, Patel instructed her Teva colleagues to let her know of any pricing requests relating to various Glenmark drugs, including Nabumetone. In

accordance with the fair share paradigm, Patel wanted to be careful to avoid poaching any customers from Glenmark after the price increases.

1040. Throughout this period, Teva, Sandoz, Glenmark and Actavis monitored the fair share agreement and were careful not to poach customers from each other. For example, when Teva was approached by several Glenmark customers looking for a lower price, it declined the opportunity to gain market share. On occasions when it provided bids, it intentionally bid high so that it would not win the business.

1041. On May 24, 2013, Patel sent a list of recommended Teva price increases (including for Nabumetone) to her supervisor. Patel also explained that she was not worried about raising prices because Sandoz was “bidding high” on Nabumetone. Patel, who already had spoken to an Associate Director of Pricing at Sandoz for nearly twenty-five (25) minutes on May 15, 2013, and again for more than eighteen (18) minutes on May 20, 2013, had assurances from Sandoz that it would abide by the fair share agreement and would work to keep prices high. Patel spoke with Actavis’s A.B. on June 20 for approximately 20 minutes.

45. Nadolol

1042. Nadolol is a drug used alone or together with other medicines (such as hydrochlorothiazide) to treat high blood pressure (hypertension).

1043. As early as 2012, Teva was speaking to competitors about the drug Nadolol. Nadolol, also known by the brand name Corgard, is a “beta blocker” which is used to treat high blood pressure, reducing the risk of stroke and heart attack. It can also be used to treat chest pain (angina).

1044. In 2012 and 2013, Teva’s only competitors for Nadolol were Mylan and Sandoz. All three companies experienced supply problems of some sort during that time period, but they were in continuous communication to coordinate pricing and market allocation in order to maintain market

stability. Nadolol was a high-volume drug and one of the most profitable drugs where Teva, Mylan and Sandoz overlapped, so it was very important that they maintain their coordination.

1045. In May 2014, Greenstone joined the market and the agreement to inflate the prices of Nadolol Tablets.

1046. Teva's relationships with Mylan and Sandoz are discussed more fully below, but by 2012 an anticompetitive understanding among those companies was firmly entrenched.

1047. Teva raised its price on Nadolol on July 31, 2012. In the days leading up to that increase – following a pattern that would become routine and systematic over the following years Kevin Green, at the time in the sales department at Teva, was in frequent communication with executives at both Sandoz and Mylan. Green spoke to CW-2 from Sandoz twice on July 29, 2012, and again on the day of the price increase, July 31, 2012. Similarly, Green was communicating with Nesta of Mylan often in the days leading up to the increase, including five (5) calls on the day of the price increase.

1048. Sandoz followed with its own increase on August 27, 2012. The increases were staggering – varying from 746% to 2,762% depending on the formulation. The day before the Sandoz increase, Armando Kellum, then the Senior Director of Pricing and Contracts at Sandoz, called Green. They had also spoken once earlier in the month, shortly after the Teva increase. CW-2 also called Green twice on August 21, 2012 – the same day that Sandoz requested approval from its Pricing Committee to raise the Nadolol price. The day after the Sandoz increase, Green – acting as the conduit of information between Sandoz and Mylan – called Nesta of Mylan twice, with one call lasting fourteen (14) minutes.

1049. Mylan, which returned to the market after a brief supply disruption, followed and matched the Teva and Sandoz increases on January 4, 2013. In what had become a routine component of the scheme, the day before the Mylan increase Nesta spoke to Green four (4) times.

The next day, Green conveyed the information he had learned from Nesta directly to his counterpart at Sandoz. On January 4, 2013 – the day of the Mylan increase Green called Kellum twice in the morning, including a six (6) minute call at 9:43 am. Shortly after hanging up with Green, Kellum reported internally on what he had learned – but concealing the true source of the information – a convention that was frequently employed by many Sandoz executives to avoid documentation of their covert communications with competitors:

From: Kellum, Armando
Sent: Friday, January 04, 2013 11:28 AM
To: [REDACTED]
Subject: Levothyroxine and nadolol

Just heard from a customer that

- Teva and Mylan raised have now raised price on Nadolol to our levels

and

Mylan took a significant price increase on Levothyroxine

Let's please be cautious on both of these products.

Thanks

Being “cautious” on those products meant that Sandoz did not want to steal business away from its competitors by offering a lower price and taking their market share.

1050. Kellum’s phone records demonstrate that he did not speak with any customers during the morning of January 4, 2013. At 11:50 am the same morning, Green also called CW-2 at Sandoz and they spoke for fifteen (15) minutes.

1051. Significantly, Green was not speaking with his Sandoz contacts solely about Nadolol, the common drug between Teva and Sandoz, but was also conveying information to Sandoz about a Mylan price increase on another drug that Teva did not even sell – Levothyroxine. Such conversations further demonstrate the broad, longstanding agreement among each of these competitors to share market intelligence in order to facilitate the scheme.

1052. To put the Nadolol price increases into context, the Connecticut Attorney General's Office received a complaint from a Connecticut resident who has been prescribed Nadolol for approximately the last 15 years. In or about 2004, that individual paid between \$10 and \$20 in out-of-pocket costs for a 90-day supply of Nadolol. Today, that same 90-day supply of Nadolol would cost the complainant more than \$500.

1053. As discussed more fully below, Teva continued to conspire with Mylan and Sandoz about Nadolol and many other drugs throughout 2013 and into the future.

46. Niacin ER

1054. Niacin Extended Release ("ER"), also known by the brand name Niaspan Extended Release, is a medication used to treat high cholesterol.

1055. Teva entered the Niacin ER market on September 20, 2013, as the first- to-file generic manufacturer and was awarded 180 days of exclusivity. Teva's exclusivity was set to expire on March 20, 2014.

1056. Teva had advanced knowledge that Lupin planned to enter on March 20, 2014, and that Lupin would have 100 days or until June 28, 2014, before a third generic manufacturer would be allowed to enter. Teva also knew that Zydus planned to enter on June 28, 2014.

1057. The first thing Teva sought to do – knowing that a high-quality competitor would be the only new entrant – was to raise its price. On February 28, 2014, Maureen Cavanaugh instructed K.G. and others at Teva that "[w]e need to do the Niacin ER price increase before Lupin comes to market and sends offers out." K.G. immediately forwarded the e-mail to Patel with the instruction: "Please see comment on Niacin ER. Please make sure you include in your price increase." Later that day, Patel called Berthold at Lupin and the two spoke for nearly seven (7) minutes.

1058. Calls were also exchanged between all three competitors in the days leading up to the price increase, during which they discussed, among other things, the price increase on Niacin ER

and the allocation of customers to the new entrants, Zydus and Lupin. The communications between Green and Patel and Rekenthaler of Teva, and Berthold of Lupin are detailed in the chart below.

Date	Call Type	Target Name	Direction	Contact Name	Duration
3/3/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Green, Kevin (Zydus)	0:20:00
3/3/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:00:04
3/3/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:19:43
3/3/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:00:04
3/3/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	0:00:00
3/4/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:00:04
3/4/2014	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Zydus)	0:00:00
3/4/2014	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Zydus)	0:00:04
3/4/2014	Voice	Berthold, David (Lupin)	Outgoing	Green, Kevin (Zydus)	0:13:26

1059. On March 5, 2014, Patel sent an e-mail to the Teva pricing group stating “[p]lease prepare for a price increase on Niacin ER, to be communicated [to customers] this Friday for an effective date of Monday.” The next day, March 6, Teva notified its customers that it would be implementing a price increase on Niacin ER effective March 7, 2014. The increase was for 10% across the board, on all formulations.

1060. Once Teva coordinated the price increase, it next began taking the necessary steps to divvy up the Niacin ER market with new entrant Lupin so as to avoid competition that would erode Teva’s high pricing. Patel scheduled a meeting with Rekenthaler for March 6, 2014, to discuss an “LOE Plan” for Niacin ER. “LOE Plan,” in Teva parlance, is a plan detailing which customers Teva would concede and which customers it would retain upon Teva’s “loss of exclusivity” in a particular generic drug market. Teva’s LOE plans were often secretly negotiated directly with competitors as they were entering the market, consistent with the industry understanding of fair share discussed above.

1061. This situation was no different. During the morning of March 6, 2014, Patel called Berthold and they spoke for more than seven (7) minutes. During this and several subsequent calls,

discussed in more detail below, Teva and Lupin agreed on which specific customers Teva would concede to Lupin when it entered the market on March 20, 2014. Teva agreed that it would concede 40% of the market to Lupin upon entry.

1062. In the days leading up to the Lupin launch on March 20, 2014, all three competitors spoke again to discuss their plans for Niacin ER. The communications between Green and Rekenthaler and Patel of Teva, and Berthold of Lupin, are detailed in the chart below.

Date	Call Type	Target Name	Direction	Contact Name	Duration
3/17/2014	Voice	Green, Kevin (Zydus)	Outgoing	Rekenthaler, David (Teva)	0:01:00
3/17/2014	Voice	Green, Kevin (Zydus)	Outgoing	Rekenthaler, David (Teva)	0:03:00
3/17/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	0:05:53
3/17/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:05:04
3/17/2014	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Zydus)	0:06:16
3/17/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:11:13
3/18/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:06:26
3/18/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:04:12
3/18/2014	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Zydus)	0:07:00
3/18/2014	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Zydus)	0:12:39
3/20/2014	Voice	Green, Kevin (Zydus)	Outgoing	Berthold, David (Lupin)	0:01:00
3/20/2014	Voice	Green, Kevin (Zydus)	Incoming	Berthold, David (Lupin)	0:26:00

1063. Lupin entered the market with customer pricing only 10% below Teva's recently increased pricing - so it was expected that pricing would remain at least at Teva's pre-increase exclusive pricing levels. In other words, there was little or no price erosion as a result of Lupin's anticompetitive entry into the market for Niacin ER.

1064. Over the next several days, Patel and Berthold continued to coordinate to make sure Lupin obtained the agreed-upon customers. For example, on March 24, 2014, a Teva executive received an e-mail from Cardinal indicating that Cardinal had received "a competitive offer for the Niacin ER family." Cardinal was one of the customers that Teva had already agreed to concede to Lupin. The Teva executive forwarded the e-mail to several people internally at Teva, including Patel, Rekenthaler and Cavanaugh, confirming the plan:

From: [REDACTED]
Sent: Monday, March 24, 2014 2:10 PM
To: [REDACTED]; Dave Rekenhale
Cc: Maureen Cavanaugh; Nisha Patel02; [REDACTED]
Subject: FW: Niacin ER

I want to make sure our strategy has not changed> we are conceding correct ?

1065. That same day, Patel spoke to Berthold at Lupin three times, as shown below:

Date	Call Typ	Target Name	Direction	Contact Name	Duration
3/24/2014	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:05:14
3/24/2014	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:04:55
3/24/2014	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:11:49

1066. Patel responded:

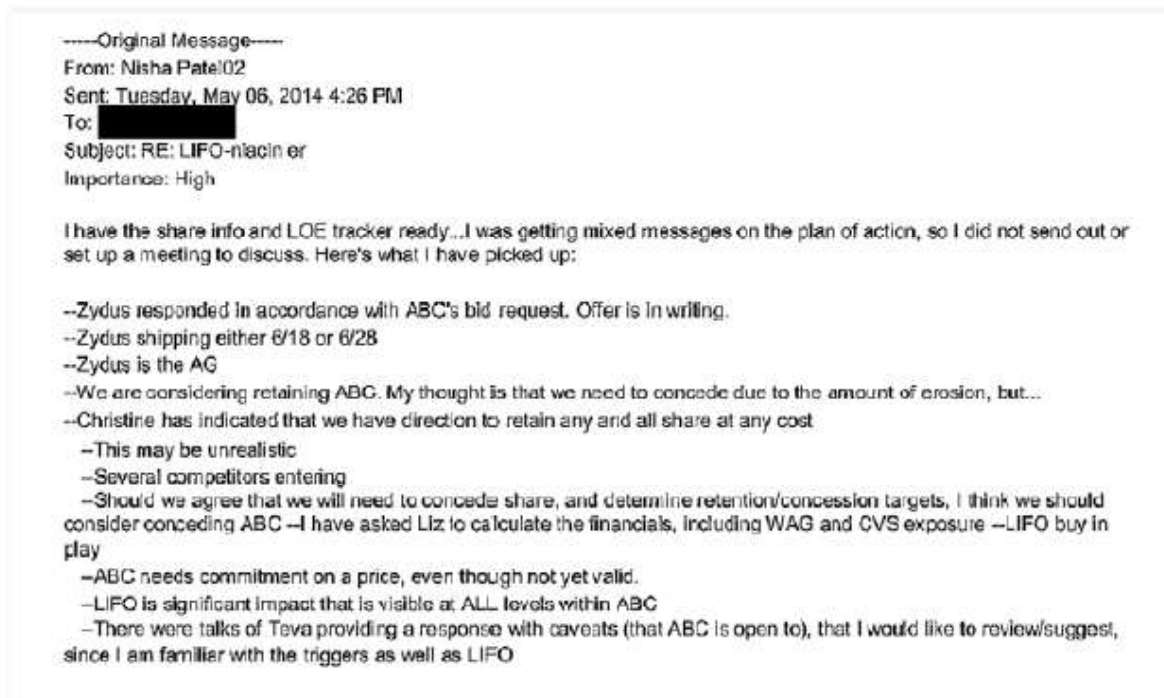
From: Nisha Patel02
Sent: Mon 3/24/2014 1:13 PM (GMT-05:00)
To: [REDACTED]
Cc: Maureen Cavanaugh; [REDACTED]; Dave Rekenhale
Subject: RE: Niacin ER

Yes. The plan is to concede. This was re-confirmed earlier today, unless something has changed.

1067. The next day – March 25, 2014 – K.G. of Teva summarized the status of Teva’s LOE Plan and the company’s agreement with Lupin on Niacin ER: “With the four concessions (CVS, Cardinal, Optum and Humana), we would be giving up right around 40% share as Dave noted (I calculated 39%) We need to keep everybody else.”

1068. In May 2014, Zydus began readying to enter the Niacin ER market. On May 5, 2014, Zydus bid on the Niacin ER business at ABC - a Teva customer. The next day, on May 6, 2014, Green called Rekenhale, and they spoke for three (3) minutes. Less than an hour later, Green

called Patel and they spoke for eight (8) minutes. A few minutes later, Green called Patel again and left a twelve-second voicemail. Later that evening, Patel e-mailed K.G. reporting what Teva had learned on those calls:



K.G. responded that Patel should schedule an internal meeting to discuss their strategy for Niacin ER and include Rekenthaler.

1069. Over the next several days, Patel and Rekenthaler exchanged several calls with Green. Green also exchanged several calls with Berthold of Lupin. These calls are listed below.

Date	Call Type	Target Name	Direction	Contact Name	Duration
5/7/2014	Voice	Green, Kevin (Zydus)	Outgoing	Berthold, David (Lupin)	0:01:00
5/7/2014	Voice	Green, Kevin (Zydus)	Incoming	Berthold, David (Lupin)	0:08:00
5/7/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	0:05:37
5/7/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	0:00:00
5/7/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	0:00:03
5/7/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:09:21
5/8/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	0:37:49
5/9/2014	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Zydus)	0:00:00
5/9/2014	Voice	Berthold, David (Lupin)	Incoming	Green, Kevin (Zydus)	0:00:05
5/9/2014	Voice	Berthold, David (Lupin)	Outgoing	Green, Kevin (Zydus)	0:11:15

1070. Ultimately, the competitors agreed that Teva would retain ABC and concede McKesson, another large wholesaler, to Zydus.

1071. On May 29, 2014, Cassie Dunrud, an Associate Director of National Accounts at Teva, sent an internal e-mail to certain Teva employees, including Patel and Rekenthaler, stating: “A customer is reporting that Zydus is soliciting usage for Niacin with an anticipated launch of June 24.” After receiving the e-mail, Rekenthaler called Green. The call lasted two (2) minutes. Green returned the call a few minutes later and they spoke for twenty-eight (28) minutes. Later that day, Patel called Green, and they spoke for nearly twenty-one (21) minutes.

1072. On June 2, 2014, J.P., a Director of National Accounts at Teva, sent an internal e-mail stating “I received a ROFR from McKesson due to Zydus entering the market. They apparently did not secure ABC. They are launching 6/28, but are sending offers early due to Sun entering as well.” Patel replied, “Please be sure to consult with [K.G.] on this one. Thanks.” Later that morning, Green called Rekenthaler. The call lasted two (2) minutes. Green then called Patel and they spoke for nearly six (6) minutes.

1073. On June 5, 2014, J.P. sent an internal e-mail regarding “McKesson Niacin” stating “Per Dave [Rekenthaler], Maureen [Cavanaugh] has agreed to concede this item.” J.P. also entered the loss in Teva’s internal database – Delphi – and noted that the reason for the concession was “Strategic New Market Entrant.”

1074. On June 28, 2014, Zydus formally launched Niacin ER and published WAC pricing that matched the per-unit cost for both Teva and Lupin.

47. Nitrofurantoin MAC Capsules

1075. Nitrofurantoin Macrocrystal, also known by the brand name Macrochantin, is a medication used to treat certain urinary tract infections.

1076. Teva's July 31, 2012, price increase on Nitrofurantoin Macrocrystal was between 90-95% depending on the dosage and formulation. After that increase, Teva continued to coordinate with Mylan and Alvogen to maintain those high prices.

1077. For example, on October 10, 2012, a distributor customer approached Teva requesting a lower price for Nitrofurantoin MAC because it was having difficulty competing with the prices being charged by the distributor's competitors (i.e., other distributors). At 9:49 am on October 10, 2012, K.G. of Teva sent an internal e-mail to the Teva sales team, including Green and Rekenenthaler, among others, saying:

Sales Team,

We adjusted our pricing on Nitrofurantoin based on market pricing we had received in the past. Please confirm current market pricing.

Immediately after receiving that e-mail, Green reached out to both Nesta at Mylan and William Hill, his counterpart at Alvogen. At 10:01 am, Green called Nesta and the two spoke for ten (10) minutes. After hanging up – at 10:11 am – Green called Hill at Alvogen for the first of three (3) calls that day, including one call lasting fourteen (14) minutes. To close the loop, Nesta also separately spoke to Hill two times that same day, including a call lasting almost ten (10) minutes. Teva did not lower its price.

48. Norethindrone Acetate

1078. Norethindrone Acetate, also known by the brand name Primolut-Nor among others, is a female hormone used to treat endometriosis, uterine bleeding caused by abnormal hormone levels, and secondary amenorrhea.

1079. On September 9, 2014, a customer approached Teva asking if Teva would lower its pricing on certain drugs, including Norethindrone Acetate. One of Teva's competitors for

Norethindrone Acetate was Defendant Amneal. The same day, Patel received phone calls from two different Amneal employees – S.R.(2), a senior sales executive (call lasting more than three (3) minutes), and S.R.(1), a senior sales and finance executive (almost twenty-five (25) minutes). These were the first calls Patel had with either S.R.(1) or S.R.(2) since she joined Teva in April 2013. That same day, S.R.(1) also spoke several times with Jim Brown, Vice President of Sales at Glenmark – the only other competitor in the market for Norethindrone Acetate.

1080. After speaking with the two Amneal executives, Teva refused to significantly reduce its price to the customer; instead providing only a nominal reduction so as not to disrupt the market. At that time, market share was almost evenly split between the three competitors. When discussing it later, Patel acknowledged internally that Teva had “bid high” at the customer based on its understanding “that it would be an increase candidate for Amneal. They increased shortly after.” By bidding high and not taking the business from Amneal, in anticipation of a future price increase, Teva reinforced the fair share understanding among the competitors in the market.

49. Nortriptyline HCL

1081. Nortriptyline Hydrochloride (“Nortriptyline”), also known by the brand name Pamelor, is a drug used to treat depression.

1082. While Taro was approved in May 2000 to market generic Nortriptyline, it subsequently withdrew from the market. As of early 2013, the market was shared by only two players – Teva with a 55% share, and Actavis with the remaining 45%.

1083. By February 2013, Taro personnel had come to believe that they should reclaim a portion of this market, one opining that “...Nortriptyline capsules should be seriously considered for re-launch as soon as possible.”

1084. In early November, Taro was formulating re-launch plans, including a “Target Market share goal” for Nortriptyline of 25% that would leave Teva with 42.45% and Actavis with 31.02%.

1085. On November 6, 2013, Aprahamian pressed his team to “...get some offers on Nortrip[tyline] out . . .” He emphasized the need to find out who currently supplied two particular large customers so that Taro could “determine our course (Cardinal or MCK)”.

1086. Two days later, on November 8, Aprahamian received confirmation that McKesson was a Teva customer.

1087. Several days of conversations ensued among the affected competitors in an effort to sort out how Teva and Actavis would make room for Taro in this market. For example, Rekenthaler of Teva and Falkin of Actavis spoke twice by phone on November 10, 2013.

1088. Then, on November 12, 2013, Taro’s Aprahamian called Patel at Teva. Their conversation lasted almost eleven (11) minutes. That same day, Aprahamian announced to his colleagues that Taro would not be pursuing Teva’s business with McKesson, saying simply: “Will pass on MCK on Nortrip.” Accordingly, he instructed a subordinate to put together an offer for Cardinal instead.

1089. The discussions of how to accommodate Taro into the Nortriptyline market were far from over, however. Falkin of Actavis and Rekenthaler of Teva spoke on November 14, 15 and 18. Falkin also exchanged two text messages with Maureen Cavanaugh of Teva on November 17, and one on November 18, 2014.

1090. Immediately following this series of discussions, Aprahamian began delivering a new message to his team: Taro had enough offers out on Teva customers – it needed to take the rest of its share from Actavis. On November 19, 2013 when a colleague presented an opportunity to gain

business from Teva customer HD Smith, Aprahamian flatly rejected the idea, saying: “Looking for Actavis.. [sic] We have outstanding Teva offers out .. [sic]”.

1091. The next day, November 20, 2013, another Taro employee succeeded in finding an Actavis customer that Taro might pursue. Armed with this new information, Aprahamian wasted no time in seeking Actavis’s permission, placing a call to M.D., a senior national account executive at Actavis, less than four hours later. They ultimately spoke on November 22, 2013, for more than eleven (11) minutes.

1092. Meanwhile, Teva employees finalized plans to cede Cardinal to Taro as discussed in the negotiations with Actavis and Taro. On November 21, 2013, Teva informed its customer that “[w]e are going to concede the business with Cardinal.”

1093. The competitors continued consulting with each other over the coming months on Nortriptyline. On December 6, 2013, for example, Aprahamian called M.D. at Actavis and the two spoke for over thirteen (13) minutes. On December 10, 2013, a Taro colleague informed Aprahamian that a large customer, HEB, was with Actavis for all but one of the Nortriptyline SKUs, and that HEB was interested in moving the business to Taro.

1094. Having already cleared the move with Actavis during his December 6 call with M.D., Aprahamian put the wheels in motion the next day for Taro to make an offer to HEB.

1095. Aprahamian also continued to coordinate with Teva. He called Patel on January 28, 2014, but she did not pick up. The dialogue continued on February 4, 2014, when Patel called Aprahamian back. The two talked for nearly twenty-four (24) minutes.

1096. Two days later, on February 6, a potential customer solicited Taro to bid on its business. When a colleague informed Aprahamian of that fact and asked if he wanted to pursue the opportunity, Aprahamian responded firmly that Teva had already done enough to help Taro with its re-launch and thus only Actavis accounts should be pursued:

Date	Call Type	Target Name	Direction	Contact Name	Duration
3/4/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:00:19
3/4/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:01:03
3/4/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:11:56
3/5/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:00:00
3/5/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:10:37
3/5/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:00:02
3/6/2014	Voice	M.D. (Actavis)	Outgoing	Taro Pharmaceuticals	0:21:10
3/7/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:15:10
3/7/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:09:42
3/10/2014	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	0:00:02
3/10/2014	Text	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	0:00:00
3/10/2014	Voice	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	0:05:08

1097. Over the first ten days of March, executives at Teva, Taro and Actavis called and texted each other frequently in their continuing efforts to work out the details of Taro's re-entry.

These calls include at least those listed below:

Date	Call Type	Target Name	Direction	Contact Name	Duration
3/4/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:00:19
3/4/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:01:03
3/4/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:11:56
3/5/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:00:00
3/5/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:10:37
3/5/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:00:02
3/6/2014	Voice	M.D. (Actavis)	Outgoing	Taro Pharmaceuticals	0:21:10
3/7/2014	Voice	Falkin, Marc (Actavis)	Incoming	Rekenthaler, David (Teva)	0:15:10
3/7/2014	Voice	Falkin, Marc (Actavis)	Outgoing	Rekenthaler, David (Teva)	0:09:42
3/10/2014	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	0:00:02
3/10/2014	Text	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	0:00:00
3/10/2014	Voice	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	0:05:08

1098. At the end of this flurry of communications, Teva documented its internal game plan for Nortriptyline. Prior to this time - particularly in early 2014 - Nortriptyline had been listed by Teva as a potential candidate for a price increase. On March 10, 2014, however, as Patel was revising that list of price increase candidates (and the same day she spoke to Aprahamian for more than five (5) minutes), she removed Nortriptyline from contention in order to accommodate Taro's entry.

The spreadsheet that she sent to a colleague on that date expressly took into account the negotiations over Taro's entry that had occurred over the past few weeks. With respect to a possible Nortriptyline price increase, it stated: "Delay – Taro (new) seeking share." As discussed more fully below, Teva subsequently raised the price of Nortriptyline on January 28, 2015 – in coordination with both Taro and Actavis.

50. Omega-3-Acid Ethyl Esters

1099. Omega-3-Acid Ethyl Esters, also known by the brand name Lovaza, is a lipid-regulating agent used to lower levels of triglycerides.

1100. Teva launched Omega-3-Acid Ethyl Esters on April 8, 2014. During this time period, manufacturers of the drug were all experiencing various supply problems, affecting how much market share each would be able to take on.

1101. On the morning of June 26, 2014, Patel e-mailed Christine Baeder, a senior operations executive at Teva, to inform Baeder that Par had recently received FDA approval for Omega-3-Acid Ethyl Esters. Baeder responded by asking if Par had started shipping that product. Patel replied at 10:24 am that she had not heard anything yet but promised to "snoop around."

1102. Patel had indeed already started "snooping around." At 9:46 am, she had sent a message to T.P., a senior-most executive at Par, through the website LinkedIn, stating:



T.P. did not respond through LinkedIn, but texted Patel on her cell phone later that day, initiating a flurry of ten (10) text messages between them in the late afternoon and early evening of June. That night, Patel followed up with Baeder, informing her that the only thing Patel knew at that point was that Par was limited on supply, but that she was “working on getting more . . .”

1103. The next morning, T.P. called Patel and they spoke for nearly thirty (30) minutes. That was the first and only voice call ever between the two according to the phone records. That same morning, Patel informed Baeder that she now had “some more color” on Par’s launch of Omega-3-Acid Ethyl Esters and would “fill you in when we speak.” Patel also communicated this information to Rekenthaler. At 11:27 am that same morning, Rekenthaler sent an e-mail to T.C., a Teva sales executive, with a veiled – but clear – understanding about Par’s bidding and pricing plans:

You’re aware PAR receive [sic] an approval. I would imagine that CVS is going to receive a one time buy offer from PAR. I’m also assuming the price would be above ours so there should not be a price request (which we would not review anyway). My point in the email is to ensure that you are aware of all of this

1104. Par launched Omega-3-Acid Ethyl Esters Capsules the following Monday, June 30, 2014.

1105. After the discussions between Patel and T.P. at Par, Teva proceeded to concede business to Par to ensure Par's smooth entry into the market. As of July 11, 2014, Teva's share of the market for new generic prescriptions had dropped 15.9 points to 84.1% and its share of the total generic market (new prescriptions and refills) had dropped 16.3 points to 83.7%.

1106. As new competitors entered the market, Teva coordinated with them to avoid competition and keep prices high. For example, in an internal e-mail on October 2, 2014, Teva's K.G. stated that "[w]e heard that Apotex may be launching with limited supply and at a high price." Rekenthaler had obtained this information through phone calls with Jeffrey Hampton, a senior sales executive at Apotex, on September 25 and 27, 2014 – and then conveyed the information internally at Teva.

1107. Because of supply limitations, Par was not able to meaningfully enter the market until late November 2014. On November 10, 2014, Patel and T.P. exchanged five (5) text messages. On December 1, 2014, Teva was notified by a customer that it had received a price challenge on Omega-3-Acid Ethyl Esters. T.C. at Teva speculated that the challenge was from Apotex, but Rekenthaler knew better, stating "I'm confident it's Par." Rekenthaler informed T.C. that Teva would not reduce its price to retain the business – thus conceding the business to Par.

1108. By mid-February 2015, Teva had conceded several large customers to Par to smooth Par's entry into the market and maintain high pricing. During this time, Rekenthaler was speaking frequently with M.B., a senior national account executive at Par, to coordinate.

1109. By April 2015, Apotex had officially entered the market, and consistent with the "fair share" understanding, Teva's market share continued to drop. By April 25, Teva's share of the market for new generic prescriptions for Omega-3-Acid Ethyl Esters had dropped to 68.3% and its

share of the total generic market (new prescriptions and refills) had dropped to 66.8%. Rekenthaler was speaking frequently with Hampton at Apotex to coordinate during the time period of Apotex's entry in the market.

51. Oxaprozin Tablets

1110. Oxaprozin, also known by the brand name Daypro, is a nonsteroidal anti-inflammatory drug (NSAID). It is used to treat rheumatoid arthritis, osteoarthritis, and juvenile rheumatoid arthritis.

1111. Prior to July 2012, Teva and Dr. Reddy's dominated the Oxaprozin market. However, between July 2012 and March 2013, two additional competitors entered the market, yet the price of the drug went up more than 500% in the process.

1112. First, Sandoz entered the market in July 2012. Prior to Sandoz's entry into the market, Teva raised its prices by approximately 500%.

1113. This price increase was made possible by the fair share agreement, as Teva knew that it would not lose market share by raising prices, even with Sandoz's pending entry into the market. Indeed, when Sandoz did enter the market in July 2012, it matched Teva's higher prices and was still able to gain its "fair share" of the market.

a. Teva/Greenstone

1114. Greenstone entered the market for Oxaprozin 600mg Tablets on March 27, 2013. It entered with the exact same WAC pricing as Teva. In the days and weeks leading up to Greenstone's entry into the market, Green of Teva and R.H., an account executive at Greenstone, were in frequent communication by phone and text to coordinate the entry, as set forth in more detail below:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
3/6/2013	Voice	R.H. (Greenstone)	Incoming	Green, Kevin (Teva)	8:47:46	0:10:57
3/11/2013	Voice	R.H. (Greenstone)	Incoming	Green, Kevin (Teva)	15:24:26	0:01:30
3/11/2013	Voice	R.H. (Greenstone)	Incoming	Green, Kevin (Teva)	19:25:44	0:02:38
3/18/2013	Voice	R.H. (Greenstone)	Outgoing	Green, Kevin (Teva)	18:03:08	0:00:36
3/18/2013	Voice	R.H. (Greenstone)	Incoming	Green, Kevin (Teva)	18:44:27	0:04:51
3/20/2013	Voice	R.H. (Greenstone)	Incoming	Green, Kevin (Teva)	7:59:16	0:02:22
3/21/2013	Voice	R.H. (Greenstone)	Incoming	Green, Kevin (Teva)	16:31:40	0:00:00
3/21/2013	Voice	R.H. (Greenstone)	Outgoing	Green, Kevin (Teva)	16:42:27	0:00:27
3/21/2013	Voice	R.H. (Greenstone)	Incoming	Green, Kevin (Teva)	16:43:56	0:04:04
3/22/2013	Voice	R.H. (Greenstone)	Incoming	Green, Kevin (Teva)	10:20:36	0:00:00
3/22/2013	Voice	R.H. (Greenstone)	Outgoing	Green, Kevin (Teva)	10:45:41	0:00:10
3/22/2013	Text	R.H. (Greenstone)	Outgoing	Green, Kevin (Teva)	10:51:04	0:00:00
3/22/2013	Voice	R.H. (Greenstone)	Incoming	Green, Kevin (Teva)	10:56:51	0:02:13
3/27/2013	Voice	R.H. (Greenstone)	Incoming	Green, Kevin (Teva)	17:26:41	0:00:00

During these communications, Teva agreed to concede specific customers to Greenstone in order to avoid competition and price erosion resulting from Greenstone's entry.

1115. Part of the understanding between the companies was that Teva would concede at least two large customers - CVS and Cardinal- to Greenstone, and that Teva would retain Walmart as a customer. On March 27, 2013, however, Teva learned that Greenstone had either misunderstood the deal or was trying to cheat on the agreement by approaching Walmart.

1116. On March 27, 2013, T.C. of Teva forwarded an e-mail that T.C. had received from Walmart to Green and Rekenhaller. The e-mail from Walmart, sent the same day, requested that Teva provide a more competitive price on Oxaprozin 600mg tablets because Walmart had received a new bid from a competitor (Greenstone).

1117. Rekenhaller's immediate reaction to T.C.'s e-mail was "Great. More idiots in the market..." In subsequent e-mails between T.C. and Rekenhaller, T.C. reminded Rekenhaller that, pursuant to the agreement with Greenstone, "[w]e just conceded at cardinal . . . remember[?]" Rekenhaller corrected T.C., stating that Teva had conceded both Cardinal *and* CVS to Greenstone. Rekenhaller remarked that "[t]hey should not have gone to Walmart. Poor strategy on their part for

sure.” In her reply, T.C. made it clear that there was an understanding between Teva and Greenstone:

From: [REDACTED]
Sent: Wed 3/27/2013 4:36 PM (GMT-05:00)
To: Dave Rekenthaler; Kevin Green
Cc:
Bcc:
Subject: RE: Oxaprozin 600mg Tab

I thought they said they were done after cardainl.. I am pissed.

1118. Teva took immediate steps to address the situation. That same day – March 27, 2013 – Green called R.H. at Greenstone at 5:25 pm but she did not answer. The next morning, at 8:06 am, T.C. sent an e-mail to Walmart stating: “Addressing this morning...” Less than a half hour later, T.C. sent an e-mail to Green, stating: “CALL ME IN MY OFFICE when you get a chance.”

1119. After Green spoke to T.C., he immediately called R.H. at Greenstone. R.H. relayed the information from Green to her boss, Nailor, in a series of conversations and text messages over the course of that morning, and later in the day, as set forth below:

Date	Call Typ	Target Name	Direction	Contact Name	Time	Duration
3/28/2013	Voice	R.H. (Greenstone)	Incoming	Green, Kevin (Teva)	8:57:21	0:00:00
3/28/2013	Voice	R.H. (Greenstone)	Outgoing	Green, Kevin (Teva)	11:09:50	0:04:52
3/28/2013	Voice	R.H. (Greenstone)	Outgoing	Nailor, Jill (Greenstone)	11:15:18	0:00:00
3/28/2013	Voice	R.H. (Greenstone)	Outgoing	Nailor, Jill (Greenstone)	11:15:39	0:01:23
3/28/2013	Voice	R.H. (Greenstone)	Outgoing	Green, Kevin (Teva)	11:22:04	0:00:45
3/28/2013	Voice	R.H. (Greenstone)	Incoming	Green, Kevin (Teva)	12:15:08	0:00:00
3/28/2013	Voice	R.H. (Greenstone)	Outgoing	Green, Kevin (Teva)	12:18:28	0:04:45
3/28/2013	Voice	R.H. (Greenstone)	Outgoing	Green, Kevin (Teva)	13:38:50	0:03:15
3/28/2013	Text	R.H. (Greenstone)	Incoming	Nailor, Jill (Greenstone)	18:52:14	0:00:00
3/28/2013	Text	R.H. (Greenstone)	Outgoing	Nailor, Jill (Greenstone)	18:59:45	0:00:00
3/28/2013	Text	R.H. (Greenstone)	Outgoing	Nailor, Jill (Greenstone)	18:59:47	0:00:00
3/28/2013	Text	R.H. (Greenstone)	Incoming	Nailor, Jill (Greenstone)	19:00:29	0:00:00
3/28/2013	Text	R.H. (Greenstone)	Outgoing	Nailor, Jill (Greenstone)	19:07:29	0:00:00
3/28/2013	Text	R.H. (Greenstone)	Outgoing	Nailor, Jill (Greenstone)	19:07:31	0:00:00
3/28/2013	Text	R.H. (Greenstone)	Outgoing	Nailor, Jill (Greenstone)	21:15:51	0:00:00
3/28/2013	Text	R.H. (Greenstone)	Outgoing	Nailor, Jill (Greenstone)	21:15:53	0:00:00
3/28/2013	Text	R.H. (Greenstone)	Incoming	Nailor, Jill (Greenstone)	23:23:53	0:00:00

During those conversations, Greenstone agreed to withdraw the offer to Walmart and honor the agreement with Teva.

1120. At 1:22 pm that day, after several of the communications outlined above, Walmart sent an e-mail to T.C. at Teva confirming that Greenstone had in fact withdrawn its offer: “FYI - I just received word from Greenstone that they have met their market share and the proposal has expired. Please see what you can do with pricing.” T.C. forwarded the e-mail to Green, with a one-word response making it clear that Teva would not be reducing its price for Oxaprozin: “FUNNY.”

1121. Pursuant to the agreement between Greenstone and Teva, there was very little price erosion as a result of Greenstone’s entry. A couple of months later, as Defendant Dr. Reddy’s was preparing to enter the market for Oxaprozin (discussed more fully below), a Dr. Reddy’s representative commented positively that “[p]ricing [is] still high” on Oxaprozin. That same representative had also talked to wholesaler Cardinal about the drug and conveyed that “Cardinal switched to Greenstone. Teva was ‘fine’ with it!”

b. *Teva/Dr. Reddy's*

1122. In early 2013, Dr. Reddy's began having internal discussions about re-launching Oxaprozin in June of that year. In March 2013 – when Teva was still the sole generic in the market – the plan was to target one large chain and one large wholesaler in order to obtain at least 30% market share. Two months later, in May 2013, Dr. Reddy's adjusted its market share expectations down to 20% after Greenstone and Sandoz both re-launched Oxaprozin.

1123. On June 13, 2013, members of the Dr. Reddy's sales force met for an "Oxaprozin Launch Targets Discussion" to "discuss launch targets based on the market intelligence gained by the sales team."

1124. Dr. Reddy's re-launched Oxaprozin on June 27, 2013, with the same WAC price as Teva. At the time, Teva had 60% market share. Dr. Reddy's almost immediately got the Oxaprozin business at two customers, Keysource and Premier. Dr. Reddy's also challenged for Teva's business at McKesson, but Teva reduced its price to retain that significant customer.

1125. Eager to obtain a large customer, Dr. Reddy's turned its sights to Walgreens. At a July 1, 2013, sales and marketing meeting, there was an internal discussion among Dr. Reddy's employees about "asking to see if Teva would walk away from the business" at Walgreens. Within a week, Dr. Reddy's employees had learned that Teva would defend the Walgreens business and recognized that they would have to "bid aggressively" to obtain that customer.

1126. Dr. Reddy's did bid aggressively at Walgreens. On or around July 14, 2013, Walgreens informed Green, then a National Account Director at Teva, that Dr. Reddy's had made an unsolicited bid for the Oxaprozin business, at a price of roughly half of Teva's current price. Per Green, Walgreens did not "want to move but obviously want[s] the price."

1127. While the Dr. Reddy's offer to Walgreens was still pending – on July 23, 2013 – John Adams of Dr. Reddy's called Green. That phone call – the only one ever between the two individuals that is identified in the phone records – lasted for nearly five (5) minutes.

1128. Two days later, Green noted that “[i]f we give D[r. Reddy's] this business, they may be satisfied. I will see if I can find this out.” Green also warned, however, that if Teva decided to defend and keep Walgreens' business, Dr. Reddy's will “just go elsewhere” – meaning Dr. Reddy's would continue to offer unsolicited bids to Teva customers and drive prices down.

1129. While deciding whether to match the Dr. Reddy's offer at Walgreens or concede the business to Dr. Reddy's, Teva engaged in internal discussions about strategy. On July 29, 2013, Kevin Galownia at Teva suggested the possibility of keeping the Walgreens business but conceding Teva's next largest customer for Oxaprozin – Econdisc – to Dr. Reddy's. Eager to avoid any further price erosion from the Dr. Reddy's entry, Rekenthaler immediately asked Patel to “look at our business on Oxaprozin in order to accommodate Dr. Reddy's entry.” Rekenthaler's goal was to identify customers other than Walgreens that Teva could concede to Dr. Reddy's in order to satisfy its market share goals.

1130. At 12:33 pm that day, Patel asked a colleague to “run the customer volume and profitability analysis for Oxaprozin.” It was typical at Teva to run this type of report before negotiating market share with a competitor. At 2:20 pm, that colleague provided the information to Patel, copying Rekenthaler and K.G. With this information in hand, less than an hour later Rekenthaler placed a call to T.W., a Senior Director of National Accounts at Dr. Reddy's. The call lasted two (2) minutes and was their only telephone conversation in 2013.

1131. After having this conversation with T.W., Teva decided to maintain the Walgreens business, but concede the Econdisc business to Dr. Reddy's. Teva conceded the Econdisc business

on August 7, 2013. Green listed “Strategic Market Conditions” in Teva’s Delphi database as the reason for conceding the business to Dr. Reddy’s.

1132. By September 10, 2013, Dr. Reddy’s had achieved its goal of obtaining 20% share of the Oxaprozin market. At that time, its customers included Econdisc, Keysource, and Premier.

52. Oxybutynin Chloride Tablets

1133. Oxybutynin Chloride, also known by the brand name Ditropan XL, is a medication used to treat certain bladder and urinary conditions. Belonging to a class of drugs called antispasmodics, Oxybutynin Chloride relaxes the muscles in the bladder to help decrease problems of urgency and frequent urination.

1134. Apotex, Par, Teva, and Upsher-Smith dominated the market for Oxybutynin Chloride during the time period relevant to this Complaint.

1135. On June 13, 2013, as Patel was in the process of finalizing the Teva price increase list, she learned that Defendant Upsher-Smith had increased its listed WAC prices for the drug Oxybutynin Chloride Tablets.

1136. On June 13, 2013, K.G. of Teva sent an e-mail to several Teva employees, including Patel, asking them to “share any competitive intelligence you may have or receive” regarding Oxybutynin Chloride. At that time, Teva had been considering whether to delete the drug from its inventory, due to low supply and profitability. One factor that could potentially change that calculus for Teva was the ability to implement a significant price increase. On June 14, 2013, while considering whether to change Teva’s plan to delete the drug, a Teva employee asked Patel whether she could “provide an estimate of the pricing we might secure business at?”

1137. On June 15, 2013, Patel exchanged six (6) text messages with Brad Leonard, a senior national account executive at Upsher-Smith. Around this same time, Karen O’Connor – a Vice

President of Sales at Par – was in contact with Beth Pannier, the Senior National Accounts Manager at Upsher-Smith.

1138. Patel deemed Upsher-Smith a highly-ranked competitor (+2) in large part because of her relationship and understanding with Leonard. In the week before she began her employment at Teva (after leaving her previous employment), Patel and Leonard exchanged several text messages. During her first week on the job, as she was beginning to identify price increase candidates and high-quality competitors, Patel spoke to Leonard on April 29, 2013, for nearly twenty (20) minutes. During these initial communications, the two competitors reached an understanding that Teva and Upsher-Smith would follow each other's price increases. This understanding resulted in Upsher-Smith receiving a +2 "quality competitor" ranking from Patel.

1139. On June 19, 2013, Teva learned that Apotex also increased its price for that drug. As a result, a national account executive at Teva sent an e-mail to Patel stating: "Did you know about the Oxybutynin? We have small share, but huge increase there!" Patel responded: "Yes, heard late last week. The train is moving so fast, I'm worried we won't get on!" That same day, Patel instructed a colleague to add Oxybutynin Chloride to the Teva price increase list and began taking steps to implement the increase.

1140. On July 3, 2013, Teva implemented a price increase ranging between 1,100 – 1,500% increase on Oxybutynin Chloride, depending on the dosage strength. Like the other drugs on the list, Teva would not have increased its price without first obtaining agreement from competitors that they would not compete with Teva or steal market share after the increase.

53. Paricalcitol

1141. Paricalcitol, also known by the brand name Zemplar, is used to treat and prevent high levels of parathyroid hormone in patients with long-term kidney disease.

1142. Teva entered the market on Paricalcitol on September 30, 2013. As the first generic to enter the market, it was entitled to 180 days of exclusivity.

1143. Following its period of exclusivity, Teva's "goal was to concede business on day 181" but "to retain CVS, Walgreens and ABC. All others are not an automatic concede, but we expect to concede."

1144. In March 2014, with the end of the exclusivity period approaching, Teva began planning which customers it would need to concede. Teva had advance knowledge that Zydus and another generic manufacturer not named as a Defendant in this case planned to enter the market on day 181, which was March 29, 2014.

1145. In the month leading up to the Zydus launch, Patel and Rekenthaler spoke with Green and discussed, among other things, which Paricalcitol customers Teva would retain and which customers it would allocate to the new market entrant.

1146. On February 28, 2014, T.S., a Director of National Accounts at Teva, sent an internal e-mail to certain Teva employees, including Patel and Rekenthaler, advising that ABC was requesting bids on two Zydus overlap drugs – Paricalcitol and Niacin ER. After receiving that e-mail, Rekenthaler called his former colleague, Kevin Green (now with Zydus). The call lasted less than one (1) minute (likely a voicemail). The next business day, on March 3, 2014, Rekenthaler called Green again and they spoke for twenty (20) minutes. Later that afternoon, Patel also called Green. The two exchanged four calls that day, including one that lasted nearly twenty (20) minutes. On March 4, Patel called Green again and left a voicemail.

1147. On March 12, 2014, T.S. e-mailed Patel and Rekenthaler stating that Zydus had bid on Paricalcitol at ABC. That same day, Patel sent an internal e-mail asking for a loss of exclusivity report for Paricalcitol, listing out Teva's customers and the percentage of Teva's business they

represented. This was typically done by Teva employees before calling a competitor to discuss how to divvy up customers in a market.

1148. On March 13, 2014, Patel directed that Teva retain ABC and match the Zydus pricing. The next day, on March 14, 2014, Patel called Green. A few minutes later, Green returned the call and they spoke for nineteen (19) minutes. Rekenthaler then called Patel and they spoke for eleven (11) minutes.

1149. During the morning of March 17, 2014, Patel and Green had two more phone calls, lasting nearly six (6) minutes and just over five (5) minutes. During those calls they were discussing how to divvy up the market for several products where Zydus was entering the market. A half an hour after the second call, Patel e-mailed her supervisor, K.G., identifying “LOE Targets to Keep” for several products on which Teva overlapped with Defendant Zydus – including Paricalcitol. With respect to Paricalcitol, Patel recommended that Teva “Keep Walgreens, ABC, One Stop, WalMart, Rite Aid, Omnicare.” Later that same day, Patel called Green again and they spoke for more than eleven (11) minutes.

1150. Over the next several weeks, Teva would “strategically” concede several customers to the new entrant Zydus.

1151. For example, on March 27, 2014, Green called Patel. Patel returned the call and they spoke for nearly nine (9) minutes. The next day, on March 28, 2014, OptiSource, one of Teva’s GPO customers, notified J.P., a Director of National Accounts at Teva, that it had received a competing offer from Zydus for its Paricalcitol business. J.P. forwarded the OptiSource e-mail to Patel. Within minutes, Patel responded “[w]e should concede.”

1152. That same day, Teva was notified by another customer, Publix, that Zydus had submitted a proposal for its Paricalcitol business. On April 1, 2014, Teva conceded the customer to Zydus and noted in Delphi that the reason for the concession was “Strategic New Market Entrant.”

1153. Also on April 1, 2014, Zydus bid for the Paricalcitol business at NC Mutual, another Teva customer. That same day, Patel called Green and left a 22-second voicemail. The next day, on April 2, 2014, Patel tried Green twice more and they connected on the second call and spoke for nearly ten (10) minutes. Later that evening L.R., an Associate Manager, Customer Marketing at Teva, sent an internal e-mail to T.S., the Teva Director of National Accounts assigned to NC Mutual, copying Patel, asking: “May we please have an extension for this request until tomorrow?” Patel responded, “I apologize for the delay! We should concede.”

1154. On April 15, 2014, Walmart received a competitive bid for its Paricalcitol business and provided Teva with the opportunity to retain. Two days later, on April 17, 2014, K.G. responded that he thought it might be Zydus. Patel replied, “We have conceded a reasonable amount of business (as planned) to Zydus. I would be surprised if they were going after a customer this big after they’ve picked up business recently.” Later that day, Green called Patel. She returned his call and they spoke for nearly twelve (12) minutes. Later that day, after her discussion with Green, Patel sent an internal e-mail stating, “After further review, I believe this is [a company not identified as a Defendant in this case].” On April 22, 2014, Patel sent an internal e-mail regarding Walmart directing, “Need to retain. Please send an offer. Thanks.”

1155. By May 2014, Dr. Reddy’s started preparing to enter the Paricalcitol market. On May 1, 2014, T.W. of Dr. Reddy’s spoke with Rekenhaller of Teva for nearly eleven (11) minutes.

1156. At a May 20 sales and marketing team meeting, the Dr. Reddy’s sales force was instructed to find out which customers were currently purchasing Paricalcitol from which manufacturers, and their prices. Dr. Reddy’s was targeting a 20% market share. At the time, Teva’s share was 73%.

1157. On June 10, 2014 – as Dr. Reddy’s was starting to approach certain customers – including Walgreens, a large retail pharmacy customer – Patel spoke with V.B., the Vice President of

Sales for North American Generics at Dr. Reddy's, several times. At 8:50 am, Patel called V.B. and left a voicemail. V.B. returned the call at 9:18 am, and the two spoke for more than ten (10) minutes. Later that day, at 2:46 pm, Dr. Reddy's provided Walgreens with a market share report for Paricalcitol indicating that Teva was the market leader at 60% share. A representative of Walgreens responded that it "[l]ooks like Teva is the right target." Shortly after this e-mail exchange, at 3:21 pm, V.B. called Patel again and the two spoke for nearly nine (9) minutes.

1158. By June 19, 2014, Dr. Reddy's had made offers to Omnicare, Cardinal, ABC, and Walgreens. The internal plan was that if Walgreens declined, then Dr. Reddy's would make an offer to CVS. That same day, Teva agreed to concede its Paricalcitol business at Omnicare, dropping its market share by 3%.

1159. Teva also strategically conceded what remained of its Cardinal business (it had previously conceded some of that business to Zydus). After receiving Dr. Reddy's bid, Cardinal approached Teva and asked whether Teva would bid to retain the four mcg portion of the business. Patel recommended to her boss, K.G., that Teva concede the business: "We have ~70 share and it is ideal to concede here because of the incomplete family." K.G. agreed. Patel then instructed S.B., a customer analyst at Teva, to concede "due to [T]eva's high share." S.B. subsequently e-mailed T.C., Teva's Senior Director of Sales & Trade Relations: "Due to the fact that we have high share and already conceded on the other strengths, we are going to concede on this strength as well." T.C. relayed this statement, word-for-word, to Cardinal.

1160. Dr. Reddy's also submitted a bid to ABC, which was one of the customers that Teva had targeted to keep after losing exclusivity. ABC notified Teva of Dr. Reddy's competitive bid for Paricalcitol on June 26, 2014. In internal e-mails discussing this price challenge, Teva employees noted that Dr. Reddy's was "aggressively seeking market share" and potentially eroding the price of the drug. When asked for his thoughts on this, Rekenthaler remarked:

From: Dave Rekenhale
Sent: Tue 7/01/2014 9:42 AM (GMT-05:00)
To: Nisha Patel02
Cc:
Bcc:
Subject: RE: ABC Paricalcitol CPC #12233 (DRL LAUNCH) -->DUE TODAY <--

My thoughts are that Dr. Reddy is really a pain in my ass. Have they picked anyone up to date?

Despite the pricing challenge, Teva retained the ABC Paricalcitol business. As ABC explained to Dr. Reddy's, "Teva wanted to keep the business and has given us a competitive price."

1161. Dr. Reddy's formally launched Paricalcitol on June 24, 2014. On or around that date, it sent offers to, *inter alia*, Winn-Dixie, Giant Eagle, and Schnucks. On June 26, 2014, Teva's K.G. told Patel that he was "willing to concede 10-15% share total on Paricalcitol" to Dr. Reddy's.

1162. Winn-Dixie informed Teva that it had received a competing offer for Paricalcitol from Dr. Reddy's. Patel recommended that Teva concede the business. Teva did, and Winn-Dixie informed Dr. Reddy's that it had won its Paricalcitol business on July 9, 2014.

1163. Giant Eagle informed Teva that it had received a competing offer on Paricalcitol on July 10, 2014. That same day, V.B. of Dr. Reddy's called Patel and the two spoke for more than twelve (12) minutes. Shortly after getting off the phone with V.B., Patel responded to a question from a colleague regarding an RFP to another supermarket chain. One of the potential bid items was Paricalcitol. Patel directed her colleague to "bid a little high on Paricalcitol. We should not be aggressive since we are in the process of conceding share due to additional entrants." Her colleague responded: "I will bid higher" on Paricalcitol.

1164. The next day, Teva conceded the Giant Eagle business to Dr. Reddy's. S.B., a Teva Strategic Customer Analyst, wrote in an internal e-mail, "Due to DRL recent launch and pressure to give up share, we are going to concede." Giant Eagle accepted Dr. Reddy's proposal the next day.

1165. After receiving an offer from Dr. Reddy's, Schnucks also asked Teva for reduced pricing in order to retain the business. Teva decided internally to concede Paricalcitol at Schnucks "[d]ue to new entrants and having to give up some share." In order to create the appearance of competition with this customer, Teva engaged in what Patel referred to as "fluff pricing," by which it offered Schnucks an inflated price (cover bid) for Paricalcitol to ensure that Teva did not win the business. Indeed, Schnucks was "so insulted" by Teva's price that it moved to Dr. Reddy's the same day it received Teva's offer. When Patel learned of this, she remarked to a Teva salesperson (who she had been discussing "fluff pricing" with recently):

From: Nisha Patel02
Sent: Thu 7/17/2014 11:36 AM (GMT-05:00)
To: [REDACTED]
Cc:
Bcc:
Subject: RE: Schnucks Paricalcitol CPC (#12201)

Sorry! Had to laugh. In regards to our recent conversation....this is what we see when we provide fluff pricing. Can't win!

Schnucks accepted Dr. Reddy's Paricalcitol proposal on June 30, 2014.

1166. On July 16, 2014, McKesson informed Teva that it had received a competing bid for Paricalcitol, and that Teva would need to submit its best bid in order to retain the business. Teva initially decided to concede the One Stop portion of McKesson's business only, while retaining the RiteAid portion. Patel wrote internally to her team that "[t]his decision is based on the number of competitors, DRL's potential share target and our current/conceded share. (Dr. Reddy's should be done with challenging our business on this product.)" Patel further added that Teva had been "looking to give up One Stop to be responsible with share" and that "[t]he responsible thing to do is concede some share to DRL but not all."

1167. On July 18, 2014 – a Friday – Patel called V.B. at Dr. Reddy's at 4:20 pm and left a message. V.B. returned the call on Monday morning, and the two spoke for more than four (4)

minutes. They spoke again the next morning, July 22, 2014, for more than six minutes. During these calls, Patel and V.B. agreed that Dr. Reddy's would stop competing for additional market share (and driving price down further) if Teva conceded all of its McKesson business (One Stop and Rite Aid) to Dr. Reddy's. Indeed, Dr. Reddy's confirmed to McKesson (that same day) that it "would be done after this" – meaning it would not compete for additional business because it had attained its fair share. McKesson passed this information along to Teva on July 22.

1168. The next day, July 23, 2014, Teva decided to concede its entire McKesson business – both RiteAid and One Stop – to Dr. Reddy's. In making this decision, Patel noted: In its Delphi database, Teva noted that the McKesson Paricalcitol business had been conceded to a "Strategic New Market Entrant." After the fact, former customer McKesson informed Teva that Dr. Reddy's had been "so aggressive because [Teva was] not giving up share."

1169. By early August 2014, Dr. Reddy's had attained 15-16% of the total Paricalcitol market, which it decided – pursuant to its understanding with Teva – it would "maintain for now."

54. Penicillin V Potassium

1170. Penicillin V Potassium, or Penicillin VK, also known by the brand name Pen-Vee, is an antibiotic used to fight a broad-spectrum of bacteria.

1171. During the relevant time frame, Teva, Sandoz, Aurobindo, and Greenstone/Pfizer were the primary manufacturers of Penicillin VK Tablets.

1172. On August 28, 2014, Teva raised prices on a number of different drugs, including Penicillin VK Tablets. Prior to the increase, Teva's Patel and Rekenthaler communicated with Aurobindo, Sandoz, and Greenstone. Rekenthaler spoke to R.C., CEO of Aurobindo, twice on July 29. Patel spoke to a Greenstone executive on August 25, and to the Associate Director of Pricing at Sandoz on August 26, twice on August 27, and August 28.

1173. On October 10, 2014, Sandoz followed Teva's price increase on Penicillin VK Tablets. Following the normal pattern, Patel of Teva spoke to CW-1 of Sandoz on the day of the Sandoz price increases for more than three minutes. On October 15, Rekenthaler again spoke to R.C. at Aurobindo.

55. Pentoxifylline

1174. Pentoxifylline, also known by the brand names Pentopak, Pentoxil, and TRENTal, is a medication used to reduce leg pain caused by poor blood circulation.

1175. During the relevant time frame, Defendants Teva, Mylan, Apotex and Valeant were the primary manufacturers of Pentoxifylline.

1176. The market for Pentoxifylline was mature and at all relevant times had multiple manufacturers.

1177. In 2008 and 2009, Teva, Mylan and Apotex NSP unit prices for Pentoxifylline Tablets were approximately 7 cents. Beginning at least as early as August 2009, these Defendants agreed to impose significant price increases.

1178. When Apotex exited the market in late 2009, Mylan and Teva took the opportunity to raise prices significantly. NSP prices more than doubled. Consistent with their fair share agreement, Teva and Mylan achieved nearly an equal split of dollar sales during 2010 and most of 2011.

1179. In October 2011, Apotex re-joined the market. Instead of competing for customers by lowering prices, as would be expected in a competitive generic market, the addition of another manufacturer had the opposite effect; all three manufacturers increased prices. By early 2012, Pentoxifylline effective prices had nearly tripled over 2008 levels and remain elevated today.

1180. The pattern repeated in October 2014 when Valeant entered the market. Teva, Mylan, and Apotex had led a price increase but Valeant was able to coordinate with these companies

– through Purcell, Saharyan, and others – to obtain its fair share because the relationships existed between Valeant and the other conspirators to implement the fair share rules. Rather than offer lower prices to win customers, Valeant matched the market pricing of Teva, Mylan and Apotex.

1181. Throughout this period, Teva, Mylan, Apotex and Valeant met at trade conferences and communicated directly with each other in furtherance of their price-fixing agreement on Pentoxifylline and their fair share agreement.

1182. For example, during 2010 and 2011, when Teva and Mylan imposed price increases and split the market for Pentoxifylline, the contacts between the two manufacturers were extensive. For example, Teva's Rekenthaler was communicating by phone with Mylan employees at least as early as April 2010. Rekenthaler communicated with J.K., Mylan Vice President and Executive Director of Sales in April and May 2010. Rekenthaler also communicated frequently with Jim Nesta, Mylan Vice President of National Accounts, from 2012 until Rekenthaler left Teva in the spring of 2015.

1183. Rekenthaler was not the only employee to cultivate relationships with Mylan. R.C., a Teva Vice President of Sales, was, until he left Teva to become the CEO of Aurobindo, in contact with Bob Potter, Mylan's Senior Vice President of National Accounts, as well as Nesta.

1184. Similarly, in 2014 when Teva wanted to increase its prices for Pentoxifylline, it reached out to coordinate with Mylan and Apotex in the days and weeks leading up to the increase. For example, Teva's Rekenthaler spoke to Jeffrey Hampton, a Senior Vice President and General Manager at Apotex, on March 20 for four (4) minutes and March 25, 2013, for two (2) minutes. Then, on the day that Teva imposed price increases, April 4, 2014, Rekenthaler spoke to Nesta of Mylan for six (6) minutes. A week after Teva increased its price – on April 11, 2014 – Rekenthaler followed-up with the SVP at Apotex and the two spoke again for five (5) minutes. During these

calls, Rekenthaler gathered Apotex's pricing plans and conveyed them to his Teva colleague, Nisha Patel.

56. Piroxicam

1185. Piroxicam, also known by the brand name Feldene, is a nonsteroidal anti-inflammatory drug (NSAID). Piroxicam is used to treat rheumatoid arthritis, osteoarthritis, and juvenile rheumatoid arthritis.

1186. On March 3, 2014, Greenstone received FDA approval to market Piroxicam Capsules. It entered the market with the exact same WAC pricing as Teva for both the 10mg and 20mg capsules.

1187. Greenstone immediately began seeking potential customers. At 10:07 am on March 5, 2014, J.L. of Teva sent an e-mail to Patel informing her that Greenstone had just received Piroxicam approval and was challenging Teva on several accounts. J.L. asked Patel: "Do we have any strategy in place for Piroxicam?"

1188. Before responding to that e-mail, Patel sought to negotiate strategy with Greenstone. Patel called R.H. at Greenstone at 10:55 am and they spoke briefly. Shortly after that call, Patel also called R.H.'s boss, Nailor. At 2:14 pm that afternoon, Patel and Nailor spoke briefly. Immediately after hanging up with Nailor, Patel responded to J.L.'s e-mail:

From: Nisha Patel02
Sent: Wed 3/05/2014 2:17 PM (GMT-05:00)
To: [REDACTED]
Cc: [REDACTED]
Bcc: [REDACTED]
Subject: RE: Piroxicam CPCs in house

[REDACTED]

We will need to concede, but either way, will need to understand the value involved. This will help us to determine the share we want to retain v. concede and in order of customers. Please create the concede analysis and customer profitability analysis (the type that [REDACTED] did yesterday for Amphetamine IR).

1189. Teva immediately began preparing a strategy to deal with Greenstone's entry into the Piroxicam market. On March 6, 2014, Patel requested a customer profitability and share analysis. During these negotiations with competitors regarding market entry, it was typical for Teva employees to request a "customer profitability and share analysis" (as Patel did here) so they could easily determine which customers to concede when talking to competitors about dividing the market.

1190. That same day, Patel had multiple calls with Nailor and R.H. at Greenstone to discuss their plans for dividing the Piroxicam market. At least some of those calls are set forth in the table below:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
3/6/2014	Voice	R.H. (Greenstone)	Outgoing	Patel, Nisha (Teva)	10:00:22	0:00:29
3/6/2014	Voice	R.H. (Greenstone)	Incoming	Patel, Nisha (Teva)	10:29:29	0:03:23
3/6/2014	Voice	R.H. (Greenstone)	Outgoing	Patel, Nisha (Teva)	12:14:29	0:00:00
3/6/2014	Voice	R.H. (Greenstone)	Outgoing	Patel, Nisha (Teva)	12:14:52	0:00:03
3/6/2014	Voice	R.H. (Greenstone)	Incoming	Patel, Nisha (Teva)	12:33:08	0:01:10
3/6/2014	Voice	R.H. (Greenstone)	Incoming	Patel, Nisha (Teva)	15:07:50	0:05:10
3/6/2014	Voice	R.H. (Greenstone)	Outgoing	Nailor, Jill (Greenstone)	15:20:18	0:00:00
3/6/2014	Voice	R.H. (Greenstone)	Outgoing	Nailor, Jill (Greenstone)	15:20:29	0:00:43
3/6/2014	Voice	Patel, Nisha (Teva)	Incoming	Nailor, Jill (Greenstone)	17:32:25	0:00:00
3/6/2014	Voice	Patel, Nisha (Teva)	Incoming	Nailor, Jill (Greenstone)	17:32:48	0:01:02

1191. The next day - March 7, 2014 - after the flurry of phone calls detailed above, Patel sent an e-mail to L.R., a customer marketing manager at Teva, identifying specific customers to concede to Greenstone. Based on her several conversations with Greenstone, and her understanding of the concept of fair share, Patel also noted: "I'm guessing that Greenstone will not stop here since we are the share leader, but for the customers listed below, we should concede. We will review additional challenges as they come, if they come."

1192. Additional challenges did come. On March 12, 2014, Patel learned that Greenstone was challenging Teva at CVS – Teva's largest account for Piroxicam. Teva refused to concede CVS to Greenstone because CVS represented 26.1% of Teva's total market share for that drug. Teva

lowered its price by 20%, and the next morning CVS notified Teva that it would retain the account. The same day, after hearing that Teva was not going to back down on the CVS challenge, R.H. of Greenstone called Patel at 1:41 pm and they spoke briefly.

1193. Teva and Greenstone continued to coordinate their allocation over the coming days and weeks. On March 17, 2014, Patel called R.H., and they spoke briefly. R.H. called Patel back at 11:35 pm that same day and they spoke for fifteen (15) minutes. Immediately after speaking to Patel, R.H. called Nailor and they spoke for ten (10) minutes. Teva retained the CVS account but conceded other customers (representing less market share) to Greenstone through March and April.

1194. For example, on March 25, 2014, Teva learned of a challenge from Greenstone at Anda, a wholesaler distributor. Following an analysis of its market share, Teva determined that it still had more than its fair share of the market. Pursuant to the understanding among generic manufacturers alleged above, Teva determined that it would be prudent to concede the Anda business to Greenstone on Piroxicam, in order to alleviate any future challenges from Greenstone. Patel agreed with the decision to concede on April 1, 2014.

57. Pravastatin

1195. Pravastatin, also known by the brand name Pravachol, is a medication belonging to a class of drugs called “statins,” and is used to treat high cholesterol and triglyceride levels.

1196. As early as May 2, 2013, Patel engaged in discussions regarding a price increase for Pravastatin with CW-5, a senior executive at Glenmark. Early in the morning of May 2, as she was in the process of formulating her list of “high quality” competitors and the list of price increase candidates, Patel informed a colleague that she expected to have some “priority items” to add to the price increase list “shortly.” Within minutes, she received a call from CW-5, and they discussed price increases for a number of different drugs, including Pravastatin. Shortly after that call, Patel sent an e-mail to her Teva colleague directing him to add Pravastatin, and several other Glenmark drugs, to

the price increase list. In all, Patel spoke to CW-5 four (4) times throughout the day on May 2, 2013, as set forth below:

Date	Call Typ	Target Name	Direction	Contact Name	Time	Duration
5/2/2013	Voice	Patel, Nisha (Teva)	Incoming	CW-5 (Glenmark)	7:02:23	0:05:02
5/2/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-5 (Glenmark)	7:56:12	0:00:06
5/2/2013	Voice	Patel, Nisha (Teva)	Incoming	CW-5 (Glenmark)	10:00:09	0:07:18
5/2/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-5 (Glenmark)	18:40:29	0:11:39

1197. As of May 2013, the market for Pravastatin included five competitors: Glenmark, Teva, Lupin, Zydus and Apotex. The number of competitors made it more difficult to coordinate a price increase. This difficulty stemmed in part because two of those competitors - Zydus and Apotex - were also the two lowest quality competitors in Patel's quality of competition rankings, and any price increase for that drug would require significant coordination and communication before Teva could feel comfortable raising its own price.

1198. Teva was able to achieve a sufficient level of comfort and substantially raise prices for Pravastatin by systematically communicating and reaching agreement with each and every competitor on that drug over the next several months.

1199. On May 3, 2013, Green called M.K., a senior executive at Zydus, twice with one call lasting four (4) minutes. Over the next several weeks, Green communicated numerous times with both M.K. and K.R., a senior sales executive at Zydus, to coordinate a Zydus price increase on Pravastatin.

1200. On May 6 and 7, 2013, Patel communicated with her contacts at Lupin (Berthold) and Glenmark (Jessica Cangemi, a national account executive) multiple times. Those calls are detailed below:

Date	Call Type	Target Name	Direction	Contact Name	Duration
5/6/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:00:32
5/6/2013	Voice	Patel, Nisha (Teva)	Incoming	J.C. (Glenmark)	0:06:45
5/6/2013	Voice	Patel, Nisha (Teva)	Incoming	J.C. (Glenmark)	0:20:44
5/6/2013	Voice	Patel, Nisha (Teva)	Incoming	J.C. (Glenmark)	0:08:39
5/6/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:22:02
5/7/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:10:31
5/7/2013	Voice	Patel, Nisha (Teva)	Outgoing	J.C. (Glenmark)	0:08:00
5/7/2013	Voice	Patel, Nisha (Teva)	Incoming	J.C. (Glenmark)	0:01:03

During one or more of her calls with Jessica Cangemi and/or CW-5 of Glenmark in early May 2013, Patel obtained specific price points from Glenmark for its Pravastatin (and other) price increases - well before the Glenmark increases became public - and documented those price points in her price increase spreadsheet.

1201. By May 8, 2013, Teva executives clearly understood that Glenmark would be leading the Pravastatin price increase and were comfortable enough with the situation that one marketing executive at Teva indicated in an e-mail to Patel that he was hoping to raise price on Pravastatin “if/when Glenmark does.”

1202. As the Glenmark increase for Pravastatin was approaching, Patel began preparing. On May 15, 2013 - the day before Glenmark’s increase would become effective - a Teva executive sent an e-mail out to the pricing team stating that “Nisha would like to be made aware of any requests (including in-house RFPs) that include” several of the Glenmark product families, including Pravastatin. The Teva executive concluded: “[i]n the event you are reviewing these products for any request, please make her aware and *as a group we can discuss where to price based on market intelligence she has collected.*”

1203. That same day, Glenmark notified its customers that it would substantially raise the price of Pravastatin, effective May 16, 2013.

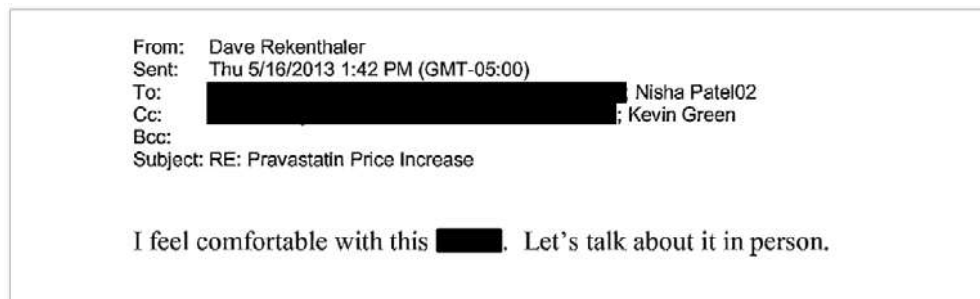
1204. As was now the practice among co-conspirators, the day before and the day of the Glenmark increase brought a flurry of phone calls among several of the competitors, including Teva executives. At least some of those calls are set forth below:

Date	Call Typ	Target Name	Direction	Contact Name	Duration
5/15/2013	Voice	Green, Kevin (Teva)	Outgoing	M.F. (Zydus)	0:05:00
5/15/2013	Voice	Green, Kevin (Teva)	Incoming	M.K. (Zydus)	0:03:00
5/15/2013	Voice	Green, Kevin (Teva)	Outgoing	K.R. (Zydus)	0:16:00
5/16/2013	Voice	Green, Kevin (Teva)	Outgoing	M.K. (Zydus)	0:04:00
5/16/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-5 (Glenmark)	0:05:57
5/16/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:00:00
5/16/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:00:36
5/16/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:02:07
5/16/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:00:07
5/16/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:03:12
5/16/2013	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:00:04
5/16/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:05:29

1205. As of May 16, 2013, Patel was still considering whether Teva should increase its price for Pravastatin, because she was concerned about whether Zydus would act responsibly and follow a price increase. At that time, Patel did not view Zydus as a quality competitor. Patel stated: “I have asked to get Zydus’ ability to supply on this. If it’s not so great, I would like to add back to the increase list.” Patel later indicated that “[t]he only threat was Zydus. Just waiting to hear on their ability to supply.”

1206. Green was responsible for coordinating with Zydus. As seen in the table above, on May 15, 2013, Green spoke with three Zydus employees, including a call with K.R. of Zydus lasting sixteen (16) minutes. The next day, on May 16, Green spoke with M.K. for 4 minutes. Later that day, K.R. called M.K. and the two Zydus executives spoke for more than seventeen (17) minutes. Green also spoke to Rekenhtaler and Patel the same day, conveying what he had learned from his communications with the Zydus executives.

1207. Also on May 16, Patel's supervisor, K.G., sent an internal e-mail to several colleagues, including Patel and Rekenthaler, stating "I think we need to understand additional competitor ability to take on additional share and pricing actions. The volume is huge for us. It would be nice to try to increase our price, but we do not really want to lose a lot of share on this product." In response, Rekenthaler indicated that he was now comfortable with the price increase, but he did not want to put his reasoning in writing:



1208. The next day – May 17, 2013 – Patel continued to coordinate the price increase with executives at both Glenmark and Lupin. For example, at 12:08 pm, Patel called Berthold at Lupin for an eleven (11) minute call. While she was on the phone with Berthold, CW-5 of Glenmark called Patel (at 12:09 pm) and left a 23-second voice mail. Immediately after she hung up the phone with Berthold, Patel returned the call to CW-5; they ultimately connected for nearly eight (8) minutes.

1209. As of this point, Teva executives had spoken to all of their competitors about Pravastatin except Apotex. From May 20-24, Patel had the following series of phone calls with Beth Hamilton, a senior sales executive at Apotex, during which Apotex agreed to raise its price for Pravastatin:

Date	Call Typ	Target Name	Direction	Contact Name	Duration
5/20/2013	Voice	Patel, Nisha (Teva)	Incoming	B.H. (Apotex)	0:21:56
5/21/2013	Voice	Patel, Nisha (Teva)	Incoming	B.H. (Apotex)	0:11:28
5/23/2013	Voice	Patel, Nisha (Teva)	Incoming	B.H. (Apotex)	0:06:13
5/24/2013	Voice	Patel, Nisha (Teva)	Incoming	B.H. (Apotex)	0:00:39
5/24/2013	Voice	Patel, Nisha (Teva)	Outgoing	B.H. (Apotex)	0:12:07

These were the first documented phone calls between Patel and Hamilton since Patel had joined Teva.

1210. But even with this agreement in hand, Patel was still hesitant to add Pravastatin to the price increase list until Apotex actually increased its price. For example, when she sent the “Immediate PI” spreadsheet to her supervisor Kevin Galownia on May 24, 2013, Pravastatin was still not on the list.

1211. That would change shortly. On May 28, 2013, Apotex raised its price for Pravastatin. That same day, Green also exchanged six (6) text messages with Kristy Ronco at Zydus. The next day, after a conversation with Maureen Cavanaugh, Patel added Pravastatin to the Teva price increase list.

1212. The day after the Apotex increase, Green spoke to Ronco at Zydus two more times, and exchanged four (4) more text messages. Zydus then quickly followed with a price increase of its own on June 14, 2013.

1213. Following the normal pattern, Green spoke to Ronco and Michael Keenley at Zydus several times in the days leading up to the Zydus increase, including at least the following calls and text messages:

Date	Call Type	Target Name	Direction	Contact Name	Duration
6/11/2013	Voice	Green, Kevin (Teva)	Outgoing	K.R. (Zydus)	0:01:00
6/11/2013	Voice	Green, Kevin (Teva)	Outgoing	M.K. (Zydus)	0:26:00
6/11/2013	Voice	Green, Kevin (Teva)	Outgoing	M.K. (Zydus)	0:03:00
6/11/2013	Text	K.R. (Zydus)	Outgoing	Green, Kevin (Teva)	0:00:00
6/11/2013	Text	K.R. (Zydus)	Incoming	Green, Kevin (Teva)	0:00:00
6/11/2013	Text	K.R. (Zydus)	Outgoing	Green, Kevin (Teva)	0:00:00
6/12/2013	Voice	Green, Kevin (Teva)	Incoming	K.R. (Zydus)	0:22:00
6/12/2013	Voice	Green, Kevin (Teva)	Incoming	K.R. (Zydus)	0:14:00
6/12/2013	Voice	Green, Kevin (Teva)	Incoming	K.R. (Zydus)	0:01:00
6/13/2013	Voice	Green, Kevin (Teva)	Outgoing	M.F. (Zydus)	0:16:00
6/13/2013	Voice	K.R. (Zydus)	Outgoing	Green, Kevin (Teva)	0:07:11

1214. Teva ultimately followed Glenmark, Apotex and Zydus with a significant (653%) price increase of its own on August 9, 2013. As described in more detail above, in the days and weeks leading up to August 9, Patel and Green were communicating with all of Teva's competitors for Pravastatin to coordinate the increase.

1215. When Patel sent the "Price Increase Overview" to her supervisor, Galownia, on August 7, 2009, two days in advance of Teva's price increase, she included one piece of very telling information about the agreement she had in place with Berthold and Lupin: specifically, that Lupin was "waiting on Teva" before implementing its own increase. Based on this representation from Lupin, and Lupin's status as a high-quality competitor, Teva executives felt comfortable implementing the significant price increase.

1216. A couple of days after Teva implemented its increase, a colleague at Teva asked Patel when Zydus and Apotex implemented their price increases. In her response, Patel confirmed that it was Kevin Green ("KGn") who had indeed coordinated the Pravastatin price increase with Zydus:

Assuming we're talking Prava. Glenmark dud theirs 5/15. Zydus followed right before/after hdma i think. apotex i think was early to mid june? KGn got the Zydus intel...he might know off the top of his head.

1217. Pursuant to that agreement, shortly after Teva's increase – on August 28, 2013 – Lupin raised its price to follow competitors Glenmark, Apotex, Zydus and Teva.

1218. The extra work required to implement the Pravastatin price increase was well worth it to Teva. On August 8, 2013 – the day before the Teva increase – Patel sent her supervisor Galownia an estimate of the "net upside" to Teva as a result of certain price increases. She estimated that, for Pravastatin alone, the "net upside after credits" to Teva was \$674,670,548 *per quarter*.

1219. Between July 2013 and October 2013, Apotex, Glenmark, Teva, Lupin, and Zydus, each increased their prices for generic Pravastatin sold to Plaintiff and others in the state of Connecticut. They continued to further raise prices throughout the remainder of 2013.

1220. By way of example, with respect to WAC pricing, they reported nearly identical WACs for their 10 mg products, reflecting increases of more than 100%:

Product 10 mg	Defendant	NDC	Old WAC	New WAC	Date of Increase	Percentage Increase
90 ct	Apotex	60505016809	\$0.26	\$0.56	May 28, 2013	119%
500 ct	Apotex	60505016805	\$0.26	\$0.56	May 28, 2013	119%
90 ct	Zydus	68382007016	\$0.17	\$0.48	June 14, 2013	189%
500 ct	Zydus	68382007005	\$0.15	\$0.48	June 14, 2013	222%
90 ct	Teva	00093077198	\$0.17	\$0.48	Aug. 9, 2013	189%
1000 ct	Teva	00093077110	\$0.15	\$0.48	Aug. 9, 2013	221%
90 ct	Lupin	68180048509	\$0.17	\$0.48	Aug. 28, 2013	190%
500 ct	Lupin	68180048502	\$0.15	\$0.48	Aug, 28, 2013	222%

1221. Sandoz entered the Pravastatin market in early 2014 shortly after the price hikes were implemented. Rather than pricing below that of the incumbents to capture market share, it sold Pravastatin at prices comparable to that of its co-conspirators when it entered, or soon thereafter.

1222. These price increases were not the result of supply shortages, demand spikes, increased input costs, or other competitive market conditions. There were no reported drug shortages nor was there a spike in demand that could explain the price hikes.

58. Prochlorperazine Maleate Suppositories and Tablets

a. *Prochlorperazine Maleate Suppositories*

1223. Prochlorperazine Maleate Suppositories (“Prochlorperazine”), also known by the brand names Compro and Compazine, are used to treat nausea and vomiting.

1224. Since at least 2011, G&W and Perrigo have been the only generic suppliers of Prochlorperazine. Throughout 2011 and 2012, G&W and Perrigo priced Prochlorperazine similarly and maintained a virtually even split of the market.

1225. In mid-January 2013, Perrigo hired Doug Boothe (formerly of Actavis) as an executive. On January 25, 2013, Orlofski called Boothe for the first time ever, according to the available phone records.

1226. A little over one month later, on Friday, March 1, 2013, Boothe and Orlofski met for lunch at an Italian restaurant, Al Dente Ristorante, in Piscataway, New Jersey.

1227. The next business day, on Monday, March 4, 2013, Orlofski met with Vogel-Baylor in his office at 1:00 p.m. Later that same day, Vogel-Baylor sent an internal e-mail to M.S., a sales analyst at G&W, asking her to run sales reports on Prochlorperazine in anticipation of a price increase. M.S. provided the requested information to Vogel-Baylor on March 5, 2013.

1228. On March 7, 2013, Vogel-Baylor e-mailed Orlofski a price increase analysis for Prochlorperazine. Vogel-Baylor recommended increasing WAC pricing by 200% from \$35.66 to \$106.98.

1229. On March 19, 2013, G&W implemented the 200% increase. That same day, Orlofski called Boothe. The two competitors would exchange two more phone calls later that day, including one call lasting six (6) minutes. These were the first calls exchanged between Orlofski and Boothe since their lunch on March 1, 2013, according to the available phone records. Orlofski and Boothe would exchange one text message and one more phone call in March 2013 and would not communicate by phone again until August 30, 2013, according to the available phone records.

1230. On April 11, 2013, Perrigo announced it would also be increasing its WAC price for Prochlorperazine by 200% from \$34.85 to \$104.55. However, Perrigo waited to notify its customers of the specific changes to its contract pricing until after attending the NACDS 2013 annual meeting.

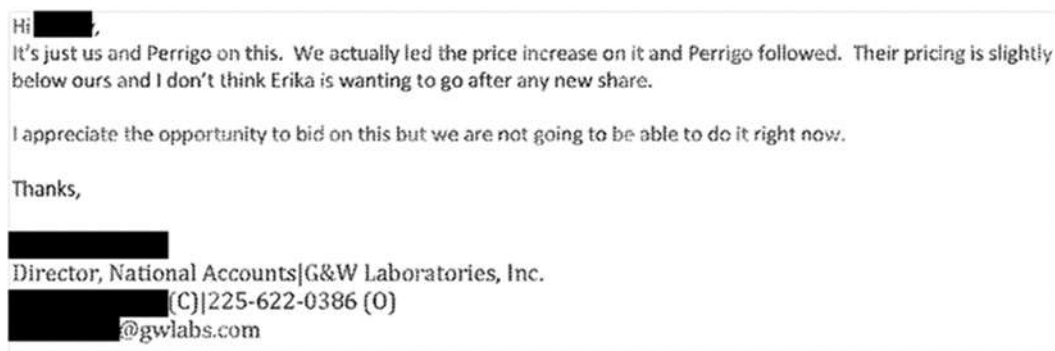
1231. The NACDS 2013 annual meeting was held at the Sands Expo Convention Center in Palm Beach, Florida between April 20, and April 23, 2013. Boothe, Orlofski, and Vogel-Baylor attended the conference and had many opportunities to meet in person to discuss the Prochlorperazine increases at various programming and social events.

1232. For example, on Sunday, April 21, 2013, Boothe and Orlofski had dinner together with W.S., a representative of Pfizer. That same evening, Boothe and Orlofski also attended a wine

tasting hosted by Upsher-Smith. Also on Sunday, Vogel-Baylor told a potential GPO customer that G&W would need to understand who its incumbent supplier was for Prochlorperazine, among other drugs, before participating in a bid for new business.

1233. Over the next several days, Perrigo sent out price increase notices to its customers for Prochlorperazine specifying its new contract pricing.

1234. On May 7, 2013, Associated Pharmacies, a Perrigo customer, e-mailed Chip McKorkle, a sales executive at G&W, asking for a bid on Prochlorperazine. McKorkle declined to bid on the new business, responding:



Hi [REDACTED],
It's just us and Perrigo on this. We actually led the price increase on it and Perrigo followed. Their pricing is slightly below ours and I don't think Erika is wanting to go after any new share.

I appreciate the opportunity to bid on this but we are not going to be able to do it right now.

Thanks,
[REDACTED]
Director, National Accounts|G&W Laboratories, Inc.
[REDACTED] (C)|225-622-0386 (O)
[REDACTED]@gwilabs.com

1235. Although G&W turned away this business, a few months later it would take the customer back in retaliation against Perrigo for taking its Target business through McKesson's One Stop program. After trading these accounts, the competitors fell back in line with the agreement. By the fall of 2013, the Prochlorperazine Suppositories market was again virtually evenly split between Perrigo and G&W.

b. *Prochlorperazine Maleate Tablets*

1236. As detailed further below, in August 2014, Patel and Rekenthaler of Teva led price increases on a number of drugs, including Prochlorperazine Tablets.

1237. In order to coordinate the price increase with Mylan, Cadista, and Sandoz, Rekenthaler communicated with Nesta at Mylan on August 7 and August 11. Nesta, in turn,

communicated with Mark Dudick, a senior sales executive at Cadista, on the same days that he had been communicating with Rekenthaler.

1238. Further, Sandoz has admitted in its deferred prosecution agreement that, during this time period, it was “conspiring with [Teva] to suppress and eliminate competition by agreeing to allocate customers and rig bids for, and stabilize, maintain, and fix prices of, generic drugs sold in the United States.” This collusion extended to Prochlorperazine Tablets.

59. Propranolol HCL Tablets

1239. Propranolol, also known by various brand names including Inderal LA, Inderal XL, Hemangeol and InnoPran XL, is a beta-blocker used to treat high blood pressure, irregular heartbeats, shaking (tremors), and other conditions. The drug is considered an essential medicine by the World Health Organization and is used by millions of patients in the United States.

1240. Actavis, Mylan, Teva, Pliva (which was acquired by Teva in 2008), UDL, Par, and Heritage manufacture Propranolol in tablet form. Each sold Propranolol tablets to Plaintiff and others in the state of Connecticut at supracompetitive prices inflated by the unlawful and anticompetitive agreements alleged in this Complaint.

1241. The price for Propranolol had fallen steadily since its introduction in the 1960s, and as recently as early 2013, a monthly prescription for Propranolol cost as little as \$8.00.

1242. On January 15, 2015, however, Actavis sent a notice to its customers informing them of a significant increase to its WAC and Suggested Wholesale Prices (SWP) for Propranolol. The increases would not become effective (and thus publicly visible to the rest of the market) until February 17, 2015.

1243. In the days before Actavis sent this notice to its customers, Falkin of Actavis and Rekenthaler of Teva spoke frequently. For example:

Date	Call Typ	Target Name	Direction	Contact Name	Time	Duration
1/8/2015	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	7:18:00	0:10:00
1/13/2015	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	15:39:00	0:01:00
1/14/2015	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	3:10:00	0:01:00
1/14/2015	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	6:29:00	0:03:00

1244. Indeed, the day before Actavis sent the price increase notice to its customers, Rekenthaler coordinated the price increase with Falkin and Nesta of Mylan - the other quality competitor in the market for Propranolol.³¹ The timing and duration of those phone calls are set forth in the table below:

Date	Call Typ	Target Name	Direction	Contact Name	Time	Duration
1/14/2015	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	3:10:00	0:01:00
1/14/2015	Voice	Rekenthaler, David (Teva)	Outgoing	Nesta, Jim (Mylan)	3:12:00	0:01:00
1/14/2015	Voice	Rekenthaler, David (Teva)	Outgoing	Nesta, Jim (Mylan)	5:39:00	0:09:00
1/14/2015	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	6:29:00	0:03:00

1245. On January 16, 2015 - more than a month before the Actavis price increase for Propranolol was disclosed to the public - Rekenthaler forwarded Teva's price increase list to Patel. Propranolol was on the list, with the following explanations about pricing strategy and reasons for the price increase:

Product Description	Price Increase Strategy	Reason for Increase
PROPRANOLOL HCL TABLETS 10MG 100	Market Intelligence	Follow Competitor - Actavis
PROPRANOLOL HCL TABLETS 10MG 1000	Market Intelligence	Follow Competitor - Actavis
PROPRANOLOL HCL TABLETS 20MG 100	Market Intelligence	Follow Competitor - Actavis
PROPRANOLOL HCL TABLETS 20MG 1000	Market Intelligence	Follow Competitor - Actavis
PROPRANOLOL HCL TABLETS 40MG 100	Market Intelligence	Follow Competitor - Actavis
PROPRANOLOL HCL TABLETS 40MG 1000	Market Intelligence	Follow Competitor - Actavis
PROPRANOLOL HCL TABLETS 60MG 100	Market Intelligence	Follow Competitor - Actavis
PROPRANOLOL HCL TABLETS 80MG 100	Market Intelligence	Follow Competitor - Actavis
PROPRANOLOL HCL TABLETS 80MG 500	Market Intelligence	Follow Competitor - Actavis

³¹ During this time period, Heritage and Qualitest were both suffering from long-term supply issues on Propranolol and were not viable competitors in the market.

1246. Teva raised its pricing for Propranolol on January 28, 2015 – before the Actavis price increase even became effective. As discussed above, Rekenthaler was in constant communication with Falkin of Actavis and Nesta of Mylan in the days leading up to Teva’s price increase.

1247. When the Actavis price increase on Propranolol did become effective – on February 17, 2015 – Rekenthaler and Falkin continued to discuss pricing. For example, the day before those price increases became visible to the public – February 16, 2015 – Rekenthaler and Falkin spoke two times, including one call lasting nearly twenty- three (23) minutes. Rekenthaler then spoke to Nesta twice on February 18, 2015, and again on February 19, 2015.

1248. Mylan ultimately followed the Teva and Actavis price increases for Propranolol with a price increase of its own on July 10, 2015.

60. Raloxifene Tablets

1249. Raloxifene Hydrochloride (“Raloxifene”), also known by the brand name Evista, is a drug used in the treatment of osteoporosis in postmenopausal women.

1250. Teva began marketing Raloxifene Tablets in March 2014. In September 2014, Camber entered the market for Raloxifene. Although Actavis received approval to begin marketing Raloxifene in 2014 as well, it had not yet entered by September 2014.

1251. As the anticipated product launches for Raloxifene approached, the new entrants discussed an allocation strategy with Teva to ensure they each received their fair share of the market. On September 9, 2014, Rekenthaler had a twenty-six (26) minute phone call with A.B., a senior sales and marketing executive at Actavis. A short time later, a Teva executive told colleagues that she had “just heard Camber and Actavis expect to launch 9/24.”

1252. Teva’s discussions with Actavis escalated over the coming week. On September 10, Rekenthaler exchanged two calls with Falkin of Actavis lasting fifteen (15) minutes and one (1) minute, respectively. On September 11, the men talked for ten (10) more minutes. On September

16, Rekenthaler spoke by phone a total of six (6) times with different Actavis personnel, including one call with A.B. lasting thirty-four (34) minutes.

1253. The following morning, in response to an inquiry regarding whether Teva intended to retain a major customer's Raloxifene business, K.G. of Teva replied in the affirmative.

Rekenthaler then shared the information he had gathered through his communications with competitors: "I know Actavis will be late. Camber is talking but their [sic] being somewhat unclear as well. I'll know more about them after my trip this week." That same day, on September 17, 2014, Camber sent an offer for Raloxifene to a large Teva customer, Econdisc.

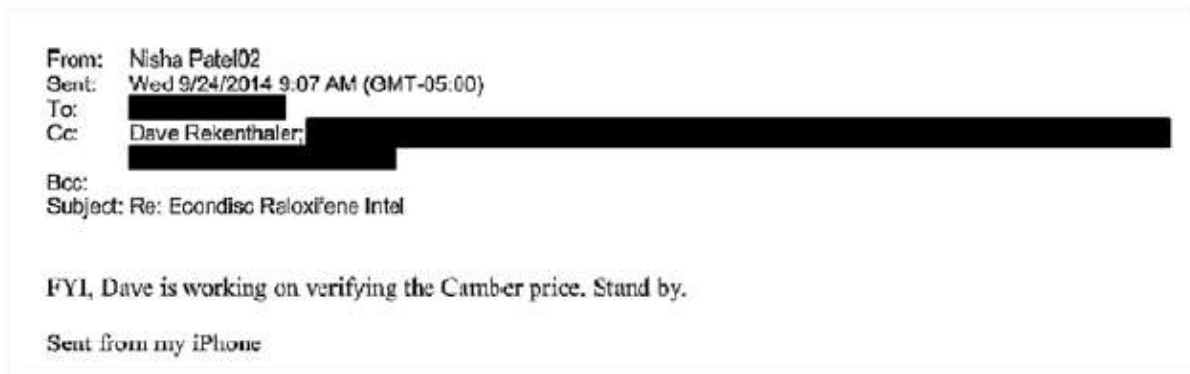
1254. Rekenthaler and Konstantin Ostaficiuk, the President of Camber Pharmaceuticals, spent the next three days – September 17 through September 19 – playing golf during the day and socializing at night at an industry outing in Kentucky sponsored by a packaging vendor.

1255. On September 21, 2014, Ostaficiuk called Rekenthaler and the two spoke for two (2) minutes. The next day, Rekenthaler initiated a series of four (4) phone calls with Ostaficiuk. The two spoke for a total of thirty (30) minutes that day. Notably, these are the first identified phone calls ever between the two competitors. As a result, Camber sent a revised offer to its potential customer that same afternoon, containing modified prices for Raloxifene.

1256. On September 24, Patel discussed a Raloxifene allocation strategy with her Teva colleagues in light of Camber's offer to the large Teva customer, Econdisc. She emphasized Camber's expressed commitment to the overarching conspiracy among the competitors – and conveyed information she obtained from Rekenthaler during his conversations with Ostaficiuk – stating: "Camber indicated that they are targeting Econdisc and a small retailer ... and then they would be 'done.'"

1257. As a part of this discussion, K.G. considered whether Teva should just concede Econdisc to Camber and seek to recover that market share with another customer. At 9:07 am that

morning, Patel informed her supervisor K.G. and numerous others at Teva, that Rekenthaler planned to discuss the matter with Camber:



1258. Indeed, at 9:28 am that morning, Rekenthaler called Ostaficiuk and the two spoke for two (2) minutes. They spoke two more times that day, including one call that lasted eight (8) minutes.

1259. Some of these calls also related to Camber's entry into the market for generic Combivir. Teva and Lupin were already in the market for generic Combivir, and Ostaficiuk was engaging in contemporaneous communications with Rekenthaler of Teva and Berthold of Lupin to negotiate Camber's entry into that market. At least some of those calls on September 24, 2014, are set forth below:

Date	Call Typ	Target Name	Direction	Contact Name	Time	Duration
9/24/2014	Voice	Ostaficiuk, Kon (Camber)	Incoming	Rekenthaler, David (Teva)	5:28:00	0:02:00
9/24/2014	Voice	Ostaficiuk, Kon (Camber)	Outgoing	Rekenthaler, David (Teva)	8:19:00	0:02:00
9/24/2014	Voice	Ostaficiuk, Kon (Camber)	Outgoing	Berthold, David (Lupin)	8:21:00	0:02:00
9/24/2014	Voice	Ostaficiuk, Kon (Camber)	Incoming	Berthold, David (Lupin)	8:23:00	0:10:00
9/24/2014	Voice	Ostaficiuk, Kon (Camber)	Incoming	Rekenthaler, David (Teva)	10:35:00	0:07:00

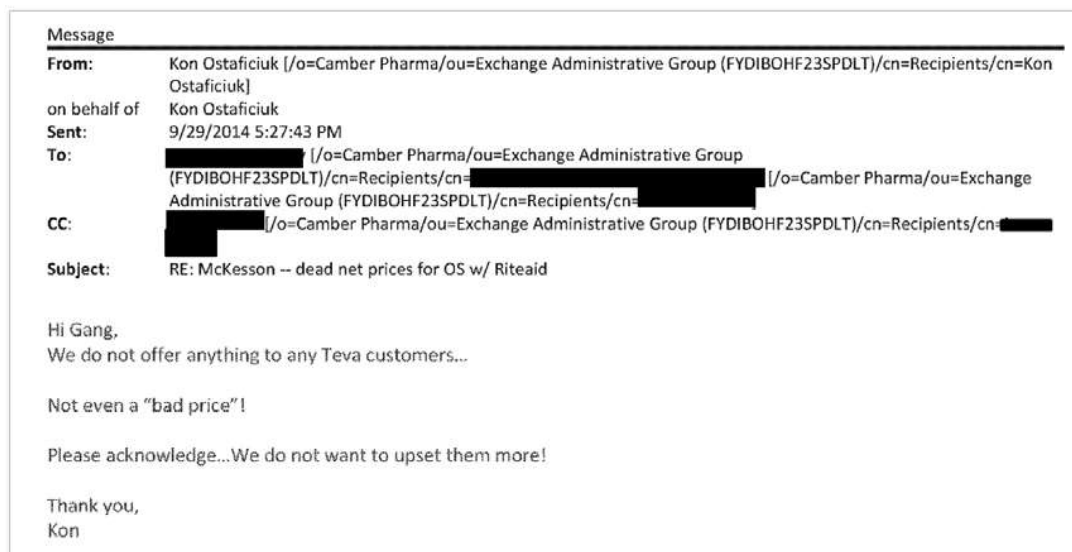
1260. On that same day, Berthold also spoke with P.M., a senior operations executive at Aurobindo, for more than eighteen (18) minutes, to close the loop on the generic Combivir communications.

1261. On September 25, after discussing with his colleagues which customers Teva should concede in order to give Camber its fair share of the Raloxifene market and aimed with the information Rekenthaler had gathered from Camber's President, K.G., concluded: "Okay, we will concede additional smaller customer challenges (particularly distributors) since they are not going to target One Stop." Rekenthaler and Ostaficiuk spoke again twice that day.

1262. That evening, a Camber executive instructed a colleague to gather market intelligence on possible additional customers for Camber's new Raloxifene product but stressed that the company would not bid on any additional Teva accounts "until we know how we do with Econ[disc]."

1263. On Friday September 26, 2014, Camber publicly announced that it was launching Raloxifene, the generic version of Evista. Rekenthaler called Ostaficiuk that day, for a short one (1) minute call.

1264. From those telephone calls, Rekenthaler expressed to Ostaficiuk that Teva did not want Camber challenging Teva for any more of its customers, on Raloxifene or generic Combivir. As a result of this communication, on Monday September 29, 2014, Ostaficiuk sent the following e-mail to his colleagues at Camber:



1265. A.R., a senior sales executive at Camber, replied: “We have not made any offers to any Teva Raloxifene accounts since we received the Econ award. Both Sales and Contracts are aware, & requesting incumbent detail for all offers, if Teva, no offer.” A.R. also added that “We are also not seeking any Lupin business on Lamo/Zidovudine [aka generic Combivir].” Ostaficiuk replied: “Thank you. We don’t want to antagonize either of them and start a war...”

1266. About a week later, on October 7, 2014, a large Teva customer informed a Teva sales representative that Camber had made an unsolicited bid for its Raloxifene business. J.P., a Director of National Accounts at Teva, sent an e-mail to certain employees at Teva, including Rekenthaler, notifying them of her conversation with the customer, and expressing surprise given the agreement Teva had previously reached with Camber: “I thought they were done after securing Econdisc?” Based on his prior conversations with Ostaficiuk, Rekenthaler doubted that Camber made an offer to another Teva customer, stating: “You’re positive they sent them an offer?”

1267. J.P. of Teva “relayed ‘the message’” to the customer that “the market should be stable at this point” and Teva would be surprised if Camber had intended to make an offer to the customer. After further discussion with the customer, Teva staff learned that it was a misunderstanding. Camber never actually made the offer but had instead complied with its agreement with Teva.

1268. The fair share agreement continued to govern as usual until mid-December 2014, when Camber learned of supply problems at Teva on Raloxifene. A Camber employee described the prospect of Teva being on backorder for this drug as a “Game changer.” Expressing her understanding of the rules of the conspiracy, she pointed out: “Fair share only applies when there is not supply constraints.” Ostaficiuk responded optimistically, but cautiously: “Good luck guys but go fishing and gather information before we commit . . .”

61. Ranitidine HCL

1269. Ranitidine HCL, also known by the brand name Zantac, among others, is a medication used to treat ulcers of the stomach and intestines and to prevent them from coming back after they have healed.

1270. During the relevant time frame, Sandoz and Dr. Reddy's were the primary manufacturers of Ranitidine HCL capsules, and Teva, Sandoz, Glenmark, and Amneal were the primary manufacturers of Ranitidine HCL Tablets.

a. *Ranitidine HCL Capsules*

1271. After years of stable list prices under \$1.00, within a couple of months in early 2012, Sandoz and Dr. Reddy's each imposed an increase of approximately 50%. The prices paid by customers increased even more; transaction prices approximately doubled over their prior low.

1272. Throughout this period, Sandoz and Dr. Reddy's met at trade conferences and communicated directly with each other in furtherance of their price-fixing agreements on Ranitidine HCL capsules and their fair share agreement.

1273. For example, on March 23 and 26, 2012—around the time that Dr. Reddy's and Sandoz's Ranitidine HCL capsule prices were peaking—John Adams, Dr. Reddy's VP of Sales and Marketing, and J.R., Sandoz Director of Institutional Marketing, communicated by phone.

b. *Ranitidine HCL Tablets*

1274. For years, the prices of Ranitidine HCL Tablets were relatively low and stable. In March 2013, however, Teva, Sandoz, Amneal and Glenmark imposed a coordinated price increase.

1275. Ranitidine was one of several drugs identified by Teva's Nisha Patel slated for a price increase in May 2013. Patel coordinated the planned increase by speaking to her contacts at Glenmark, Actavis, and Sandoz several times in May 2013. Two weeks later, Glenmark increased

prices on Ranitidine; Teva followed with its own price increases shortly thereafter, as did Amneal and Sandoz. See Section V.F.181.b.

62. Tamoxifen Citrate Tablets

1276. Tamoxifen Citrate, also known by the brand name Nolvadex, among others, is a medication used to treat certain types of breast cancer.

1277. During the relevant time frame, Teva, Mylan, and Actavis/Watson were the primary manufacturers of Tamoxifen Citrate.

1278. Prior to 2012, the market for Tamoxifen Citrate Tablets was relatively stable. However, beginning in the spring of 2012, pricing data shows parallel price increases as Teva, Actavis and Mylan began coordinated, steady and sustained price increases for Tamoxifen Citrate.

1279. Throughout this period, Actavis, Mylan and Teva met at trade conferences and communicated directly with each other in furtherance of their price-fixing agreement on Tamoxifen Citrate and their fair share agreement.

1280. For example, in the weeks leading up to their initial price increases, Teva's Green and Rekenthaler communicated directly with Teva's competitors. Green spoke to Nesta of Mylan multiple times in July 2012. Rekenthaler spoke twice with Allan Slavsky, Vice President of Sales at Actavis, on July 11, 2012.

63. Temozolomide

1281. Temozolomide, also known by the brand name Temodar, is used to treat glioblastoma multiforme and refractory anaplastic astrocytoma, both cancers of the brain.

1282. The patent on Temodar was set to expire in early 2014, but both Teva and Sandoz had independently obtained the right to launch in August 2013 – six months prior to the patent expiration. Leading up to the launch of the generic, Teva coordinated with Sandoz to divide up the market.

1283. On July 18, 2013, a large retail pharmacy customer (“The Pharmacy”) submitted an RFP to Sandoz for Temozolomide. Playing by the rules of the road, Sandoz waited to see what Teva was going to do before submitting their own bid. That same day, CW-1 received a telephone call from Patel. Patel sought information on Sandoz’s current customers and discussed options to allocate customers for Temozolomide. Nothing was agreed to on that call.

1284. On July 22, 2013, P.G., a senior Sandoz executive, instructed his team to find out Teva’s plans with regard to The Pharmacy: “Please find out if Teva is submitting an offer to them.” The next morning, S.G., a national accounts executive at Sandoz, spoke with The Pharmacy and asked The Pharmacy to find out Teva’s plans. S.G. summarized his call with The Pharmacy to his team: “I just spoke to [The Pharmacy] regarding Temozolomide. [The Pharmacy] has not yet received an offer from Teva on the product. At this time, [The Pharmacy] is reaching out to Teva to understand their supply and launch status. [The Pharmacy] will be circling back and I will share the feedback we receive with everyone on this email trail.”

1285. At the same time, CW-1 was reaching out to Teva directly to get more information. CW-1 called Patel at approximately 1:45 pm on July 23, 2013. After exchanging voicemails, they spoke for over fourteen (14) minutes that same afternoon.

1286. Also, on the afternoon of July 23, The Pharmacy replied to Sandoz and cryptically delivered Teva’s message regarding its plans for Temozolomide:

From: [REDACTED]
Sent: Tuesday, July 23, 2013 3:26 PM
To: Greenstein, Steven
Subject:

8/11 launch

Looking to play nice in 2 player market

Have supply for that share.

What are your plans?

1287. By using The Pharmacy as its intermediary, Teva was able to communicate to Sandoz (a) when it was prepared to launch Temozolomide, (b) that it was not planning to compete aggressively or pursue more than its fair share, (c) that it had sufficient stock of Temozolomide to sustain around a 50% market share, and (d) an inquiry regarding Sandoz's plans for Temozolomide. Sandoz understood the implications of the communication and understood that "Teva is seeking a ~45-50% share." One Sandoz executive responded internally and exclaimed that this was "[g]reat news . . . !"

1288. On July 30, 2013, another customer, CVS Caremark, contacted Teva asking for an offer on Temozolomide. T.C., a senior sales executive at Teva, discussed the matter internally and asked her boss, Rekenthaler, "[i]s the strategy to target CVS[?]" Rekenthaler responded by alluding to the deal that had already been struck with Sandoz: "We'll send offers out to everyone. My instincts tell me Sandoz will end up with them as we'll probably be more focused on [The Pharmacy] on this one. Again, we'll send them out an offer same time as everyone else and respond from there." Rekenthaler most likely got his information from Patel. Just one day earlier, on July 29, 2013, Patel had called CW-1 at Sandoz and spoke for nine (9) minutes, where the two discussed how to carve up the market for the drug.

1289. Teva and Sandoz were also coordinating through other channels. After receiving the RFP from The Pharmacy, S.G. of Sandoz coordinated with T.S., a senior account executive at Teva, on a seven (7) minute call on July 29, 2013, followed by an eleven (11) minute call on July 31, 2013. After those calls, S.G. suggested in an internal e-mail on July 31 that Sandoz cede the business and instead submit a cover bid: “[The Pharmacy] has received an offer from Teva on Temozolomide. They are asking for an offer from Sandoz. Even if we decide not to take this business, I would recommend that we submit an offer.”

1290. Similarly, on July 29, 2013, Green spoke to CW-2 of Sandoz two (2) times. The two spoke again on July 31, 2013, for six (6) minutes. During those calls, Green told CW-2 about Teva’s launch plans and that Teva wanted The Pharmacy’s business. The next day, August 1, 2013, David Picard, another Sandoz executive, e-mailed Kellum, conveying the message from Green:

From: [REDACTED] [/O=MMS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=[REDACTED]
[REDACTED]3108848C-2032-4369-BDD7-5742A8329215]
Sent: 8/1/2013 11:52:29 AM
To: Kellum, Armando [/O=MMS/OU=EXCHANGE ADMINISTRATIVE GROUP
(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Kellum, Armando3a1dd060-78e9-4d1c-904b-da70bd48a7c5]
CC: [REDACTED] [/O=MMS/OU=EXCHANGE ADMINISTRATIVE GROUP
(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=[REDACTED], [REDACTED]554612fa-c83d-4cef-8dde-6baf08aeaa0f]
Subject: Teva temzol

AK:

[REDACTED] just got some intel from a reputable source:

Teva plans to launch on Monday (Aug 12)
Teva sending offers to all customers today
Teva wants [REDACTED]

Regards,
[REDACTED]

1291. Teva and Sandoz communicated their future plans with each other for other accounts in addition to The Pharmacy and CVS. On July 31, 2013, Picard of Sandoz e-mailed an update on Temozolomide to his coworker, stating: “Teva has sent offers to ABC and [The Pharmacy] and is planning to send to Econdisc tomorrow[.]”

1292. Going forward, Sandoz and Teva continued to coordinate with respect to Temozolomide. On August 12, 2013, the same day as Teva’s launch, CW-2 met in person with

Rekenthaler at the Grand Lux Café in Las Vegas during the NACDS Total Store Expo conference. There, Rekenthaler discussed, among other things, Temozolomide and informed CW-2 that Teva had officially launched and shipped all formulations of the drug.

1293. Although Teva initially obtained the CVS account in August 2013 due to Sandoz's inability to supply the 250mg strength of Temozolomide, the companies agreed that the account would revert back to Sandoz once Sandoz could supply that dosage strength. In an internal e-mail dated August 16, 2013, a Teva employee confirmed the plan: "This is perfect I spoke to [a CVS representative] and as soon as Sandoz is available to launch the 250mg we kill the contract."

1294. CW-1 spoke to Patel both before and after Sandoz sent out any offers regarding Temozolomide in an effort to develop and ensure the appropriate fair share balance between the two competitors.

64. Tizanidine

1295. Tizanidine, also known by the brand name Zanaflex, is used to treat muscle spasticity due to spinal cord injury or multiple sclerosis.

1296. Tizanidine was a drug that had been on the market for many years and whose price had eroded as many competitors entered and exited the market depending on the profitability of the drug. As Dr. Reddy's explained in an internal presentation, "Price needs to be adjusted to incentivize current manufacturers to stay in this product" and stated that Dr. Reddy's assumes "Mylan and Sandoz are responsible players, and they may not be able to pick up the large volumes we currently service."

1297. As of May 2013, Apotex, Sandoz, Mylan, Dr. Reddy's, and Sun were in the market for Tizanidine. Dr. Reddy's led the increase on this product on May 13, 2013, increasing its WAC price and raising contract pricing tenfold, and by July 2013, Apotex, Mylan, Sandoz, and Sun each followed the price increase.

1298. Sandoz was thrilled when it learned that Dr. Reddy's had increased its price on Tizanidine. For example, on May 10, 2013, S.G., a national account executive at Sandoz, sent an internal e-mail stating that "Giant Eagle just let me know that Dr. Reddy just took a price increase on Tizanidine! Pricing on the 2 & 4mg 150ct went from \$4.50 to \$45.00. . . . We should secure confirmation but if this is true it would be very positive" Kellum responded, "Wow! Thank you." Kellum then quickly sent out a directive to the team to "[p]lease put the product on strict allocation to forecast. Pricing Team – no new offers."

1299. On May 13, 2013, Dr. Reddy's published its new WAC pricing for Tizanidine. That same day, Nesta of Mylan called CW-4 at Sandoz, and they spoke for 4 minutes. Two days later, CW-1 of Sandoz sent an internal e-mail to Kellum regarding "Tizanidine" stating "[l]et's discuss."

1300. On May 24, 2013, Sandoz followed and matched Dr. Reddy's WAC pricing on several formulations, and even exceeded Dr. Reddy's pricing on one formulation. Sandoz's WAC increases were significant - ranging from 248% to 344%, depending on the formulation. In the days leading up to the Sandoz increase, Nesta of Mylan exchanged phone calls with both CW-4 of Sandoz and Jake Austin, a national account executive at Dr. Reddy's, to coordinate the price increase regarding Tizanidine. At least some of those calls are set forth in the table below:

Date	Call Typ	Target Name	Direction	Contact Name	Duration
5/20/2013	Voice	Nesta, Jim (Mylan)	Incoming	CW-4 (Sandoz)	0:00:06
5/21/2013	Voice	Nesta, Jim (Mylan)	Incoming	J.A. (Dr. Reddy's)	0:00:00
5/21/2013	Voice	Nesta, Jim (Mylan)	Incoming	J.A. (Dr. Reddy's)	0:00:42
5/23/2013	Voice	Nesta, Jim (Mylan)	Incoming	CW-4 (Sandoz)	0:00:37
5/23/2013	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	0:01:25
5/23/2013	Text	Nesta, Jim (Mylan)	Outgoing	J.A. (Dr. Reddy's)	0:00:00
5/23/2013	Text	Nesta, Jim (Mylan)	Outgoing	J.A. (Dr. Reddy's)	0:00:00
5/24/2013	Voice	Nesta, Jim (Mylan)	Outgoing	J.A. (Dr. Reddy's)	0:00:20

1301. Notably, after this, Nesta would not speak with Austin again until three months later in August 2013.

1302. On May 29, 2013, customer Omnicare e-mailed Sandoz and asked whether it wanted to submit a bid for Tizanidine. CW-3 of Sandoz forwarded the request internally to CW-1 and Kellum asking “[a]re we considering additional Tizanidine market share? I’m assuming are[sic] intent is not to be disruptive at this time.” A few minutes later, Nesta called CW-4 at Sandoz, and they spoke for nearly thirteen (13) minutes. Later that day, CW-1 replied to CW-3’s e-mail stating, “[w]e will sit tight for now.” CW-3 then responded to Omnicare, stating that “[a]lthough we are not in a back order situation we cannot assume additional usage at this time. If this were to change I will let you know.”

1303. On June 14, 2013, Anda, a wholesale customer, e-mailed Jake Austin of Dr. Reddy’s asking “[d]id mylan follow your increase?” Austin responded, “We’ve heard they did.” Austin had learned of Mylan’s intent to follow the price increase through his prior communications with Nesta. However, Mylan had not actually raised its price on Tizanidine at the time of the inquiry, and would not do so until July 2, 2013.

1304. On June 26, 2013, Meijer, a supermarket chain customer, e-mailed Dr. Reddy’s requesting a bid for Tizanidine. Austin forwarded the request to N.M., a marketing executive at Dr. Reddy’s, stating: “I’m assuming they got a price increase.” N.M. responded: “I think, given the market situation and us leading the price adjustment, I think, we should not go behind additional market share since it will erode the market even further.” Austin replied, “[y]eah, I was just sending it as an FYI, no intention to bid.” A few weeks later, Meijer forwarded the same request to Sandoz. Sandoz’s response was similar: “[w]e cannot supply unfortunately.”

65. Tobramycin

1305. Tobramycin, also known by the brand name Tobi, is an eye drop used to treat bacterial infections.

1306. Beginning in October 2013, prior to the first generic launch of Tobramycin (for which Teva would have 180-day generic exclusivity), Sandoz began making plans for its entry after Teva's exclusivity period. These plans included going after Sandoz's "fair share," but depended on Teva being "rational." Arpad Szechenyi, a Sandoz executive responsible for product launches, wrote in an internal e-mail in October 2013: "[w]e will aim to go for our fair share of the market, and exact goals will depend on how Teva goes into the market on day 1, and how rational they behave on day 181."

1307. As expected, Teva was "rational" when it came time to give up share to Sandoz. Nearing Teva's loss of exclusivity and Sandoz's entry, on July 1, 2014, Teva and Sandoz began sharing information and coordinating to divide up the market for Tobramycin. Patel exchanged seven (7) calls with CW-1 on July 1, during which they discussed Sandoz's launch plans and how to divide up the market for Tobramycin. Patel conveyed some of this information in an internal Teva e-mail the same day, writing, "[A]s a heads up, I heard that Sandoz plans to ship Tobi [Tobramycin] prior to Akorn. Hearing they are ready to ship once they secure business, and we have been challenged." The next day, Teva made the decision to concede two different accounts for Tobramycin to Sandoz.

1308. On July 7, 2014, Patel and CW-1 spoke five more times, including one call lasting eleven (11) minutes. On these calls, CW-1 and Patel discussed how to divide up the market for Tobramycin, including specific accounts that each would maintain or concede to the other. Patel then memorialized the agreement in an e-mail two days later. The result: Teva would take Walgreens, McKesson, Econdisc, ABC, and Omnicare. Teva also planned to concede the Cardinal business to Sandoz.

1309. Patel told CW-1 specifically that Teva would not even submit a bid to CVS. This was significant because Tobramycin was a very expensive product, and Sandoz was able to acquire the CVS business by offering only a nominal reduction to the extremely high Teva price.

1310. According to plan, Teva conceded the CVS business to Sandoz after CVS contacted Teva and requested that Teva submit a lower price to retain the business. Rekenthaler wrote in an internal e-mail, “I notified CVS that we would be conceding their business. [T.C.], never a pleasant call so I figured I’d simply handle it myself.” Teva also went through with its plan to concede Cardinal to Sandoz.

1311. CW-1, in turn, told Patel that Sandoz would not pursue business from ABC and Walgreens. CW-1 spoke with Kellum about his conversations with Patel and the agreement to stay away from Walgreens and ABC, and Kellum agreed with the plan. Pursuant to that agreement, Sandoz made no effort to contact those two large customers when it entered the market.

1312. CW-1 and Patel also discussed Sandoz’s target market share. CW-1 informed Patel that Sandoz was seeking a 50% share, but Patel thought that was “unrealistic due to Akorn’s expected entry.” After discussing Sandoz’s share goal with Rekenthaler, Patel went back to CW-1 and informed him “that a 25% share was reasonable.” Sandoz appeared to comply with that, as Patel observed that Sandoz “appear[s] to be taking a responsible approach.”

1313. On July 9, 2014, one of the above allocated customers, Kinney Drugs, approached Teva asking for a lower price on Tobramycin. A Teva analyst stated in an internal e-mail, “[w]e are strategically going to decline to bid on this request per Nisha.” A Teva national accounts director was confused by this decision and responded, “Really? Do you have a little more detail? It is such a small qty.” The analyst responded and said, “[w]e were given direction from Nisha not to pursue this opportunity. My understanding of this is there is a new market entrant, (Sandoz) and we are trying to keep our current customers instead of picking up new business.” Patel’s direction had come after

she had called CW-1 at Sandoz twice on July 9, 2014, and left him a voicemail. CW-1 then returned her call the same day and the two spoke for four (4) minutes.

66. Tolterodine Tartrate

1314. Tolterodine Tartrate, also known by the brand name Detrol, is in the antispasmodics class of medications. It is used to treat overactive bladder by improving the ability to control urination.

a. Tolterodine Tartrate Tablets

1315. Greenstone entered the market for Tolterodine Tartrate 1mg and 2mg tablets (“Tolterodine”) on January 23, 2014, with the exact same WAC prices as Teva for all formulations. In the days leading up to Greenstone’s entry, R.H. and Nailor of Greenstone were speaking frequently to Patel and Rekenthaler of Teva to coordinate Greenstone’s entry into the market. Those calls and text messages include at least those set forth below:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
1/21/2014	Voice	Patel, Nisha (Teva)	Incoming	Nailor, Jill (Greenstone)	14:40:25	0:00:00
1/21/2014	Voice	Patel, Nisha (Teva)	Incoming	Nailor, Jill (Greenstone)	14:40:48	0:00:12
1/21/2014	Text	Patel, Nisha (Teva)	Outgoing	R.H. (Greenstone)	16:38:41	0:00:00
1/21/2014	Voice	R.H. (Greenstone)	Outgoing	Nailor, Jill (Greenstone)	17:11:38	0:00:28
1/21/2014	Voice	R.H. (Greenstone)	Incoming	Nailor, Jill (Greenstone)	17:33:42	0:03:12
1/21/2014	Voice	Patel, Nisha (Teva)	Incoming	R.H. (Greenstone)	17:37:55	0:18:09
1/21/2014	Voice	R.H. (Greenstone)	Outgoing	Nailor, Jill (Greenstone)	17:57:37	0:00:00
1/21/2014	Voice	Nailor, Jill (Greenstone)	Outgoing	Rekenthaler, David (Teva)	18:23:09	0:00:00
1/21/2014	Voice	Nailor, Jill (Greenstone)	Outgoing	Rekenthaler, David (Teva)	18:26:58	0:00:46
1/22/2014	Text	Nailor, Jill (Greenstone)	Incoming	Rekenthaler, David (Teva)	9:47:36	0:00:00
1/22/2014	Voice	Nailor, Jill (Greenstone)	Incoming	Teva Pharmaceuticals	11:25:37	0:09:53
1/22/2014	Voice	Patel, Nisha (Teva)	Outgoing	Nailor, Jill (Greenstone)	15:33:20	0:00:00
1/22/2014	Voice	Patel, Nisha (Teva)	Outgoing	Nailor, Jill (Greenstone)	15:33:26	0:00:04
1/22/2014	Text	Patel, Nisha (Teva)	Outgoing	Nailor, Jill (Greenstone)	15:33:47	0:00:00
1/22/2014	Text	Patel, Nisha (Teva)	Outgoing	Nailor, Jill (Greenstone)	15:33:49	0:00:00
1/22/2014	Text	Patel, Nisha (Teva)	Incoming	Nailor, Jill (Greenstone)	16:00:44	0:00:00
1/22/2014	Text	Patel, Nisha (Teva)	Incoming	Nailor, Jill (Greenstone)	16:00:46	0:00:00
1/22/2014	Text	Patel, Nisha (Teva)	Outgoing	Nailor, Jill (Greenstone)	16:00:59	0:00:00
1/22/2014	Text	Patel, Nisha (Teva)	Outgoing	Nailor, Jill (Greenstone)	16:01:01	0:00:00
1/22/2014	Voice	Patel, Nisha (Teva)	Incoming	Nailor, Jill (Greenstone)	16:26:26	0:11:09

During these calls and text messages, Teva and Greenstone agreed that Teva would concede business to Greenstone in order to avoid significant price erosion in the market.

1316. The day after Greenstone's entry – January 24, 2014 - in a message to Teva national account managers about how important it was for them to determine and document which competitor was challenging Teva for business in a particular situation (because it would help Teva determine whether to concede or not) Patel stated: "As we've heard, Greenstone is entering the market for Tolterodine. I'm sure we will have to concede somewhere. . . ."

1317. On January 28, 2014, Teva was informed by CVS that it had received a competitive price challenge on Tolterodine. K.G. of Teva immediately asked: "do we know who this could be?" Rekenthaler responded that it was Greenstone, but did not want to put the details into writing:

From: Dave Rekenthaler
Sent: Tue 1/28/2014 4:02 PM (GMT-05:00)
To: [REDACTED]
Cc: Maureen Cavanaugh; Nisha Patel02
Bcc:
Subject: RE: price challenge delphi 10707 cvs tolterdine

It's Greenstone, new to market. We can discuss.

The next day, Patel and R.H. of Greenstone tried to reach each other several times and were ultimately able to speak once for more than two (2) minutes.

1318. On Monday, February 3, 2014, Patel instructed a colleague at Teva to concede the business at CVS by providing a small price reduction that she knew would not be sufficient to retain the business. T.C. of Teva, who had the customer relationship with CVS, challenged the decision to concede the business. Rekenthaler responded – again not wanting to put the details into writing:

On Feb 3, 2014, at 11:29 AM, "Dave Rekenthaler" <Dave.Rekenthaler@tevapharm.com> wrote:

[REDACTED] I'll discuss the details of this with you later. There was a strategy here and you weren't in the office Thursday or Friday so we proceeded. Again, it will make sense after I discuss with you.

1319. The next day, Patel called R.H. at Greenstone and the two spoke for nearly sixteen(16) minutes.

1320. After some internal discussions at Teva regarding the CVS business, Teva confirmed its decision to concede CVS to Greenstone. CVS represented more than 20% of Teva's business on Tolterodine.

b. *Tolterodine Tartrate ER Capsules*

1321. Pfizer is the branded drug manufacturer for Detrol LA. To resolve patent infringement claims against Teva by Pfizer related to Detrol LA, Teva and Pfizer entered into a settlement agreement under which Teva would distribute an authorized generic of Tolterodine ER. To resolve similar claims, Mylan entered into its own settlement agreement with Pfizer, which allowed Mylan to launch its generic Tolterodine ER. On October 31, 2013, Mylan's ANDA for Tolterodine ER was approved. Under their respective settlement agreements with Pfizer, this triggering event allowed Teva and Mylan to launch their respective generics on January 2, 2014.

1322. Teva planned to launch on January 2, 2014. During the first half of December 2013, Teva was under the impression—based on conversations with potential customers—that Mylan was not in a position to launch until 30 to 60 days after Teva launched. Nonetheless, Teva was considering how to allocate the market with Mylan when it did eventually launch. On December 3, 2013, J.K., a marketing executive at Teva, sent an e-mail to Rekenhalter, K.G., and several other Teva colleagues stating “we prepared for 50-60 share... I am looking into the numbers as far as what this means.” To prepare offers and figure out the allocation of customers that would bring Teva its desired 50% to 60% market share, Teva executives were instructed to gather usage from potential customers.

1323. Through the first half of December 2013, as Teva was soliciting usage amounts from potential customers, customers were asking Teva to send in pricing offers before the launch. Teva

resisted sending out those offers and instead did not plan to do so until the January 2, 2014 launch date. Teva's delay in putting together pricing for potential customers was part of a plan to drive up the amount it could charge for Tolterodine ER. Specifically, Teva expected that on January 1, 2014, Pfizer would raise the price of branded Detrol LA. This would allow Teva to peg its price to the now inflated price of the branded drug and thereby command a higher price for Tolterodine ER on the January 2, 2014, generic launch date.

1324. At the end of the day on Friday December 20, 2013, T.C. of Teva learned that Mylan intended to launch its Tolterodine ER on January 2, 2014. Dennis Hicks further provided T.C. with Mylan's pricing for two dosages, and conveyed that Mylan is "looking for a 40% market share," and that Teva "can figure the rest out."

1325. Figure it out they did. T.C. informed her Teva colleagues of Mylan's plans. K.G. of Teva then worked over the weekend to turn this information into initial pricing for all of Teva's potential customers and then shared it internally. In a telling admission that Teva had no intention to bid competitively for all accounts, K.G. noted that the next step was "to pick who should receive" bids. The goal in "pick[ing] who should receive" bids was to ensure that both Mylan and Teva received their previously stated market share goals: Teva wanted "50-60 [%] share" while Mylan was only "looking for a 40% market share."

1326. On Monday, December 23, 2013, Rekenthaler, Patel, K.G., T.C., and several others at Teva had a telephone conference scheduled from 8:00 am to 9:00 am to discuss the Tolterodine ER launch strategy. Just minutes before the meeting was to start, Rekenthaler tried calling Nesta at Mylan. Nesta returned Rekenthaler's call at 8:15 am, which was during Teva's scheduled Tolterodine ER phone conference. Rekenthaler nonetheless answered Nesta's call on his cell phone and the pair spoke for 1 minute, 26 seconds. Immediately after Teva's scheduled Tolterodine ER phone conference, Rekenthaler tried calling Nesta two more times. At 10:22 am, Nesta returned

Rekenthaler's calls, and the pair spoke for an additional 12 minutes, 2 seconds. During these calls, Rekenthaler and Nesta exchanged the details about their offers to various customers, including the specific contractual language used in their offers.

1327. For example, at 10:33 am—while Rekenthaler was still on the phone with Nesta, K.G. sent an e-mail to Rekenthaler and others asking about the appropriate contractual language to use in offers about the potential for price increases. Minutes after Rekenthaler finished his call with Nesta, he replied with the exact language, in quotes, that Mylan was using:

From: Dave Rekenthaler
Sent: Mon 12/23/2013 10:41 AM (GMT-05:00)
To: [REDACTED]; Maureen Cavanaugh
Cc: Nisha Patel02
Bcc:
Subject: RE: Proposed Price Increase Language

Mylans language is vague. "Pricing subject to change at Mylan's sole discretion."

Most importantly though, during these calls between Nesta and Rekenthaler, Teva and Mylan reached an agreement to allocate the Tolterodine ER market on launch day so that Teva and Mylan could reach their target share without eroding pricing.

1328. At 12:12 pm on December 23, 2013, K.G. circulated a revised version of Teva's pricing plan for the Tolterodine ER launch. This new version incorporated Teva and Mylan's plan to allocate the market, including the submission of cover bids and abstention from bidding. Notably, the revised pricing plan included the following chart identifying the major customers (and their associated market share percentage) that Teva would receive to get close to its desired 60% market share while Mylan would get its desired 40% share:

CVS	18
Wal-Mart	5
Cardinal	8
Omnicare	1
Anda	2
Rite Aid	4
Econdisc	15
McKesson	6
	59

1329. In exchange for Mylan either submitting cover bids or abstaining from bidding on these customers, Teva reciprocated by submitting cover bids and/or refusing to submit bids to customers that Mylan targeted. This is demonstrated by the fact that Teva's newly revised pricing plan now included considerably higher direct invoice prices for major customers located to Mylan; namely Walgreens, Cigna, Humana, Optum RX Prime Therapeutics, and Kaiser. The table below includes a comparison of Teva's pricing plan for these Mylan customers before and after Rekenhtaler spoke with Nesta on December 23, 2013:

Dosages	Initial Pricing Plan	Price after Dave Rekenhalter Speaks with Jim Nesta
Product Description TOLTERODINE TARTRATE ER CAPSULES 2MG 30 TOLTERODINE TARTRATE ER CAPSULES 2MG 90 TOLTERODINE TARTRATE ER CAPSULES 2MG 500 TOLTERODINE TARTRATE ER CAPSULES 4MG 30 TOLTERODINE TARTRATE ER CAPSULES 4MG 90 TOLTERODINE TARTRATE ER CAPSULES 4MG 500	WALGREEN Indirect Contract Direct Invoice 114.3083.03 342.90249.08 1,866.901,383.78 114.3083.03 342.90249.08 1,866.901,383.78	WALGREEN Indirect Contract Direct Invoice 114.30107.93 342.90323.80 1,866.901,798.91 114.30107.93 342.90323.80 1,866.901,798.91
Product Description TOLTERODINE TARTRATE ER CAPSULES 2MG 30 TOLTERODINE TARTRATE ER CAPSULES 2MG 90 TOLTERODINE TARTRATE ER CAPSULES 2MG 500 TOLTERODINE TARTRATE ER CAPSULES 4MG 30 TOLTERODINE TARTRATE ER CAPSULES 4MG 90 TOLTERODINE TARTRATE ER CAPSULES 4MG 500	CIGNA Indirect Contract Direct Invoice 114.3088.05 342.90264.15 1,866.901,467.50 114.3088.05 342.90264.15 1,866.901,467.50	CIGNA Indirect Contract Direct Invoice 114.30108.00 342.90324.00 1,866.901,800.00 114.30108.00 342.90324.00 1,866.901,800.00
Product Description TOLTERODINE TARTRATE ER CAPSULES 2MG 30 TOLTERODINE TARTRATE ER CAPSULES 2MG 90 TOLTERODINE TARTRATE ER CAPSULES 2MG 500 TOLTERODINE TARTRATE ER CAPSULES 4MG 30 TOLTERODINE TARTRATE ER CAPSULES 4MG 90 TOLTERODINE TARTRATE ER CAPSULES 4MG 500	HUMANA Direct Invoice 88.05 264.15 1,467.50 88.05 264.15 1,467.50	HUMANA Direct Invoice 108.00 324.00 1,800.00 108.00 324.00 1,800.00
Product Description TOLTERODINE TARTRATE ER CAPSULES 2MG 30 TOLTERODINE TARTRATE ER CAPSULES 2MG 90 TOLTERODINE TARTRATE ER CAPSULES 2MG 500 TOLTERODINE TARTRATE ER CAPSULES 4MG 30 TOLTERODINE TARTRATE ER CAPSULES 4MG 90 TOLTERODINE TARTRATE ER CAPSULES 4MG 500	OPTUM RX Indirect Contract Direct Invoice 114.3088.05 342.90264.15 1,866.901,467.50 114.3088.05 342.90264.15 1,866.901,467.50	OPTUM RX Indirect Contract Direct Invoice 114.30108.00 342.90324.00 1,866.901,800.00 114.30108.00 342.90324.00 1,866.901,800.00
Product Description TOLTERODINE TARTRATE ER CAPSULES 2MG 30 TOLTERODINE TARTRATE ER CAPSULES 2MG 90 TOLTERODINE TARTRATE ER CAPSULES 2MG 500 TOLTERODINE TARTRATE ER CAPSULES 4MG 30 TOLTERODINE TARTRATE ER CAPSULES 4MG 90 TOLTERODINE TARTRATE ER CAPSULES 4MG 500	PRIME THERAPEUTICS Indirect Contract Direct Invoice 114.3088.05 342.90264.15 1,866.901,467.50 114.3088.05 342.90264.15 1,866.901,467.50	PRIME THERAPEUTICS Indirect Contract Direct Invoice 114.30108.00 342.90324.00 1,866.901,800.00 114.30108.00 342.90324.00 1,866.901,800.00
Product Description TOLTERODINE TARTRATE ER CAPSULES 2MG 30 TOLTERODINE TARTRATE ER CAPSULES 2MG 90 TOLTERODINE TARTRATE ER CAPSULES 2MG 500 TOLTERODINE TARTRATE ER CAPSULES 4MG 30 TOLTERODINE TARTRATE ER CAPSULES 4MG 90 TOLTERODINE TARTRATE ER CAPSULES 4MG 500	KAISER Indirect Contract Rebate To Direct Invoice 114.3098.2391.85 342.90294.84275.55 1,866.901,637.991,530.83 114.3098.2391.85 342.90294.84275.55 1,866.901,637.991,530.83	KAISER Indirect Contract Rebate To Direct Invoice 114.30102.7296.00 342.90308.16288.00 1,866.901,712.001,600.00 114.30102.7296.00 342.90308.16288.00 1,866.901,712.001,600.00

1330. In addition to submitting inflated bids for Walgreens, Cigna, Humana, Optum RX, Prime Therapeutics, and Kaiser, Teva agreed to refrain from bidding for certain customers, such as Publix, Ahold, Hannaford, and PVA Health.

1331. The following day, on December 24, 2013, Rekenthaler and Nesta had two more calls to confirm and refine Teva and Mylan's market allocation agreement. Those calls lasted for nine (9) minutes and eight (8) minutes, respectively.

67. Valsartan/HCTZ

1332. Valsartan HCTZ, also known by the brand name Diovan, is a medication used to treat high blood pressure.

1333. During the relevant time frame, Sandoz and Mylan were the primary manufacturers of Valsartan HCTZ.

1334. Diovan was a large volume drug that had sales in the United States of approximately \$1.6 billion for the 12 months ending June 30, 2012.

1335. Mylan was the first to file an abbreviated new drug application (ANDA) to market the generic version – Valsartan HCTZ – which, if approved, would give Mylan 180 days of generic exclusivity. Sandoz manufactured the authorized generic. This meant that Sandoz and Mylan would be the only two manufacturers of the generic version of the drug for six months.

1336. Mylan and Sandoz launched Valsartan HCTZ on the same day – September 21, 2012. In the days leading up to the launch, CW-4 and Nesta spoke at least twenty-one (21) times by phone during which they discussed, among other things, allocating market share for this product. These calls are detailed in the table below:

Date	Call Type	Target Name	Direction	Contact Name	Duration
9/6/2012	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	0:20:01
9/6/2012	Voice	Nesta, Jim (Mylan)	Incoming	CW-4 (Sandoz)	0:00:11
9/6/2012	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	0:00:05
9/6/2012	Voice	Nesta, Jim (Mylan)	Incoming	CW-4 (Sandoz)	0:01:18
9/6/2012	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	0:05:22
9/7/2012	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	0:00:43
9/7/2012	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	0:11:35
9/7/2012	Voice	Nesta, Jim (Mylan)	Incoming	CW-4 (Sandoz)	0:01:03
9/12/2012	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	0:22:22
9/12/2012	Voice	Nesta, Jim (Mylan)	Incoming	CW-4 (Sandoz)	0:01:35
9/12/2012	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	0:00:06
9/13/2012	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	0:11:26
9/13/2012	Voice	Nesta, Jim (Mylan)	Incoming	CW-4 (Sandoz)	0:00:19
9/13/2012	Voice	Nesta, Jim (Mylan)	Incoming	CW-4 (Sandoz)	0:00:57
9/13/2012	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	0:05:22
9/13/2012	Voice	Nesta, Jim (Mylan)	Incoming	CW-4 (Sandoz)	0:03:30
9/14/2012	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	0:07:36
9/17/2012	Voice	Nesta, Jim (Mylan)	Incoming	CW-4 (Sandoz)	0:00:09
9/17/2012	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	0:03:32
9/19/2012	Voice	Nesta, Jim (Mylan)	Outgoing	CW-4 (Sandoz)	0:02:40
9/19/2012	Voice	Nesta, Jim (Mylan)	Incoming	CW-4 (Sandoz)	0:00:51

1337. During these phone calls, Sandoz and Mylan – through CW-4 and Nesta – agreed to divvy up the market so that each competitor obtained roughly a 50% market share.

1338. Throughout this time, CW-4 also kept Kellum (her supervisor) regularly informed of her discussions with Nesta and met with Kellum in person to discuss her customer accounts, including a meeting on September 14, 2012.

1339. On September 21, 2012 - the date of the Valsartan HCTZ launch - R T., a senior sales and marketing executive at Sandoz, sent an internal e-mail stating “[a]s a cross functional team, we have optimized this launch successfully securing ~52% market share vs. a formidable competitor like Mylan. . . . you should be very proud!”

1340. That same day, Mylan issued a press release announcing that it had received final FDA approval to market generic Valsartan HCTZ. In an internal series of e-mails reacting to this news, a Sandoz employee remarked: “Fyi, good news, Mylan has 180 days as expected.” A senior-most executive of Sandoz Germany responded, “...sometimes a little help from our competition is welcome as well.” Don DeGolyer, a senior-most executive of Sandoz North America, replied:

I guess this is what they call “co-opetition”.

1341. Kellum forwarded Mylan’s press release announcing the Valsartan launch to the Sandoz pricing and sales teams. S.G., a national account executive at Sandoz, replied “Hallelulalah!!!!!!!!!!!!!! (sic).”

1342. On September 25, 2012 – only four days after the launch – ABC contacted Sandoz seeking a price reduction on Valsartan HCTZ. S.G. forwarded the request to CW-1 and Kellum stating “ABC has provided additional information regarding the market pricing on Valsartan HCTZ (specifically to McK [a Mylan customer]). Please review and advise if Sandoz will continue to let the market settle or move in a different direction. Kellum replied, “[n]o price change.”

1343. On November 16, 2012, Sandoz executives met to discuss increasing sales for Valsartan HCTZ. R.T. sent an internal e-mail in advance of the meeting asking, “Are there opportunities with non-Sandoz customers that we should evaluate?” After a colleague responded with a list of potential Mylan customers, Kellum responded, “I’m concerned we are going to disrupt the market. I understand the need for additional sales but we need to be thoughtful here.” R.T. then informed the Sandoz team “Do not approach new customers, with[out] me or Armando [Kellum]’s consent.”

68. Other Price Increase Agreements

a. *Teva's July 31, 2012 Price Increase*

1344. Effective July 31, 2012, Teva increased pricing on a number of different drugs. Many were drugs where Teva was exclusive, but several of them were drugs where Teva faced competition, including the following:³²

Drug	Competitors
Buspirone Hydrochloride Tablets	Mylan (29.5%); Watson (23.5%)
Estradiol Tablets	Mylan (26.7%); Watson (16.4%)
Labetalol HCL Tablets	Sandoz (61.4%); Watson (10%)
Loperamide HCL Capsules	Mylan (67%)
Mimvey (Estradiol/Noreth) Tablets	Breckenridge (66.2%)
Nadolol Tablets	Mylan (49.8%); Sandoz (10.3%)
Nitrofurantoin MAC Capsules	Mylan (45.3%); Alvogen (7.9%)
Tamoxifen Citrate Tablets	Mylan (22.2%); Watson (10.3%)

1345. Before raising prices on these drugs, Teva coordinated each of these price increases with its competitors. For every drug on the list above, either Green or Rekenhaller was communicating directly or indirectly with Teva's competitors to coordinate in the days and weeks leading up to the price increase. For example:

- **Mylan:** Green spoke to Nesta on July 23 (7 minutes), July 24 (2 calls: 4 and 8 minutes); July 25 (4 minutes); July 26 (4 minutes); July 30 (2 calls, including one 8 minutes); and July 31, 2012 (5 calls: 6, 2, 4, 7 and 2 minutes);
- **Watson:** Rekenhaller spoke to Allan Slavsky, a senior Watson sales executive, on July 11, 2012 (2 calls: 1 and 9 minutes);
- **Sandoz:** Green spoke to CW-2 at Sandoz on July 29, 2012 (2 calls: 2 and 4 minutes) and July 31, 2012 (6 minutes).

³² Watson Pharmaceuticals, Inc. ("Watson"), acquired Actavis in or about October 2012. The two companies operated as a single entity, albeit under separate names, until January 2013, when Watson announced that it had adopted Actavis, Inc. as its new global name. [See <https://www.allergan.com/news/news/thomson-reuters/Watson-pharmaceuticals-inc-is-now-actavis-inc.>]

- **Breckenridge:** Rekenenthaler spoke to Dave Nelson a senior sales executive at Breckenridge on July 17, 2012 (4 minutes);
- **Alvogen:** Green had several calls with Nesta at Mylan (noted above) on July 31, 2012. After some of those calls between Green and Nesta on July 31, Nesta called Beth Hamilton, a senior sales and marketing executive at Alvogen.

1346. Teva continued to coordinate with these competitors on these drugs even after July 31, 2012.

b. *May 24, 2013: Teva's Nisha Patel's First List of Increase Candidates*

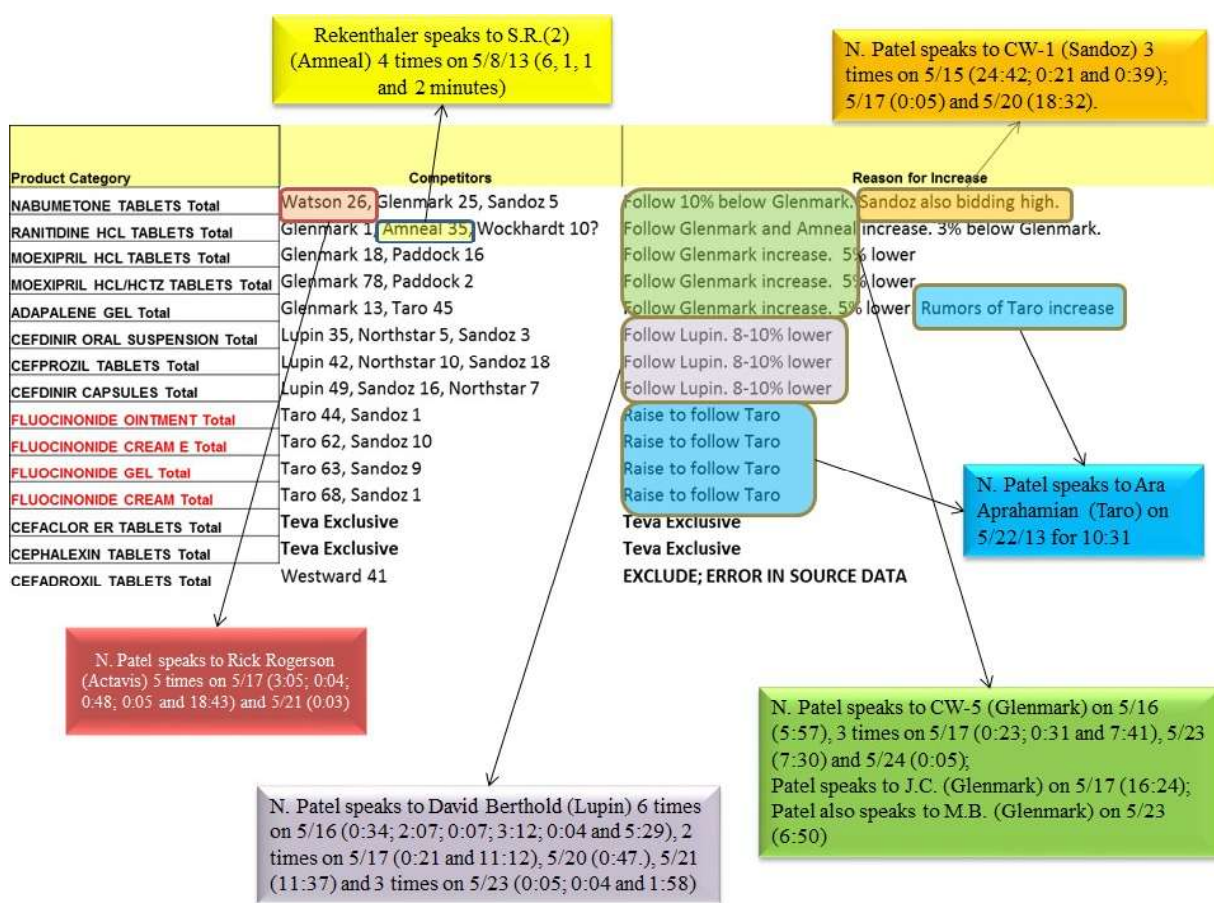
1347. Patel completed and sent her first formal list of recommended price increases to her supervisor, K.G., on May 24, 2013. She sent the list via e-mail, with an attached spreadsheet entitled “Immediate PI File.” The attached list included twelve (12) different drugs where Patel recommended that Teva follow a “high quality” competitor’s price increase as soon as possible. The spreadsheet also revealed competitively sensitive information about future pricing and bidding practices of several of Teva’s high quality competitors – information that Patel could have only learned through her discussions with those competitors. The relevant columns from that spreadsheet are set forth below:

Product Category	Competitors	Reason for Increase
NABUMETONE TABLETS Total	Watson 26, Glenmark 25, Sandoz 5	Follow 10% below Glenmark. Sandoz also bidding high.
RANITIDINE HCL TABLETS Total	Glenmark 1, Amneal 35, Wockhardt 10?	Follow Glenmark and Amneal increase. 3% below Glenmark.
MOEXIPRIL HCL TABLETS Total	Glenmark 18, Paddock 16	Follow Glenmark increase. 5% lower
MOEXIPRIL HCL/HCTZ TABLETS Total	Glenmark 78, Paddock 2	Follow Glenmark increase. 5% lower
ADAPALENE GEL Total	Glenmark 13, Taro 45	Follow Glenmark increase. 5% lower. Rumors of Taro increase
CEFDINIR ORAL SUSPENSION Total	Lupin 35, Northstar 5, Sandoz 3	Follow Lupin. 8-10% lower
CEFPROZIL TABLETS Total	Lupin 42, Northstar 10, Sandoz 18	Follow Lupin. 8-10% lower
CEFDINIR CAPSULES Total	Lupin 49, Sandoz 16, Northstar 7	Follow Lupin. 8-10% lower
FLUOCINONIDE OINTMENT Total	Taro 44, Sandoz 1	Raise to follow Taro
FLUOCINONIDE CREAM E Total	Taro 62, Sandoz 10	Raise to follow Taro
FLUOCINONIDE GEL Total	Taro 63, Sandoz 9	Raise to follow Taro
FLUOCINONIDE CREAM Total	Taro 68, Sandoz 1	Raise to follow Taro
CEFACLOER ER TABLETS Total	Teva Exclusive	Teva Exclusive
CEPHALEXIN TABLETS Total	Teva Exclusive	Teva Exclusive
CEFADROXIL TABLETS Total	Westward 41	EXCLUDE; ERROR IN SOURCE DATA

1348. For every one of the relevant drugs on the list, Patel, or another executive at Teva spoke frequently with Teva’s competitors in the days and weeks leading up to May 24, 2013. During

these communications, Teva and its competitors agreed to fix prices and avoid competing with each other in the markets for the identified drugs. For some of these drugs including the four different formulations of Fluocinonide, Patel knew before she even began her employment at Teva that she would be identifying those drugs as price increase candidates because of communications she had already had with Aprahamian of Taro.

1349. The following graphic summarizes some of the calls related to each of the respective competitors leading up to May 24, 2013:



1350. The “Immediate PI File,” including the competitively sensitive information Patel had obtained from competitors, was sent by Patel’s supervisor K.G. to Maureen Cavanaugh – at that time the Senior Vice President of Sales and Marketing at Teva – on May 27, 2013. Cavanaugh adopted and approved Patel’s price increase recommendations on May 28, 2013.

1351. The Teva price increases for the drugs identified in Patel's May 24, 2013 "Immediate PI File" went into effect on July 3, 2013. Patel went to great lengths to coordinate these price increases with competitors prior to sending the list to K.G. on May 24, 2013. Some illustrative examples of that coordination are set forth below.

1352. **Glenmark**. A number of the drugs identified in the "Immediate PI File" were targeted because of a recent Glenmark price increase on May 16, 2013. As soon as Patel started at Teva, she began to identify price increase candidates through her conversations with various sales and marketing executives at Glenmark, including:

- **CW-5**: 4 calls on 5/2/13 (5:02; 0:06; 7:18 and 11:39), 2 calls on 5/3/13 (1:53 and 0:06); 1 text message on 5/3/13;
- **Jessica Cangemi**: 3 calls on 5/6/13 (6:45; 20:44; 8:39); 2 calls on 5/7/13 (7:59 and 1:03).

1353. For example, early in the morning on May 2, 2013, Patel informed a colleague that she expected to have some new drugs to add to the price increase list imminently:

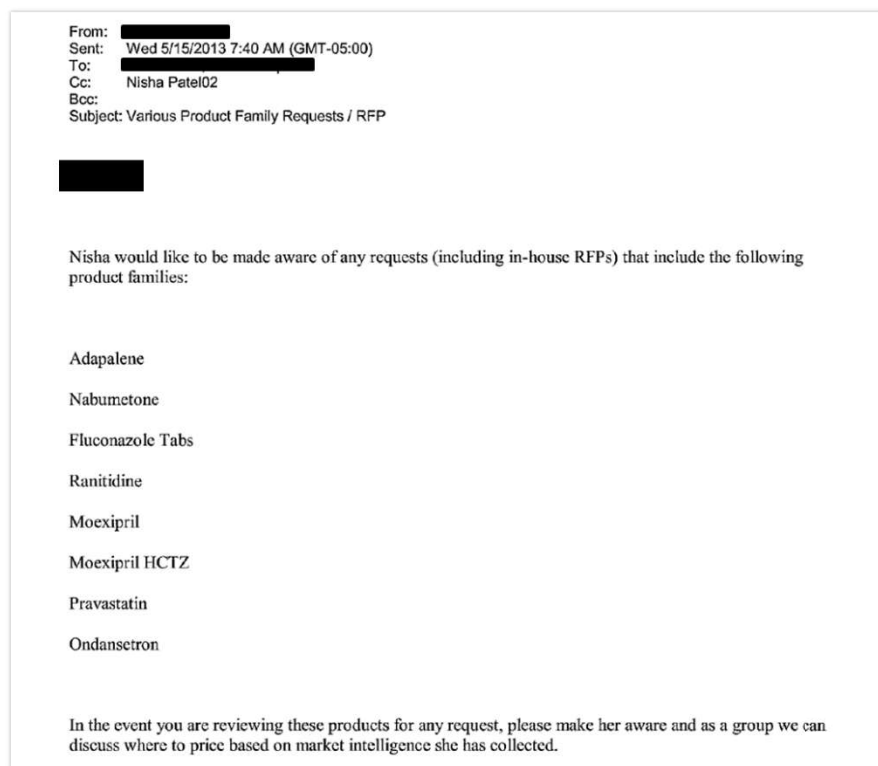
From: Nisha Patel02
Sent: Thu 5/02/2013 6:49 AM (GMT-05:00)
To: [REDACTED]
Cc:
Bcc:
Subject: RE: Price Increases — will you be scheduling time next week to discuss?

When you get in, let's touch base on the high priority items below. Please gather/calculate the shelf stock and any other financial exposure involved. If possible, use an assumption of a 30% increase for now with a variable formula where the percentages can be changed for different scenarios. I also expect to have some high priority items to add to this list. I should have them shortly.

1354. Less than fifteen minutes later, Patel received a call from CW-5 of Glenmark and the two spoke for just over five (5) minutes. Shortly after that call, at 7:44 am, Patel sent a follow-up e-mail where she identified six different "high priority" Glenmark drugs to add to the price increase list, including: Adapalene Gel; Nabumetone; Pravastatin; Ranitidine; Moexipril; and Moexipril HCTZ. Glenmark had not yet increased price on any of those drugs, nor had it sent any notices to

customers indicating that it would be doing so (and would not send such notices until May 15, 2013).

1355. As the Glenmark price increases were approaching, Patel took steps to make sure that Teva did not undermine its competitor's action. During the morning on May 15, 2013, in anticipation of the Glenmark price increases that had not yet been implemented or made public, Patel instructed her Teva colleagues to alert her of any requests by customers for pricing relating to eight different Glenmark drugs:



In accordance with the fair share understanding outlined above, Patel wanted to be careful to avoid obtaining any market share from Glenmark after the price increases.

1356. Following the normal pattern, Patel also spoke to CW-5 of Glenmark for nearly six (6) minutes the next day, May 16, 2013 – the day of the Glenmark price increases. Effective that day, Glenmark increased prices on the following drugs where there was an overlap with Teva: Adapalene Gel; Nabumetone; Fluconazole Tablets; Ranitidine; Moexipril; Moexipril HCTZ; Pravastatin; and

Ondansetron. Patel also spoke to CW-5 and Jessica Cangemi at Glenmark multiple times on May 17, 2013.

1357. After the implementation of the Glenmark price increases on May 16, 2013, and before Teva had the opportunity to follow those increases, Teva was approached by several customers looking for a lower price. Teva refused to bid on most of these solicitations in order to maintain market stability. When it did provide a customer with a bid, Teva intentionally bid high so that it would not win the business. As Patel stated to a Teva colleague when a large wholesaler approached Teva about bidding on several Glenmark increase drugs: “IF we bid, we need to bid high, or we will disturb the market.”

1358. Patel did not immediately include all of the Glenmark price increase drugs on Teva’s price increase list, however, because certain drugs involved competitors that were not of the highest “quality.” For these drugs, a little more work (and communication) was required before Patel would feel comfortable moving forward with a price increase.

1359. For example, the market for Fluconazole Tablets included Greenstone as a competitor (albeit with relatively low market share) in addition to Teva and Glenmark. As of Friday May 17, 2013, Patel had not yet decided whether Teva should follow the Glenmark price increase on Fluconazole, fearing that Greenstone might not be a responsible competitor. In an internal e-mail that day, Patel indicated to colleagues – including her supervisor, K.G. – that she was “[g]athering some revised intel” about Fluconazole in order to determine next steps. The following Monday, May 20, Patel called R.H., a national account manager at Greenstone but was unable to connect. Patel was ultimately not able to communicate with R.H. by phone until May 28, 2013, when the two had a twenty-one (21) minute call. The next day after speaking to R.H. – May 29, 2013 – Patel promptly added Fluconazole to the Teva price increase list.

1360. As discussed more fully below, Teva followed the Glenmark price increase for Fluconazole Tablets on July 3, 2013. That same day, Patel spoke to R.H. for nearly sixteen (16) minutes; she also spoke to CW-5 at Glenmark for almost five (5) minutes. The Teva price increases were a staggering 875% - 1,570%, depending on the dosage strength. Greenstone then followed with an increase of its own on August 16, 2013. Patel coordinated those increases with both Glenmark and Greenstone.

1361. Subsequently, Citron and Dr. Reddy's entered the Fluconazole market. When Citron was preparing to enter the market in late 2013 and early 2014, L.S., VP of Sales at Citron, communicated with T.C., Director of Sales at Teva, in November 2013, December 2013, and February 2014. In March 2014, K.S., EVP of Sales at Citron, communicated by phone with Jim Grauso of Glenmark. When Dr. Reddy's was entering the market, Nisha Patel of Teva had contact by phone and text with V.B., VP of Sales at Dr. Reddy's, in June, July, and August of 2014. Despite entry by Citron and Dr. Reddy's, prices for Fluconazole remained elevated.

1362. Another example of a drug that required even more effort and coordination among several competitors before it could be included on the Teva price increase list was Pravastatin, which is discussed more fully below in Section V.F.181.e., relating to Teva's August 9, 2013, price increases.

1363. **Sandoz**. In her May 24 "Immediate PI File," Patel included competitively sensitive information about the drug Nabumetone, indicating that she was confident following Glenmark's increase because Sandoz was "bidding high" on that drug. In other words, Sandoz would provide cover bids that were too high to be successful, so that Sandoz would not take its competitors' market share even if it did not take its own price increase. Patel had spoken to CW-1 for nearly twenty-five (25) minutes on May 15, 2013, and again for more than eighteen (18) minutes on May 20, 2013, during which time she learned this information.

1364. At the same time, Sandoz was internally discussing its “bidding high” strategy for Nabumetone. Two days before Patel sent the “Immediate PI File” to her supervisor, a Sandoz pricing analyst sent the following e-mail to Kellum and CW-1 confirming the strategy:

From:
Sent:
To:
Subject:

██████████

Wednesday, May 22, 2013 4:14 PM

Kellum, Armando; ██████████

Target RFP Question

AK,

I know we agreed not to bid on potential price increase items, but we bid Nabumetone at a high price. Are you okay with us bidding on this one? McKesson does not purchase this product from us.

1365. Patel continued to coordinate with CW-1 and other competitors about increasing prices for drugs on the list even after she sent it to K.G. on May 24, 2013. For example, at 8:15 am on May 30, 2013, Patel spoke to CW-5 at Glenmark for nearly twelve (12) minutes. Immediately after hanging up the phone, Patel called CW-1 at Sandoz to discuss Glenmark’s increase on the drug Ranitidine and Teva’s plans to follow that increase (Sandoz was also in the market for Ranitidine). She left CW-1 a voicemail, and he called her back promptly. Patel and CW-1 then had several substantive telephone calls over the next half hour.

1366. After these conversations with Patel, at 10:02 am, CW-1 sent an e-mail to Kellum indicating that he believed there would be price increases in the pipeline with respect to Ranitidine, and suggesting a potentially substantial increase in Sandoz’s price:

From: [REDACTED]
Sent: Thursday, May 30, 2013 10:02 AM
To: Kellum, Armando
Cc: [REDACTED]
Subject: Ranitidine tabs

I think there might be some price increases in the pipeline.

Per analysource Glenmark just took a WAC increase to \$9.53 from \$2.70 (we are at 4.98) on the 150mg on 5/16. I wonder if Teva and Amneal will follow? They are the two dominant players on this molecule

We just bid and I think we are getting the award at a contract price of \$1.77. This contract is negative gross margins but 15% above variable costs. RAD was at \$0.95. Looking at the competition of Amneal, Teva and Glenmark I thought that this was the best way to go to get into this product, we are currently sitting with a 1.8% share.

RAD is also buying up a lot of our short dated product.

Wonder if there is any way to work with them to revise the cost at a future date if Teva and Amneal go up as well. I'm thinking we can go from \$1.77 to \$5 maybe

1367. The communication between Patel and CW-1 about competitively sensitive information was constant and unrelenting during this period. For example, in June 2013 Teva was “attempting to understand how [its] pricing for Isoniazid compares to the rest of the market.” On June 11, 2013, L.R., a Teva marketing representative, asked Patel whether she was “aware of any competitive market intel for this family?” According to the marketing representative, Sandoz was also in the market for Isoniazid and had “drastically increased their pricing” in January 2013. Patel responded: “I will try to get the scoop on Sandoz pricing tomorrow. When do you need this by?”

1368. The next day - June 12, 2013 - Patel exchanged at least five (5) calls with CW-1 at Sandoz, including those listed below:

Date	Call Typ	Target Name	Direction	Contact Name	Duration
6/12/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	0:19:04
6/12/2013	Voice	Patel, Nisha (Teva)	Incoming	CW-1 (Sandoz)	0:03:20
6/12/2013	Voice	Patel, Nisha (Teva)	Incoming	CW-1 (Sandoz)	0:00:00
6/12/2013	Voice	Patel, Nisha (Teva)	Incoming	CW-1 (Sandoz)	0:00:23
6/12/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	0:09:21
6/12/2013	Voice	Patel, Nisha (Teva)	Incoming	CW-1 (Sandoz)	0:03:25

At 8:27 am, after the first two of the phone calls listed above, Patel sent the following e-mail clarifying some of the information that L.R. had provided, reflecting some of the conversations about market share she was having with CW-1:

From: Nisha Patel02
Sent: Wednesday, June 12, 2013 8:27 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Isoniazid market pricing

[REDACTED]

I hope to get intel later today. In the meantime, I am hearing about IMS info that contradicts what we have. I am being told that as of quarter ending March 2013, Sandoz has 62% share, with Teva having about 36% share. The data also indicates that Westward has less than 1% share, which implies that they are not back. I have also heard that Westward makes the product for Versa, so they are out for now as well. You may want to request more current share data from Market Research to verify?

It is my opinion that we could have raised pricing to a higher level, but I also understand that there are several factors to consider in these decisions. Depending on what you plan to include in your response, I would also have supply info handy. I imagine that we could easily have picked up more share at this very low price, but were probably limited by supply...which is why Sandoz is able to maintain business at their high price.

I'll pass on additional info as I receive it. If you have any questions, please feel free to come by to chat.

1369. Later that day, at 3:21 pm, Patel passed along additional information with specific price points she had received from CW-1 at Sandoz:

From: Nisha Patel02
Sent: Wed 6/12/2013 3:21 PM (GMT-05:00)
To: [REDACTED]
Cc: [REDACTED]
Bcc: [REDACTED]
Subject: RE: Isoniazid market pricing

[REDACTED]

Wholesaler nets for Sandoz product are around \$100 for the 300mg 100s and \$80 for 100mg 100s. Our WACs are very low. Let me know if you need anything else.

1370. Teva ultimately increased price on Isoniazid on January 28, 2015 – in coordination with Sandoz. Patel spoke to CW-1 for more than sixteen (16) minutes shortly before the increase, on January 22, 2015.

1371. Taro. Patel noted in her May 24, 2013 “Immediate PI File” that for the drug Adapalene Gel, she was confident in following the Glenmark price increase because there were also “[r]umors of a Taro increase” on that drug. In addition to Teva and Glenmark, Taro was the only other competitor in the market for Adapalene Gel at that time. Patel had heard the “rumors” about a Taro increase directly from Ara Aprahamian, the Vice President of Sales and Marketing at Taro. During a nearly eleven (11) minute phone conversation between the two on May 22, 2013, the competitors agreed to follow the Glenmark increase. This was the first call between Patel and Aprahamian since Patel joined Teva.

1372. Shortly after the phone call with Patel, Aprahamian made an internal request for a report with specific information about Adapalene Gel in order to evaluate a potential Taro increase on the drug, including volume and pricing. Aprahamian indicated that the reason for his request was that the “[r]umor mill has some price changes in the market.”

1373. The next day, May 23, 2013, Aprahamian directed a Taro employee to implement a price increase on Adapalene Gel:



Exactly one week after the call between Patel and Aprahamian, on May 29, 2013, Taro increased its price on Adapalene Gel. As discussed below, Teva followed with its own price increase on July 3, 2013, which was coordinated with both Glenmark and Taro.

c. *July 3, 2013 Price Increases*

1374. Teva implemented its first formal set of price increases using Patel's high-quality competitor formula on July 3, 2013, relating to twenty-one (21) different generic drugs. Many of the drugs slated for price increases were from the May 24, 2013 "Immediate PI File," but several others had been added in the interim. Patel scheduled a conference call for the day before the price increases to discuss those increases with members of Teva's sales and pricing departments:

	Price Increase -- Agenda
Date and Location	Tuesday, July 02, 2013 11:00 AM - 11:30 AM, Call In Number Below/Dave's Office
Attendees	Nisha Patel02; Kevin Green; Dave Rekenhale; [REDACTED]
Message	We are currently preparing to announce a price increase effective Wednesday, 7/3/13. The list includes several items. I wanted to take some time to do a quick review of the item list and answer any questions you may have. Dial In: 866-225-0660 Access Code: 4075453

1) Price increase effective Wednesday, 7/3/2013

2) List of items affected:

Product Family	Customers Affected	SWP Change	WAC Change	% ASP Increase (not actual inc)
ADAPALENE GEL Total	All	yes		95%
CEFACLOXR TABLETS Total	All	yes		25%
CEFADROXIL TABLETS Total	All			25%
CEFDINIR CAPSULES Total	All			122%
CEFDINIR ORAL SUSPENSION Tot	All			520-620%
CEFPROZIL TABLETS Total	All			55-95%
CEPHALEXIN TABLETS Total	All	yes	yes	95%
CIMETIDINE TABLETS Total	All	yes	yes	200-800%
FLUCONAZOLE TABLETS Total	All		yes	875-1570%
FLUOCINONIDE CREAM E Total	All		yes	10%
FLUOCINONIDE CREAM Total	All		yes	15%
FLUOCINONIDE GEL Total	All		yes	15%
FLUOCINONIDE OINTMENT Total	All		yes	17%
METHOTREXATE TABLETS Total	All		yes	500-1800%
MOEXIPRIL HCL TABLETS Total	All		yes	300-560%
MOEXIPRIL HCL/HCTZ TABLETS	All		yes	70-175%
NABUMETONE TABLETS Total	All		yes	140-160%
NADOLOL TABLETS Total	All less Econdisc	yes	yes	1200-1400%
OXYBUTYNIN CHLORIDE TABLETS	All		yes	1100-1500%
PRAZOSIN HCL CAPSULES Total	All		yes	30%
RANITIDINE HCL TABLETS Total	All	yes	yes	330-900%

Following the now-established pattern, Patel and/or Green spoke to every important competitor in the days and weeks leading up to the July 3, 2013, Teva price increase to coordinate the increases and reiterate the understanding already in place with those competitors.

1375. The following graphic details some of the calls between Teva representatives and Teva's competitors in the days and weeks leading up to the July 3, 2013, price increase; color coded to show the calls with specific competitors relating to each drug:



The only drugs that Patel or Green did not coordinate with Teva's competitors (those not highlighted in the graphic above) were drugs where Teva was exclusive – i.e., had no competitors.

1376. Patel – and other executives at Teva – went to great efforts to coordinate these price increases with competitors prior to July 3, 2013. Some illustrative examples of generic drugs that were added to the list after May 24, 2013, are set forth in more detail below.

1377. **Mylan.** Immediately after she began at Teva, Patel began to investigate Mylan drugs as a potential source for coordinated price increases. For example, on May 6, 2013, as she was

creating the list of “Immediate PI” candidates, Patel sent Green an e- mail with an attached spreadsheet titled “Price Increase Candidate Competitive Landscape.” Patel asked Green to “gather as much market intelligence as possible” for certain, specific items that she had highlighted in blue, including nine (9) Mylan drugs: Tolmetin Sodium Capsules; Doxazosin Mesylate Tablets; Methotrexate Tablets; Diltiazem HCL Tablets; Flurbiprofen Tablets; Nadolol Tablets; Amiloride HCL/HCTZ Tablets; Cimetidine Tablets; and Estradiol Tablets.

1378. The next day, May 7, 2013, Green spoke to Nesta at Mylan three times, including one call lasting more than eleven (11) minutes. Green also called Patel twice that day to report on what he had learned. Green and Nesta also spoke a number of times over the next several days, including on May 8 (3:46), May 9 (4:05) and May 10, 2013 (0:28; 10:46 and 2:19).

1379. On May 14, 2013, Patel asked several Teva national account managers, including Green, to obtain “price points” on certain Mylan drugs including Cimetidine and Nadolol in preparation for a potential price increase. She indicated internally to another Teva colleague that she was expecting “additional Mylan intel” and that she was expecting Mylan “to take an additional increase” on those items. On May 17, 2013, Green spoke to Nesta six (6) times, including calls lasting 11:50, 2:23, 4:25 and 16:02.

1380. On May 29, 2013, after a discussion with Cavanaugh, Patel added four Mylan drugs to the Teva price increase list: Nadolol, Cimetidine, Prazosin and Methotrexate.

1381. Discussions between Green and Nesta about specific drugs continued into June, as Mylan was also preparing for its own major price increase on a number of drugs. From June 24 through June 28, 2013, for example, Green and Nesta had at least the following telephone calls:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
6/24/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	13:25:29	0:00:06
6/24/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	13:32:25	0:10:13
6/25/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	13:43:27	0:00:06
6/25/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	16:02:58	0:00:32
6/25/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	16:51:43	0:00:03
6/26/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	9:55:29	1:00:25
6/27/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	10:47:23	0:00:06
6/27/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	11:04:04	0:01:03
6/27/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	15:42:07	0:04:20
6/28/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	10:59:56	0:03:53

1382. On June 26, 2013, in the midst of this flurry of communications between Teva and Mylan (and the same day that Green and Nesta had a one-hour phone call), one of Patel's colleagues sent her a suggestion with the following list of potential drugs to add to the price increase list:

<u>Product</u>	<u>Competitors (Mkt Share)</u>
Disopyramide Phosphate Capsules	Actavis (61%)
Ketorolac Tablets	Mylan (32%)
Ketoprofen Capsules	Mylan (63%)
Hydroxyzine Pamoate Capsules	Sandoz (39%); Actavis (9%)
Nystatin Tablets	Heritage (35%); Mutual (32%)

1383. In response, Patel's supervisor, K.G. of Teva, commented that "Ketoprofen would have a high likelihood of success." Patel also responded favorably with regard to some of the drugs, alluding to the fact that she had inside information about at least Ketoprofen:

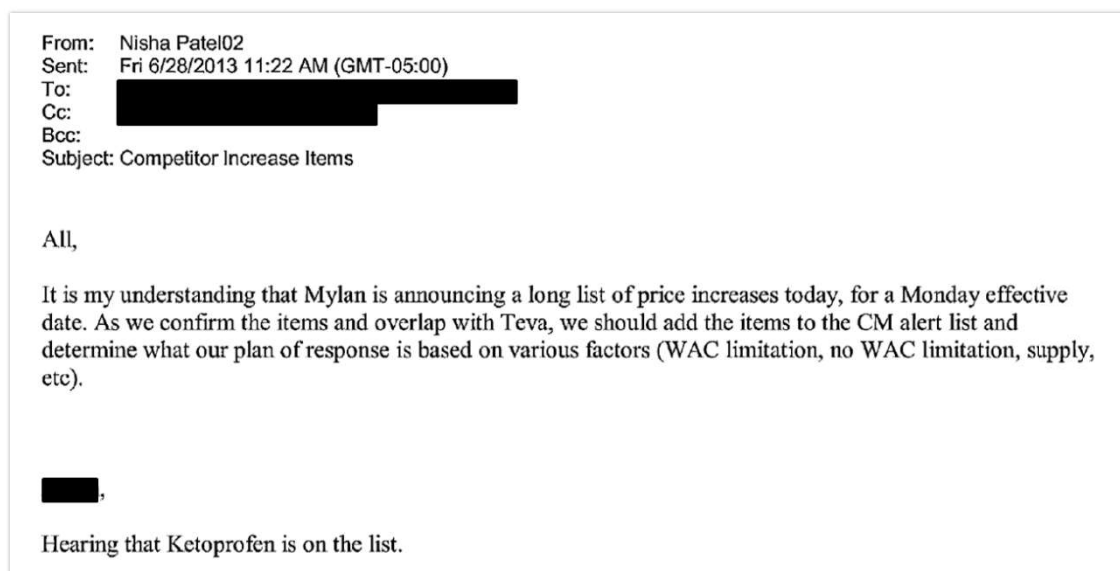
From: Nisha Patel02 Sent: Wednesday, June 26, 2013 1:41 PM To: [REDACTED] Subject: RE: India Transfer Review - Price Increase List Question [REDACTED] I definitely agree on Ketoprofen since there are rumors of activity on this one...From a "quality of competitor" standpoint, I definitely think all, but Nystatin, are strong candidates. We'll gather intel on the rest and factor into the potential items for later. Is there a time constraint and a need for actual numbers, or is this just an inquiry to see if they would be possible in the near future? Sorry for the basic questions. I'm just trying to understand how to look at possible deletions v. any other candidate item.
--

1384. At that time, Nystatin was not considered a strong candidate for a price increase because of the quality of the competitors in the market. As discussed more fully below, those

dynamics would later change after Patel struck up a collusive relationship with a high-level executive at Heritage.

1385. Not surprisingly given the “rumors,” Mylan raised its price for both Ketorolac and Ketoprofen (the two Mylan drugs on the list above) six days later, on July 2, 2013. Teva then quickly followed with its own price increase for both drugs (and others) on August 9, 2013. As discussed more fully below, those price increases were closely coordinated and agreed to by Teva and Mylan.

1386. At the end of the flurry of phone communications between Teva and Mylan described above – on June 28, 2013 – Green and Nesta had a four (4) minute call starting at 10:59 am. Within minutes after that call, Patel sent the following e-mail internally at Teva:



1387. Patel obtained this information directly from Green but got one significant point wrong (which confirms that she had advance notice of the Mylan increase). In actuality, Mylan did not announce the price increases until the following Monday, July 1, 2013 – with an effective date of July 2, 2013.

1388. “Rumors” was a term consistently used by Patel in e-mails to camouflage the fact that she and her co-conspirators within Teva were communicating with competitors about future

price increases. She used the term when discussing Taro in the May 24, 2013 “Immediate PI” spreadsheet, after speaking with Aprahamian and before Taro raised its price on Adapalene Gel. She used it again on June 26, 2013 – after Green and Nesta spoke several times in advance of Mylan’s price increase on Ketoprofen.

1389. Similarly, on July 2, 2013 – the day before Teva’s price increases (including for the drug Methotrexate) went into effect, a colleague asked Patel how Teva’s competitors’ pricing compared with regard to Methotrexate. Patel responded that Mylan’s pricing was a little low on that drug, “but we are hearing rumors of them taking another increase,” so Teva felt comfortable increasing the price of that drug on July 3, 2013. These “rumors” – which were based on the direct communications between Green and Nesta noted above – again turned out to be accurate: Mylan increased its price of Methotrexate, pursuant to its agreement with Teva, on November 15, 2013.

1390. Moreover, this collusion between Teva and Mylan – two of the largest generic manufacturers in the country – facilitated collusion with smaller companies as well. At the same time that senior executives from Teva and Mylan were speaking, both companies were also coordinating with other competitors (and potential competitors) for the drugs being allocated between Teva and Mylan. For example, Rekenthaler of Teva spoke a number of times with M.B. of Par at the same time that Patel and Green were discussing the Doxazosin Mesylate price increase with Nesta of Mylan. When Par – which already had an ANDA for the drug – reentered the market in early 2014, it matched the supracompetitive pricing set by Teva, Mylan, and Apotex. Similarly, M.A. of Mylan coordinated Greenstone’s entry into the market through discussions with R.H. of Greenstone. The two spoke a number of times between April and July 2014, in advance of Greenstone’s August 2014 entry into the Doxazosin Mesylate market.

1391. And in both instances, this coordination between Mylan and Teva allowed the new competitors to enter the market and gain market share without disturbing the supracompetitive pricing.

1392. **Sandoz**. After the large Teva and Mylan price increases on July 2 and 3, 2013, Sandoz sought to obtain a “comprehensive list of items” increased so that it would “not respond to something adversely” by inappropriately competing for market share on any of those drugs. Sandoz executives had previously conveyed to their counterparts at both Mylan and Teva that Sandoz would follow their price increases and not steal their customers after an increase. Obtaining the comprehensive list of price increase drugs was an effort by Sandoz to ensure it was aware of every increase taken by both competitors so it could live up to its end of the bargain.

1393. On July 9, 2013, CW-1 stated in an internal Sandoz e-mail that he would “call around to the [Sandoz directors of national accounts] to try and gather a comprehensive list of items.”

1394. Pursuant to that direction, on July 15, 2013, CW-2 of Sandoz called Rekenthaler at Teva and left a message. Rekenthaler called CW-2 back immediately and the two had a three (3) minute conversation during which CW-2 asked Rekenthaler to provide him with a full, comprehensive list of all the Teva price increase drugs – not just those drugs where Teva overlapped with Sandoz. Rekenthaler complied. Understanding that it was improper to share competitively sensitive pricing information with a competitor, and in an effort to conceal such conduct, Rekenthaler first sent the Teva price increase list from his Teva work e-mail account to a personal e-mail account, and then forwarded the list from his personal e-mail account to CW-2’s personal e-mail account:

From: David Rekenhaller [daverek@verizon.net]
 Sent: Monday, July 15, 2013 5:02 PM
 To: [REDACTED]@icloud.com
 Subject: Fwd:

Sent from my iPhone

Begin forwarded message:

From: Dave Rekenhaller <Dave.Rekenhaller@tevapharm.com>
 Date: July 15, 2013, 4:59:27 PM EDT
 To: "daverek@verizon.net" <daverek@verizon.net>

Product Family	Customers Affected	SWP Change	WAC Change	% ASP Increase (not actual inc)
ADAPALENE GEL Total	All	yes		95%
CEFACLOR ER TABLETS Total	All	yes		25%
CEFAUROXIL TABLETS Total	All			25%
CEFTRIAXONE CAPSULES Total	All			122%
CEFTRIAXONE ORAL SUSPENSION Total	All			520-620%
CEFTIOXIME TABLETS Total	All			55-95%
CEPHALEXON TABLETS Total	All	yes	yes	95%
CINETHIBINE TABLETS Total	All	yes	yes	200-800%
FLUCONAZOLE TABLETS Total	All		yes	875-1570%
FLUCONAZOLE CREAM E Total	All		yes	10%
FLUCONAZOLE CREAM Total	All		yes	15%
FLUCONAZOLE GEL Total	All		yes	15%
FLUCONAZOLE ORNITMENT Total	All		yes	17%
METHOTREXATE TABLETS Total	All		yes	500-1800%
MOXIFLOXACIN HCL TABLETS Total	All		yes	300-560%
MOXIFLOXACIN HCL/ACTZ TABLETS	All		yes	70-175%
GLUCOPHAGE TABLETS Total	All		yes	140-160%
NADOLOL TABLETS Total	All less Econdisc	yes	yes	1200-1400%
OXYSALICYLIC ACID TABLETS	All		yes	1100-1500%
PRADOXIN HCL CAPSULES Total	All		yes	30%
RAMITRIBINE HCL TABLETS Total	All	yes	yes	330-900%

Best regards,

1395. CW-2 later called CW-1 and conveyed the information orally to CW-1, who transcribed the information into a spreadsheet.

1396. One of the drugs that both Teva and Mylan increased the price of in early July 2013 was Nadolol. Sandoz was the only other competitor in that market. Shortly after the Teva increase, CW-1 sent Patel a congratulatory message regarding the increase.

d. *August 9, 2013 – Nisha Patel’s “Round 2” Set of Price Increases:*

1397. Immediately after the July 3, 2013, price increases, Patel began preparing for what she called “Round 2” – another large set of Teva price increases.

1398. On August 9, 2013, Teva raised prices on twelve (12) different drugs. These increases were again coordinated with a number of Teva's competitors, including Defendants Mylan, Sandoz, Taro, Lupin, Glenmark, Zydus and Apotex.

1399. Patel began planning for the increase shortly after the July 3 increases were implemented. On July 11, 2013, Patel sent a preliminary draft list of price increase candidates to a colleague for what she referred to as "Round 2." For the drugs on the preliminary list, Patel stated that "this does not guarantee that [they] will end up getting an increase, but at the very least, it will be put through the review process."

1400. The list included a number of drugs involving the following competitors, primarily: Actavis, Aurobindo, Glenmark, Heritage, Lupin, Mylan, and Sandoz. In the days leading up to July 11, 2013, Patel was communicating directly with executives at nearly all of those competitors, including the following:

Date	Call Type	Target Name	Direction	Contact Name	Duration
7/8/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-5 (Glenmark)	0:11:24
7/8/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:08:34
7/8/2013	Voice	Patel, Nisha (Teva)	Outgoing	Grauso, Jim (Aurobindo)	0:08:34
7/8/2013	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	0:00:08
7/9/2013	Voice	Patel, Nisha (Teva)	Outgoing	Malek, Jason (Heritage)	0:21:08
7/9/2013	Voice	Patel, Nisha (Teva)	Incoming	CW-1 (Sandoz)	0:00:05
7/9/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	0:00:07
7/9/2013	Voice	Patel, Nisha (Teva)	Incoming	CW-1 (Sandoz)	0:16:16
7/10/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-5 (Glenmark)	0:00:04
7/10/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:04:26
7/10/2013	Text	Patel, Nisha (Teva)	Incoming	CW-5 (Glenmark)	0:00:00
7/11/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:00:54
7/11/2013	Voice	Patel, Nisha (Teva)	Incoming	CW-5 (Glenmark)	0:07:29

1401. Patel was also communicating indirectly with Mylan through Kevin Green. For example, on July 10, 2013 - the day before Patel sent the preliminary "Round 2" increase list - Green and Nesta spoke twice. Shortly after the second call, Green called Patel and the two spoke for just

over seven (7) minutes. The next day, on July 11, Nesta and Green exchanged several more calls.

The timing of those calls is set forth below:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
7/10/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	15:29:50	0:15:38
7/10/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	15:46:55	0:02:18
7/10/2013	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Teva)	15:59:38	0:07:05
7/11/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	12:11:34	0:00:08
7/11/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	12:12:47	0:00:17
7/11/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	12:38:48	0:04:03
7/11/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	12:43:51	0:00:00
7/11/2013	Voice	Nesta, Jim (Mylan)	Incoming	Green, Kevin (Teva)	13:20:15	0:01:52

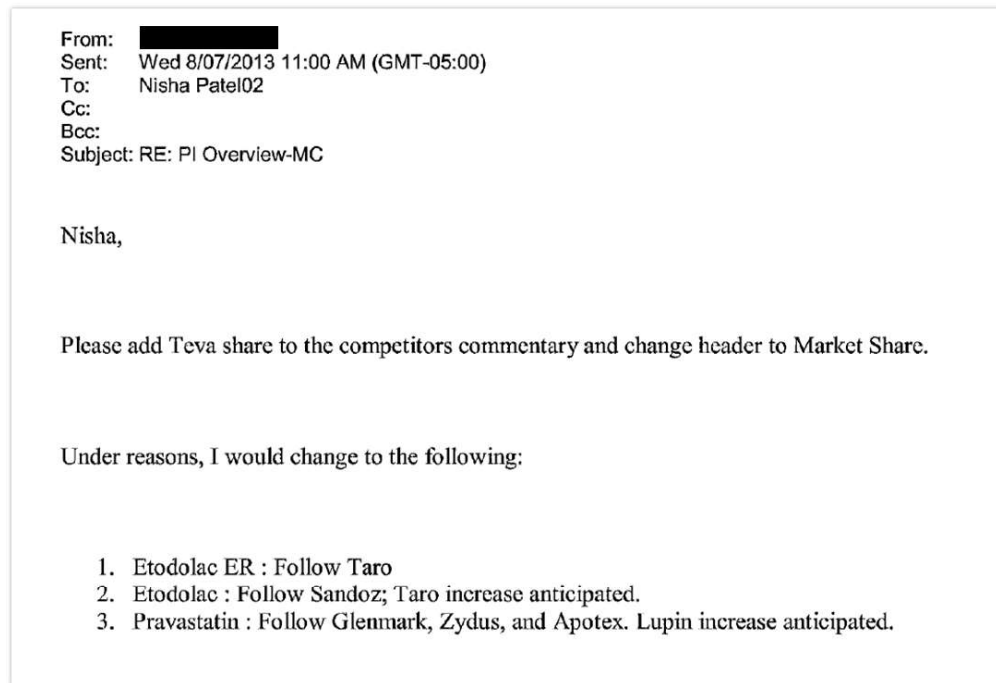
1402. Patel and other Teva executives continued to coordinate with competitors over the next several weeks, refining the list and preparing for the next large Teva increase.

1403. By August 7, 2013, Patel had finalized the list. That day she sent an e-mail to her supervisor, K.G., with a “Price Increase Overview” spreadsheet which she had prepared for Maureen Cavanaugh, summarizing the increases. As shown below, the spreadsheet included competitively sensitive information about certain competitors’ plans regarding future price increases that Patel and/or Green could have only learned from directly colluding with those competitors:

Price Increase Overview—Effective August 9, 2013

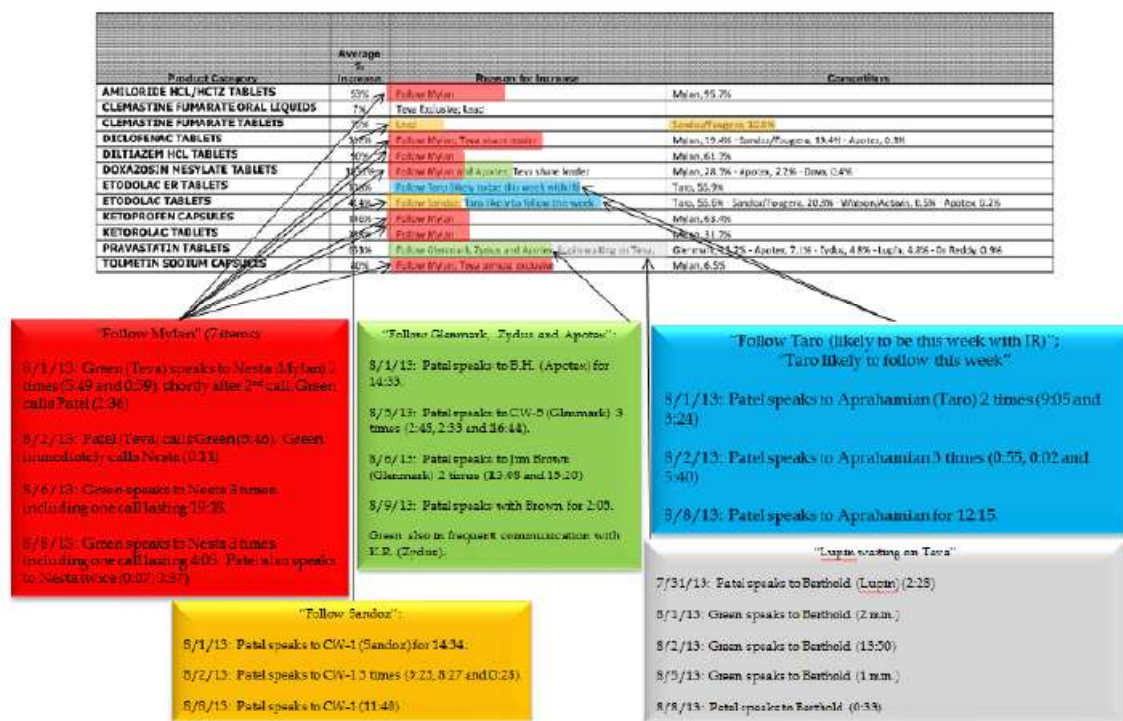
Product Category	Average % Increase	Reason for Increase	Competitors
AMLODIDE HCL/HCTZ TABLETS	53%	Follow Mylan	Mylan, 95.7%
CLEMASTINE FUMARATE ORAL LIQUIDS	7%	Teva Declines, Lead	
CLEMASTINE FUMARATE TABLETS	76%	Lead	Sandoz/Fougera, 16.8%
DICLOFENAC TABLETS	307%	Follow Mylan; Teva share leader	Mylan, 19.4% - Sandoz/Fougera, 19.4% - Apotex, 0.1%
DILTIAZEM HCL TABLETS	80%	Follow Mylan	Mylan, 61.3%
DOXAZOSIN MESYLATE TABLETS	1031%	Follow Mylan and Apotex; Teva share leader	Mylan, 28.1% - Apotex, 2.2% - Gowa, 0.4%
ETODOLAC ER TABLETS	138%	Follow Taro (likely to be this week with it)	Taro, 56.9%
ETODOLAC TABLETS	414%	Follow Sandoz; Taro likely to follow this week	Taro, 56.6% - Sandoz/Fougera, 20.8% - Watson/Actavis, 0.5% - Apotex, 0.3%
KETOPROFEN CAPSULES	146%	Follow Mylan	Mylan, 61.4%
KETOROLAC TABLETS	268%	Follow Mylan	Mylan, 81.7%
PRAVASTATIN TABLETS	653%	Follow Denmark, Zydus and Apotex; Lupin waiting on Teva.	Denmark, 23.2% - Apotex, 7.1% - Zydus, 1.8% - Lupin, 1.8% - Dr Reddy, 0.9%
TOLMETIN SODIUM CAPSULES	80%	Follow Mylan; Teva almost exclusive	Mylan, 6.5%

1404. K.G. immediately recognized that having such explicit evidence of a competitor's price increase plans in writing would be problematic for Teva. In response to the e-mail, K.G. politely asked Patel to remove some of the incriminating information:



In accordance with the executive's request, Patel deleted the information.

1405. Following the now common and systematic pattern, Patel and Green coordinated the increases with every important competitor in the days and weeks leading up to the increase. The following graphic details some of the calls with competitors in the days and weeks leading up to the increases:



1406. The only drug on the list that Patel and/or Green were not coordinating with competitors on in advance (Clemastine Fumarate Oral Liquids) was a drug where Teva was exclusive and thus had no competitors. Interestingly, that drug was slated for the lowest increase of all drugs on the list (7%).

1407. The day before the price increase went into effect - August 8, 2013 - Patel was particularly busy, spending most of her morning reaching out and communicating with several key competitors:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
8/8/2013	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	7:27:26	0:00:33
8/8/2013	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	7:34:46	0:11:41
8/8/2013	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	7:59:48	0:00:01
8/8/2013	Text	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	8:01:07	0:00:00
8/8/2013	Voice	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	8:04:04	0:12:15
8/8/2013	Voice	Patel, Nisha (Teva)	Incoming	Nesta, Jim (Mylan)	9:08:05	0:00:00
8/8/2013	Voice	Patel, Nisha (Teva)	Incoming	Nesta, Jim (Mylan)	9:08:28	0:00:07
8/8/2013	Voice	Patel, Nisha (Teva)	Outgoing	Nesta, Jim (Mylan)	9:27:19	0:00:37

1408. As it turned out, Mylan was also in the process of implementing its own price increases on August 9, 2013, on several drugs (including several sold by Teva), and it is likely that Nesta reached out to Patel to coordinate those increases.

1409. **Mylan.** Teva and Mylan were coordinating price increases consistently during this period, including the time leading up to the August 9, 2013, increases. During each step in the process, Teva and Mylan executives kept their co-conspirators apprised of their decisions. The communications were typically initiated by Patel, who asked Green to communicate with Nesta of Mylan and obtain what she referred to as “intel” on many different drugs. But at times, Patel communicated directly with Nesta.

1410. For example, on July 22, 2013, Patel sent Green an e-mail with an attached spreadsheet of “Round 2” increase items. She indicated that she was “seeking intel” for a group of drugs in the attached spreadsheet with a highlighted yellow “x” and included in a column titled “Follow Mylan/Other:”

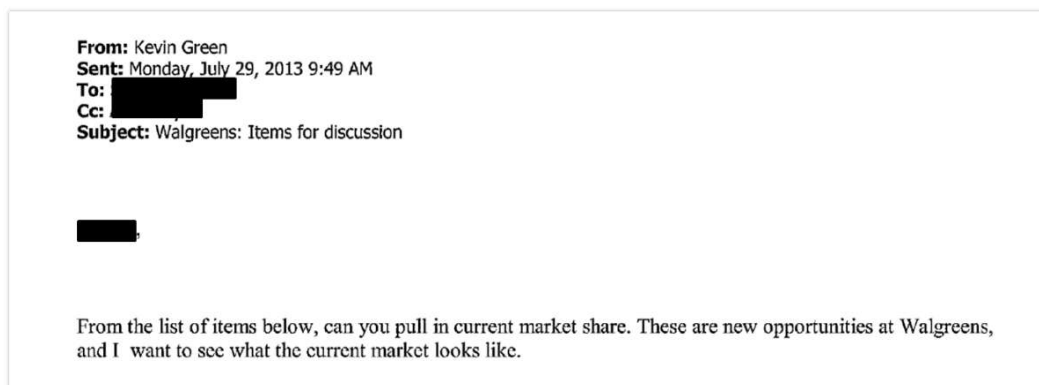
(b)(7)(D)

Product Family	Initial Comments	PM Related	Follow Mylan/Other
Amiloride	Mylan increase; Teva only has HCTZ		x
Diclofenac Tab	Mylan increase; On historical PI list	x	x
Doxazosin Mesylate Tabs	Mylan increase; On historical PI list		x
Enalapril Tab	Mylan increase; On historical PI list--COMPLETED		x
Ketoprofen	Follow Mylan; Deletion candidate; PM related	x	x
Ketorolac	Follow Mylan; Deletion candidate; PM related	x	x
Metoprolol	Mylan increase (Teva does not have 25mg but small sku)		x
Nystatin	Heritage involved follow Mutual deletion candidate PM related	x	x
Pravastatin	Carried over from round 1		x
Sotalol	Mylan increase; On historical PI list		x
Tolmetin Tab	Mylan increase; Teva has 94 share; On historical PI list		x
Verapamil (Isoptin SR)	Mylan increase (lost Kroger and OneStop--to who?)		x

A large majority were Mylan drugs.

1411. The next day – July 23, 2013 – at 4:30 pm, Green and Nesta spoke for more than six (6) minutes. Immediately after hanging up the phone, Green called Patel to convey the intel he had obtained from Mylan. The call lasted more than three (3) minutes.

1412. On July 29, 2013, Green at Teva was approached by a large retail pharmacy asking for bids on several of the drugs that Mylan had increased prices on in early July. Green's first step was to request market share information for those drugs so that Teva could make a decision on how to respond to the customer's inquiry based on the generally accepted understanding regarding fair share:



1413. The next day, July 30, 2013, Patel sent Green the “latest” price increase file as an attachment, saying that she “[f]igured it would help since I’ve changed a few things on you.” Patel

asked Green to obtain additional “market intel” for a group of seven Mylan drugs, some of which varied slightly from the prior spreadsheet.

1414. Following the same consistent pattern, Green and Nesta spoke six (6) times over the next two days. After hanging up from the last call between the two on August 1, 2013, Green called Patel and conveyed the results of his conversations. This series of phone calls is detailed below:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
7/31/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	14:10:33	0:04:52
7/31/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	14:50:57	0:01:09
7/31/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	14:54:39	0:03:21
7/31/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	14:59:57	0:06:53
7/31/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	16:46:59	0:01:27
8/1/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	11:23:47	0:05:48
8/1/2013	Voice	Nesta, Jim (Mylan)	Outgoing	Green, Kevin (Teva)	12:21:43	0:00:59
8/1/2013	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Teva)	12:29:55	0:02:36

1415. In the midst of the phone calls between Green and Nesta on July 31, 2013, Patel sent the following e-mail with “commentary” about the customer request, with a particular focus on balancing Teva’s desire to increase prices against its commitment to adhere to the fair share agreement and how that may affect its market share for certain products sold by Mylan:

From: Nisha Patel02
Sent: Wed 7/31/2013 3:23 PM (GMT-05:00)
To: Kevin Green; [REDACTED] Dave Rekenhale
Cc:
Bcc:
Subject: RE: DELPHI 9429 Walgreens: Items for discussion

My initial commentary...

If we can take on the supply, we can bid on items we have already taken our increase on (bold).

Enalapril: seeking share

Cimetidine: shared with Mylan, but do not have our fair share

Prazosin: shared with Mylan, but do not have our fair share

Nadolol: can pursue additional share (Mylan) for 3-player market

Loperamide: consider it added to the PI candidates list

Fluoxetine: no plans to follow Mylan increase, but have high share in a 7 player market

Diltiazem (R): consider it added to the PI candidates list

There are plans to follow Mylan on the rest. Need to determine how we want to respond on these if we haven't implemented an increase by the time we respond. From what I understand, we have some time.

1416. Based on all of these communications between Teva and Mylan (and at times other competitors), Teva was able to successfully increase price on seven different Mylan drugs on August 9, 2013, as set forth above.

e. *Teva's April 4, 2014 Price Increases*

1417. On April 4, 2014, Teva raised prices on twenty-two (22) different generic drugs. Again, nearly all of these increases were coordinated with a number of Teva's high-quality competitors who by now were familiar co-conspirators, including Defendants Sandoz, Taro, Actavis, Mylan, Lupin and Greenstone. But for this price increase, Teva also began coordinating with some of what it regarded as "lesser-quality" competitors – such as Defendants Breckenridge and Heritage, and non-defendants Versapharm and Rising – as new sources for anticompetitive agreements. For

this price increase, Teva also decided to lead many more price increases – which was riskier for Teva and required even greater coordination with competitors.

1418. Leading more price increases was part of a strategy that Patel memorialized in writing in January of 2014, documenting in many respects the successful strategy that she had implemented in 2013, focused on leveraging Teva’s collusive relationships with high-quality competitors. This strategy was well known, understood, and authorized by individuals at much higher levels at Teva, including Cavanaugh and Rekenthaler, and Patel’s direct supervisor K.G. For example, on January 16, 2014, Patel sent a document to K.G. titled “2014 Pricing Strategy Brainstorm,” where she outlined her plan for implementing price increases:

2014 Pricing Strategy Brainstorm

- Lead more increases
- Candidate Identification:
 - Exclusive items
 - Number of competitors; Target 2-4 total players, where quality of competitor is high
 - Teva has majority share and quality of competitors is high - lead
 - Competitors with long term supply issues
 - Competitors exiting market
 - Low or limited financial exposure
 - Adjust pricing in accordance with volume (secondary, dual, etc)
- Follow market pricing promptly
 - Delayed reactions erode pricing
 - Teva is the market leader. Ability to react to market changes should be reflective of reputation.

1419. Patel began planning for the next round of Teva price increases in early January 2014, shortly after returning to full-time status from maternity leave. On January 14, 2014, Patel sent K.G. a preliminary draft list of price “Increase Potentials Q1 2014.” She stated: “Attached is my list of potential items. Note that they still need to go through the review process.”

1420. The initial list contained drugs sold by Actavis, Lupin and Greenstone, among others. Not surprisingly, Patel was communicating frequently with each of those competitors throughout December 2013 and into early January 2014.

1421. On February 7, 2014, Patel created a formal list of “PI Candidates” in a spreadsheet. In the days leading up to February 7, Patel was feverishly coordinating by phone with a number of different competitors to identify price increase candidates, including at least the following:

Date	Call Type	Target Name	Direction	Contact Name	Duration
2/4/2014	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	0:23:21
2/4/2014	Voice	Patel, Nisha (Teva)	Outgoing	CW-5 (Glenmark)	0:00:00
2/4/2014	Voice	Patel, Nisha (Teva)	Outgoing	CW-5 (Glenmark)	0:00:10
2/4/2014	Voice	Patel, Nisha (Teva)	Outgoing	R.H. (Greenstone)	0:15:53
2/4/2014	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	0:00:22
2/4/2014	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	0:10:04
2/4/2014	Voice	Patel, Nisha (Teva)	Outgoing	Malek, Jason (Heritage)	0:00:00
2/4/2014	Voice	Patel, Nisha (Teva)	Outgoing	Malek, Jason (Heritage)	0:00:29
2/5/2014	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	0:00:11
2/5/2014	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	0:00:04
2/5/2014	Voice	Patel, Nisha (Teva)	Outgoing	R.H. (Greenstone)	0:00:04
2/5/2014	Voice	Patel, Nisha (Teva)	Incoming	Rogerson, Rick (Actavis)	0:30:28
2/5/2014	Voice	Patel, Nisha (Teva)	Incoming	Malek, Jason (Heritage)	1:02:06
2/6/2014	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	0:00:05
2/6/2014	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	0:00:00
2/6/2014	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	0:00:03
2/7/2014	Voice	Patel, Nisha (Teva)	Outgoing	S.C. (Breckenridge)	0:01:20
2/7/2014	Voice	Patel, Nisha (Teva)	Incoming	S.C. (Breckenridge)	0:04:53

1422. Those efforts were successful. By February 26, 2014, Patel had a more refined list of “PI Candidates,” which she forwarded to another colleague for his review. That list included the following drugs and notes about each drug:

Family	Market Notes	Pricing Notes
Clarithromycin ER	Zydus exiting	Raise non-Cardinal customers in accordance with new Cardinal price
OCs	Secondary at ABC	Raise to non-primary pricing/within 10% of primary market sell-refer to Anda intel
Cephalexin OS		Follow Lupin - price points - WS net \$14.70, 23.52, 16.75, 25.13
Azith Susp		Follow GS - price points - WS net \$12.50 on all sku's
Medroxypro Tabs		Follow GS - price points - WS net 8.50, 9.50, 10.50 on 100s
Nadolol (Econdisc only)		Raise to originally planned increase price
Ethosuxamide Liquid	Shared only with Versa; test quality of competitor	
Ethosuxamide Caps	Shared only with Versa; test quality of competitor; UNPROFITABLE	
Cyproheptadine	Shared only with Breckenridge	Follow Breckenridge - price points - WS contract 55.10
Mimvey	Shared only with Breckenridge	Follow Breckenridge - price points - WS contract 96.30
BUDESONIDE	Exclusive	PER PRICING INFORMATION FROM DECEMBER
NIACIN ER	Exclusive but Lupin entering	PER PRICING INFORMATION FROM DECEMBER
Bumetanide	Teva exiting CHECK SALES FOR % INCREASE	Lead market with potential share loss in mind
Divalproex ER	UNPROFITABLE several competitors	
Diffunisal	Shared only with Rising	
Ketoconazole Cream	Shared with Taro and Sandoz	
Ketoconazole Tab	Shared with Taro, Myl and Apo	
Mupirocin Ointment	Shared with Perrigo, GM, Taro, Sandoz	
Theophylline Tab	Shared with Heritage, Major and Inwood	
Nystatin Tab	Shared with Heritage and Mutual/Caraco	
Hydroxyzine Pamoate	Shared with Sandoz and Actavis	
Pentoxil ER	Shared with Apo and Mylan	

Patel continued to refine the list over the next several weeks.

1423. On March 17, 2014, Patel sent a near final version of the “PI Candidates” spreadsheet to K.G. with the statement: “Once you verify these are acceptable, we can finalize for the increase.” In a practice that had now become routine at Teva, Patel and Rekenthaler both were communicating frequently with competitors- in this case Taro, Lupin, Actavis, Greenstone, Zydus, Heritage, and Rising - to coordinate the price increases in the week before Patel sent the price increase list to K.G. At least some of those communications are reflected in the table below:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
3/10/2014	Voice	Rekenthaler, David (Teva)	Outgoing	S.G. (Zydus)	7:46:00	0:02:00
3/10/2014	Voice	Rekenthaler, David (Teva)	Incoming	S.G. (Zydus)	8:23:00	0:16:00
3/10/2014	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	7:59:46	0:00:02
3/10/2014	Text	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	8:00:03	0:00:00
3/10/2014	Voice	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	10:46:30	0:05:08
3/10/2014	Voice	Patel, Nisha (Teva)	Incoming	Malek, Jason (Heritage)	17:48:05	0:00:00
3/10/2014	Voice	Patel, Nisha (Teva)	Incoming	Malek, Jason (Heritage)	17:48:28	0:00:30
3/11/2014	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	9:25:06	0:06:25
3/11/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	15:25:00	0:01:00
3/12/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	12:36:00	0:03:00
3/12/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	12:40:00	0:01:00
3/13/2014	Voice	Patel, Nisha (Teva)	Incoming	R.H. (Greenstone)	13:41:03	0:00:00
3/13/2014	Voice	Patel, Nisha (Teva)	Incoming	R.H. (Greenstone)	13:41:24	0:00:21
3/14/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	8:05:47	0:00:00
3/14/2014	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	8:07:44	0:20:38
3/14/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	8:35:27	0:00:00
3/14/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	8:41:11	0:19:00
3/14/2014	Voice	Patel, Nisha (Teva)	Incoming	Rekenthaler, David (Teva)	9:00:43	0:10:43
3/14/2014	Voice	Patel, Nisha (Teva)	Outgoing	Berthold, David (Lupin)	9:11:50	0:07:54
3/14/2014	Voice	Patel, Nisha (Teva)	Incoming	Rogerson, Rick (Actavis)	9:53:49	0:00:00
3/14/2014	Voice	Patel, Nisha (Teva)	Incoming	Rogerson, Rick (Actavis)	9:54:11	0:00:22
3/14/2014	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	10:31:09	0:12:37
3/14/2014	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	12:36:59	0:05:31
3/14/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	16:11:00	0:01:00
3/15/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	10:27:00	0:11:00
3/17/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	8:57:19	0:05:53
3/17/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	9:06:23	0:05:04
3/17/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Falkin, Marc (Actavis)	10:23:00	0:07:00
3/17/2014	Voice	Patel, Nisha (Teva)	Incoming	Berthold, David (Lupin)	10:26:51	0:07:44
3/17/2014	Voice	Patel, Nisha (Teva)	Outgoing	R.H. (Greenstone)	10:40:04	0:00:05
3/17/2014	Voice	Rekenthaler, David (Teva)	Outgoing	CW-2 (Rising)	10:44:00	0:05:00
3/17/2014	Voice	Rekenthaler, David (Teva)	Outgoing	CW-2 (Rising)	10:56:00	0:03:00
3/17/2014	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	11:07:35	0:00:01
3/17/2014	Text	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	11:08:08	0:00:00
3/17/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Green, Kevin (Zydus)	11:17:00	0:20:00
3/17/2014	Voice	Patel, Nisha (Teva)	Incoming	R.H. (Greenstone)	11:35:28	0:15:25
3/17/2014	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	11:53:08	0:00:00
3/17/2014	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	11:53:31	0:00:05
3/17/2014	Voice	Patel, Nisha (Teva)	Incoming	Rogerson, Rick (Actavis)	12:17:50	0:00:00
3/17/2014	Voice	Patel, Nisha (Teva)	Incoming	Rogerson, Rick (Actavis)	12:18:13	0:00:22
3/17/2014	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	12:19:10	0:19:13
3/17/2014	Voice	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	12:36:50	0:00:00
3/17/2014	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	12:38:42	0:09:51
3/17/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	16:46:25	0:11:13

1424. Rekenthaler had also previously spoken with his contact at Versapharm – Jim Josway, a senior national accounts executive – on January 22, 2014 (a five (5) minute call) and March 7, 2014 (a three (3) minute call) to secure Versapharm’s agreement to follow the Teva increase on

two drugs. Those were the only two identified telephone calls between Rekenthaler and Josway since 2012. As discussed more fully below, Versapharm followed with its own price increase shortly after the Teva increase.

1425. In the days leading up to the price increase, Rekenthaler asked Patel for a list of drugs and competitors associated with each of the increase items so that he could confirm that Teva had successfully coordinated increases with everyone. On April 1, 2014, Patel responded by providing a list of only those drugs where Teva was leading the price increase – i.e., the drugs with the most risk if Teva did not secure an agreement beforehand with a competitor before raising its own price.

1426. Satisfied that Patel and Rekenthaler had confirmed agreement with all the appropriate competitors, on April 4, 2014, Teva increased pricing on various dosage strengths of the following drugs:

Product Description	Lead/Follow	Competitors
AZITHROMYCIN ORAL SUSPENSION	Follow	Greenstone
AZITHROMYCIN SUSPENSION	Follow	Greenstone
BUMETANIDE TABLETS	Lead	Sandoz
CEPHALEXIN SUSPENSION	Follow	Lupin
CLARITHROMYCIN ER TABLETS	Follow	Actavis; Zydus
CYPROHEPTADINE HCL TABLETS 4MG 100	Follow	Breckenridge
DICLOXACILLIN SODIUM CAPSULES	Lead	Sandoz
DIFLUNISAL TABLETS	Lead	Rising
ESTAZOLAM TABLETS	Follow	Actavis
ETHOSUXIMIDE CAPSULES	Lead	Versapharm
ETHOSUXIMIDE ORAL SOLUTION	Lead	Versapharm
HYDROXYZINE PAMOATE CAPSULES	Lead	Sandoz; Actavis
KETOCONAZOLE CREAM 2%	Lead	Taro; Sandoz
KETOCONAZOLE TABLETS	Lead	Taro; Mylan
MEDROXYPROGESTERONE TABLETS	Follow	Greenstone
MIMVEY (ESTRADIOL/NORETH) TAB	Follow	Breckenridge
NYSTATIN ORAL TABLETS	Lead	Heritage; Mutual
PENTOXIFYLLINE TABLETS	Lead	Apotex; Mylan
TAMOXIFEN CITRATE TABLETS	Follow	Actavis
THEOPHYLLINE ER TABLETS 100MG 100	Lead	Heritage

1427. These price increases were all coordinated and agreed to between Teva and its competitors. As was now their standard procedure, Patel and/or Rekenhtaler communicated directly with all of their key competitors in the days and weeks leading up to the increase. Many of those communications are set forth in the graphic below:



1428. Patel and others at Teva again went to great efforts to coordinate these price increases with competitors prior to April 4, 2014 – including during the time that Patel was out on maternity leave. Some illustrative examples of those efforts are set forth below.

1429. Greenstone (Azithromycin Oral Suspension, Azithromycin Suspension, and Medroxyprogesterone Tablets). In November 2013, Greenstone began planning to increase prices on several drugs, including some that overlapped with Teva: Azithromycin Oral Suspension, Azithromycin Suspension and Medroxyprogesterone Tablets. Patel and R.H., a national account executive at Greenstone, were communicating frequently during that time, including exchanging six

(6) text messages on November 16, 2013, and a phone call on November 23, 2013. Because Greenstone was a high-quality competitor, and because the companies had successfully conspired to raise prices previously, it was understood between the two that if Greenstone raised prices Teva would follow and would not seek to poach Greenstone's customers after the increase.

1430. Defendant Pfizer was directly involved in the approval process for these price increases. On November 18, 2013 – only two days after Patel and R.H. exchanged six (6) text messages – a senior pricing executive at Greenstone sent an e-mail to Greenstone's General Manager seeking approval to implement the price increases. The General Manager approved of the price increases the next day but indicated that he had sent a message to a senior Pfizer executive for sign off. He wanted "to socialize this with him" and let him know that the price increases that Greenstone was seeking to take were consistent with the other price increases currently happening with great frequency in the U.S. generic industry. Part of that socialization process included explaining the strategy behind the price increases. Pfizer approved the price increases on November 22, 2013. The next day, Patel spoke to R.H. at Greenstone for nearly one (1) minute.

1431. On December 2, 2013 - the same day that Greenstone was slated to send out notices of the price increases to its customers - Patel spoke to R.H. at Greenstone three times within a span of twenty (20) minutes, as set forth below:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
12/2/2013	Voice	Patel, Nisha (Teva)	Outgoing	R.H. (Greenstone)	14:02:54	0:00:05
12/2/2013	Voice	Patel, Nisha (Teva)	Incoming	R.H. (Greenstone)	14:10:13	0:06:09
12/2/2013	Voice	Patel, Nisha (Teva)	Incoming	R.H. (Greenstone)	14:18:50	0:01:37

1432. After the last of those three calls, Patel sent an e-mail to several colleagues at Teva notifying them of an impending Greenstone price increase - one that would not be effective for another month:

From: Nisha Patel02
Sent: Mon 12/02/2013 2:23 PM (GMT-05:00)
To: [REDACTED]
Cc: [REDACTED]; Dave Rekenhale
Bcc:
Subject: Azithro OS Price Increase

FYI, I'm hearing that Greenstone just announced an increase on Azithromycin Oral Suspensions, effective January 1st. Please take this into consideration for bid requests we may receive.

1433. On December 5, 2013, Patel continued to communicate with R.H. about the Greenstone increases, and how Teva would react to unsolicited customer requests for bids – leaving two voicemails. The next day, Patel sent another e-mail to K.G. about Azithromycin Suspension:

From: Nisha Patel02
Sent: Fri 12/06/2013 11:33 AM (GMT-05:00)
To: [REDACTED]
Cc:
Bcc:
Subject: Azithro Susp Question

[REDACTED]

I mentioned earlier in the week that Greenstone took an increase that is effective January 1st. (As a reminder, I intend to add these items to my list of potential price increases for Q1 2014.)

Since the new pricing requires a WAC increase, I am inclined to decline to bid at this time. Further, in a 2 player market, we have 54% share and this includes a gain of ~4% in June.

Do you agree with the "decline to bid at this time" approach?

1434. K.G. agreed with Patel's recommendation. Later that day, J.L. of Teva sent the following notice to several Teva colleagues:

From: [REDACTED]
Sent: Friday, December 06, 2013 2:27 PM
To: [REDACTED]
Cc: [REDACTED] Nisha Patel02
Subject: RE: Giant Eagle Cephalexin Offer

We've been informed that we will not be pursuing any business at this time on the Azithromycin OS.

As Greenstone recently took a price increase that will not be visible to the market until January, it's been decided to hold off until that time. Once the information is available, we will consider a price increase and then attempt to revisit the opportunities.

The request was left open to see if we could supply for internal purposes only.

Please inform the customer that we are unable to provide an offer at this time.

That same day, Teva declined to bid on Azithromycin at multiple customers.

1435. Over the next several months – during the period of time before Teva followed Greenstone's price increases – Teva continued to refuse to bid (and avoid taking Greenstone's market share) when requested by customers, for both Azithromycin formulations and Medroxyprogesterone Tablets. For example, on January 27, 2014, Teva was approached by a large wholesaler asking for bids on both Azithromycin Suspension and Medroxyprogesterone due to a "Change in Market Dynamics." After speaking with R.H. of Greenstone for more than five (5) minutes that same day, Patel agreed with the recommendation not to provide a bid to that customer.

1436. Similarly, on March 17, 2014 – which was the same day that Patel sent a nearly final price increase list to K.G. – Teva was approached by another wholesaler requesting a lower price for Azithromycin Oral Suspension. A national account executive at Teva asked Patel: "Can we provide any better pricing than Greenstone? . . . I know we have picked up our target share." Patel had spoken with R.H. of Greenstone twice earlier that day, including one call lasting more than fifteen (15) minutes. Patel's response to the national account executive was: "Let's talk tomorrow."

1437. Consistent with the understanding between the two companies, Teva followed Greenstone's price increases for Azithromycin Oral Suspension, Azithromycin Suspension and Medroxyprogesterone Tablets on April 4, 2014. Patel spoke twice with R.H. from Greenstone that same day.

1438. Actavis (Clarithromycin ER Tablets, Tamoxifen Citrate and Estazolam). Teva and Actavis were coordinating about several drugs increased by Teva on April 4, 2014. One of them was Clarithromycin ER Tablets. As of December 2013, Teva, Actavis and Zydus were the only three generic manufacturers actively selling Clarithromycin ER.

1439. On December 30, 2013, however, Cardinal approached Teva looking for a bid on Clarithromycin ER because Zydus was exiting the market. Teva informed Cardinal that it would not have adequate supply to be able to take on this additional market share until April 2014, but if Cardinal could wait until then for Teva to supply, Teva would make an offer. Cardinal agreed.

1440. The Cardinal bid request was forwarded to Patel on the morning of January 2, 2014. At 9:37 am that morning, L.R., a customer marketing manager at Teva, suggested providing an offer to Cardinal at "10% under market intel pricing for [the] Watson/Actavis product." L.R. also stated: "[i]f Cardinal is willing to wait until April, I suspect that Actavis isn't interested in picking up a lot of additional share."

1441. Immediately after receiving that e-mail, at 9:40 am, Patel called Rogerson at Actavis and the two spoke for more than seventeen (17) minutes. Shortly after hanging up the phone with Rogerson, at 10:12 am, Patel responded to the e-mail, saying: "I think we have an opportunity to go higher. Let's aim for around \$148 net and request feedback."

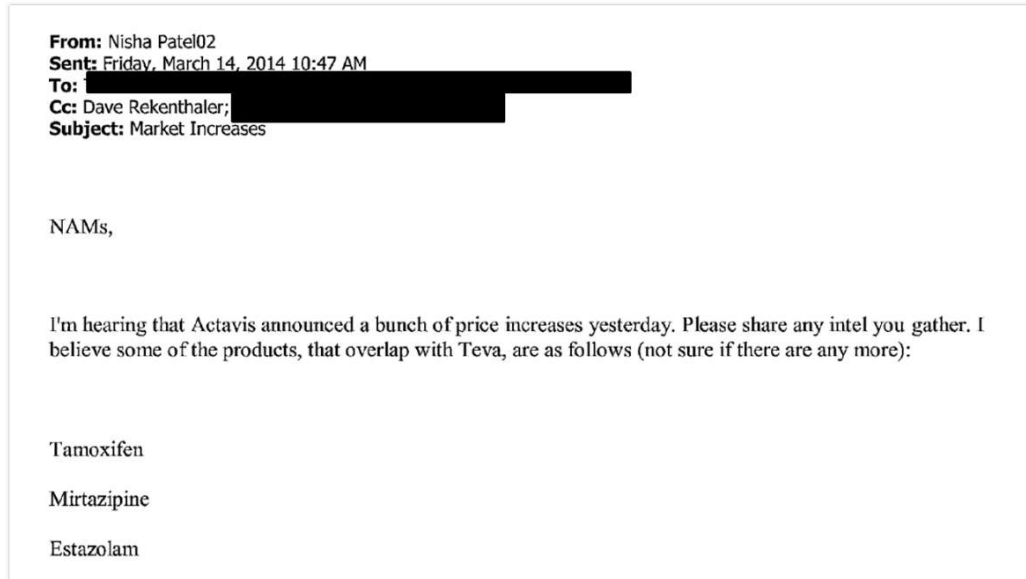
1442. On January 9, 2014, Teva learned that Cardinal had accepted Teva's bid at the higher price. At 9:19 am that morning, Patel called Rogerson at Actavis and they spoke for more than six (6) minutes. Shortly after that call, at 9:45 am, Patel sent an e-mail internally at Teva stating: "It

looks like Cardinal accepted our bid at the higher price. We may have an opportunity to take some increases.”

1443. When Patel sent her supervisor the initial list of “Increase Potentials Q1 2014” on January 14, 2014, Clarithromycin ER was on the list.

1444. Similarly, in March 2014, Actavis implemented its own price increase on several other drugs, including some that overlapped with Teva. Consistent with the ongoing understanding between these high-quality competitors, Actavis understood that Teva would follow the increases or, at a minimum, would not poach Actavis customers after the increase.

1445. Following a now very familiar pattern, at 9:54 am on March 14, 2014, Rogerson called Patel and left a message. Patel called Rogerson back at 10:31 am, and the two spoke for more than twelve (12) minutes. Within minutes after hanging up with Rogerson, Patel informed others at Teva about the Actavis increase:



1446. In actuality, these increases would not become effective until April 15, 2014, again demonstrating that Teva knew in advance of its competitors' price increase plans.

1447. Within half an hour of sending that e-mail, Patel instructed colleagues to add the Actavis drugs to the Teva price increase list. She added: “We intend to follow where we can.”

1448. Less than two hours later, at 12:37 pm, Patel called Rogerson again. They spoke for more than five (5) minutes. Shortly after hanging up the phone, at 12:51 pm, Patel wrote another e-mail to certain colleagues at Teva, stating: “Actavis took an increase. We will follow. We need to review price per my alert list. Let’s wait to see what intel we can get and discuss Monday.”

1449. First thing the next business day – which was the following Monday, March 17, 2014 – Patel forwarded the “PI Candidates” list to K.G. at Teva. The list included both Tamoxifen Citrate and Estazolam. Later that morning, Patel called Rogerson. After quickly exchanging voicemails, they spoke for more than nineteen (19) minutes. Rekenhtaler of Teva and Falkin of Actavis also exchanged four (4) text messages that day and had one call lasting more than six (6) minutes.

1450. Teva followed the Actavis price increases on Tamoxifen Citrate and Estazolam less than three weeks later, on April 4, 2014. Patel and Rogerson spoke twice by phone that day. Rekenhtaler and Falkin also spoke by phone that day. Because Teva was able to follow the price increase so quickly, Teva’s increase became effective even before the Actavis price increase for those drugs.

1451. After the price increases became effective, Teva took consistent steps not to disrupt the market or steal market share from Actavis. For example, on May 14, Patel declined to bid at ABC on both Tamoxifen Citrate and Estazolam, stating: “unable to bid (strategic reasons, for internal purposes).” When Patel and her other conspirators at Teva used the term “strategic” in this context, it was code for the fact that there was an understanding in place with a competitor.

1452. Similarly, on May 21, 2014, Teva received a request from a large customer for a bid on Tamoxifen Citrate. As of that date, Teva had 58.4% of the market, and Actavis had 40.7%. A Teva analyst forwarded the request to Patel and others, recommending (pursuant to the fair share

understanding in the industry) that Teva not bid “as we are first in a two-player market with good share already.” Patel responded: “Agree. We should decline to bid.”

1453. Mylan, which had temporarily discontinued tamoxifen citrate tablet sales in October 2013 due to technical issues, planned to re-launch in June 2014. In accordance with the fair share agreement, Teva employees internally discussed which customer or customers to concede to Mylan.

1454. Multiple Manufacturers (Ketoconazole Cream and Tablets). As discussed in more detail above, Teva’s Nisha Patel coordinated with Taro and Sandoz on Ketoconazole cream and with Taro, Mylan, and Apotex on Ketoconazole Tablets to increase prices in April 2014.

f. *Taro’s June 2014 Increases*

1455. Shortly thereafter, in June 2014, Taro increased pricing on several different products (the “June 2014 Increases”). As a result of these increases, Taro expected approximately \$289 million in additional revenues. Several of these products, their corresponding WAC increases, and Taro’s competitors are detailed in the chart below:

PRODUCT DESCRIPTION	LARGEST % WAC INCREASE	COMPETITORS
Carbamazepine Tablet	2337%	Teva, Torrent, Apotex
Carbamazepine Chewable Tablet	392%	Teva, Torrent
Carbamazepine Extended Release Tablet	23%	Sandoz
Clobetasol Propionate Cream	2138%	Sandoz, Hi-Tech, Actavis (entered in Mar 2015)
Clobetasol Propionate Emollient Cream	1011%	Sandoz, Hi-Tech
Clobetasol Propionate Gel	2008%	Sandoz, Hi-Tech, Perrigo
Clobetasol Propionate Ointment	2316%	Sandoz, Hi-Tech
Clobetasol Propionate Solution	953%	Sandoz, Hi-Tech, Wockhardt
Clobetasol Propionate Lotion	65%	Actavis, Perrigo
Clotrimazole Topical Solution	208%	Teva
Fluocinonide Cream .05%	754%	Teva
Fluocinonide Emollient Cream	430%	Teva
Fluocinonide Gel	491%	Teva, Sandoz
Fluocinonide Ointment	483%	Teva
Hydrocortisone Valerate Cream	44%	Perrigo
Phenytoin Sodium Extended Release Capsule	210%	Amneal, Mylan, Sun
Warfarin Sodium Tablet	220%	Teva, Zydus, Upsher-Smith

1456. As it had done in the past, Taro communicated with several of its competitors in advance of the June 2014 Increases and, consistent with their ongoing understandings, the competitors agreed to follow with comparable price increases of their own.

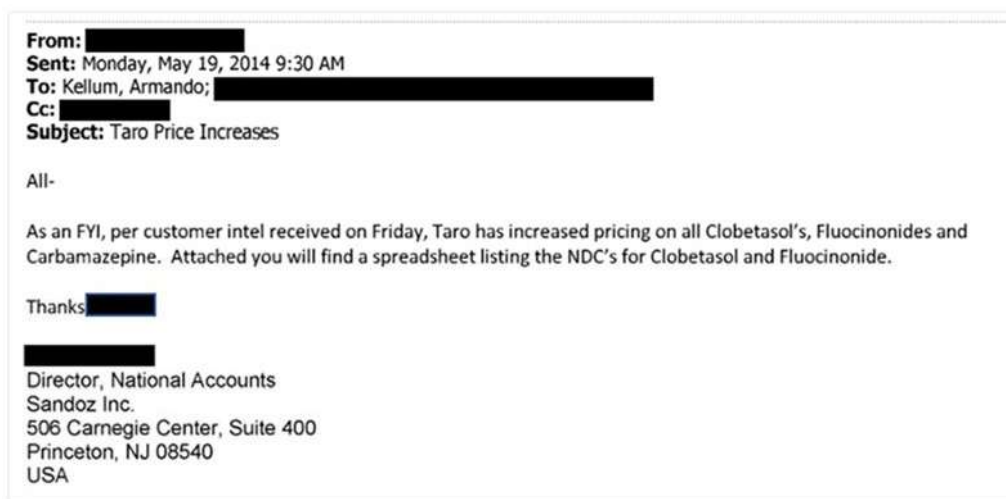
1457. For example, on May 14, 2014, Taro had finalized its list of products to include in the June 2014 Increases and Aprahamian forwarded the list to K.S., a senior executive at Taro, for his review and approval. That same day, Aprahamian exchanged eight (8) text messages and one five (5) minute phone call with Patel of Teva. Taro overlapped with Teva on seven (7) of the June 2014 Increase products – including Fluocinonide, Carbamazepine, Clotrimazole, and Warfarin.

1458. After speaking with Aprahamian, Patel directed a colleague to create a list of future Teva price increase candidates, based on a set of instructions and data she had given to her Teva colleague. On May 28, 2014, that colleague sent her a list titled “2014 Future Price Increase Candidate Analysis.” The list included several drugs from Taro’s June 2014 Price Increase list – with the notation “Follow/Urgent” listed as the reason for the increase. Notably, however, Taro had not yet increased prices on those drugs or notified its customers that it would be doing so. The relevant portions of that spreadsheet are set forth below:

Item Description	Product Family	BUCKET
CARBAMAZEPINE TABLETS 200MG 100	CARBAMAZEPINE TABLETS	Follow/Urgent
CARBAMAZEPINE TABLETS 200MG 1000	CARBAMAZEPINE TABLETS	Follow/Urgent
CLOTRIMAZOLE TOPICAL SOLUTION 1% 10ML	CLOTRIMAZOLE TOPICAL SOLUTION	Follow/Urgent
CLOTRIMAZOLE TOPICAL SOLUTION 1% 30ML	CLOTRIMAZOLE TOPICAL SOLUTION	Follow/Urgent
FLUOCINONIDE CREAM 0.05% 15GM	FLUOCINONIDE CREAM	Follow/Urgent
FLUOCINONIDE CREAM 0.05% 30GM	FLUOCINONIDE CREAM	Follow/Urgent
FLUOCINONIDE CREAM 0.05% 60GM	FLUOCINONIDE CREAM	Follow/Urgent
FLUOCINONIDE CREAM-E 0.05% 15GM	FLUOCINONIDE E CREAM	Follow/Urgent
FLUOCINONIDE CREAM-E 0.05% 30GM	FLUOCINONIDE E CREAM	Follow/Urgent
FLUOCINONIDE CREAM-E 0.05% 60GM	FLUOCINONIDE E CREAM	Follow/Urgent
FLUOCINONIDE GEL 0.05% 60GM	FLUOCINONIDE TOPICAL GEL	Follow/Urgent
FLUOCINONIDE OINTMENT 0.05% 15GM	FLUOCINONIDE OINTMENT	Follow/Urgent
FLUOCINONIDE OINTMENT 0.05% 30GM	FLUOCINONIDE OINTMENT	Follow/Urgent
FLUOCINONIDE OINTMENT 0.05% 60GM	FLUOCINONIDE OINTMENT	Follow/Urgent

1459. Similarly, on Friday May 15, 2014, the day after Taro finalized its June 2014 Increase list, Aprahamian called CW-3 of Sandoz and the two competitors spoke for fifteen (15) minutes. Taro overlapped with Sandoz on seven of the June 2014 Increase products – including

Carbamazepine ER Tablets and various formulations of Clobetasol Propionate. The following Monday, on May 19, 2014, CW-3 sent an internal e-mail, including to Kellum and CW-1, advising them of the Taro increases:



1460. Notably, the source of the information was not “a customer,” but his competitor, Aprahamian. Further, Taro had not yet increased pricing on these products and would not do so for another several weeks. Later that day, CW-3 called Aprahamian. The call lasted one (1) minute.

1461. Further, on May 27, 2014, Aprahamian exchanged three calls with M.C., a sales executive at Wockhardt, including one call lasting nine (9) minutes. Taro overlapped with Wockhardt on one June 2014 Increase product – Clobetasol Solution. That same day, ABC reached out to C.U., a sales executive at Taro, asking for a bid on Clobetasol Solution because Wockhardt was having issues with the FDA. Having spoken with M.C. earlier in the day and knowing that the competitors had discussed coordinating a price increase on the product, Aprahamian responded, “nothing is confirmed yet. Don’t want to send any communication out just yet. We will certainly keep our eyes on it.”

1462. On June 2, 2014, Taro sent letters to its customers notifying them of the June 2014 Increases. The next day, on June 3, 2014, Taro published new WAC pricing for the affected

products. In the days leading up to these actions by Taro, and in the days that followed, Aprahamian and Perfetto reached out to their competitors -- Sandoz, Perrigo, Actavis, Teva, Hi-Tech, Wockhardt, Mylan, and Amneal -- to discuss the increases and limit competition between them. These communications are detailed in the chart below:

Teva: Aprahamian speaks to Patel on 5/14, 6/3, 6/4	Sandoz: Aprahamian speaks to CW-3 on 5/15, 5/19, 5/27, 5/28, 6/3, 6/4, 6/6 (2 calls)	Hi-Tech: Aprahamian speaks to E.B. on 6/6 (2 calls), 6/9 (2 calls)	Actavis: Aprahamian speaks to Falkin on 6/4 (2 calls) and M.D. on 6/4; Perfetto speaks to M.D. on 6/6
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PRODUCT DESCRIPTION	COMPETITORS
Carbamazepine Tablet	Teva, Torrent, Apotex
Carbamazepine Chewable Tablet	Teva, Torrent
Carbamazepine Extended Release Tablet	Sandoz
Clobetasol Propionate Cream	Sandoz, Hi-Tech, Actavis (entered in Mar 2015)
Clobetasol Propionate Emollient Cream	Sandoz, Hi-Tech
Clobetasol Propionate Gel	Sandoz, Hi-Tech, Perrigo
Clobetasol Propionate Ointment	Sandoz, Hi-Tech
Clobetasol Propionate Solution	Sandoz, Hi-Tech, Wockhardt
Clobetasol Propionate Lotion	Actavis, Perrigo
Clotrimazole Topical Solution	Teva
Fluocinonide Cream .05%	Teva
Fluocinonide Emollient Cream	Teva
Fluocinonide Gel	Teva, Sandoz
Fluocinonide Ointment	Teva
Hydrocortisone Valerate Cream	Perrigo
Phenytoin Sodium Extended Release Capsule	Amneal, Mylan, Sun
Warfarin Sodium Tablet	Teva, Zydus, Upsher-Smith

Perrigo: Perfetto speaks to Boothe on 6/3 (4 calls)	Wockhardt: Aprahamian speaks to M.C. on 5/27 (3 calls)	Amneal: Aprahamian speaks to S.R. on 6/6 (2 calls)	Mylan: Aprahamian speaks to M.A. on 6/4, 6/6, and 6/9
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1463. After receiving notification of the increases, several customers complained to Taro about the size of the increases. However, confident in their strategy – and the strength of the ongoing understandings they had with their competitors – Aprahamian advised his colleagues that Taro should stay the course and stick with the plan.

1464. For example, on June 24, 2014, McKesson e-mailed Taro stating, “[i]f you take the price increase, we will need to re-evaluate your awards as there are lower priced alternatives. You stand to lose your awards on all the price increase products. Please confirm that you are moving

forward with the price increase.” Elizabeth Guerrero, a Taro sales executive, forwarded McKesson’s e-mail to Aprahamian who responded, “[w]e are fine, we have done this before. We always have risk. Will call Jason.” Guerrero replied, “[w]hat do you want me to do?” and Aprahamian stated, “[c]all her and explain national increase. Our PI stands.”

1465. Similarly, on June 27, 2014, ABC sent out a request for bids on multiple products, including several that Taro had increased prices on, and cited the reason as “Change In Market Dynamics.” C.U., a sales executive at Taro, forwarded the ABC request along internally, stating that he had left a message with the ABC representative to discuss the request. A.L., a Taro pricing executive, responded: “No no, don’t need to call yet, these are our products. They are looking to see if they can get better pricing as a result of recent adjustment. Talk to Ara first, this might be where we just stay put and wait.” To that, Aprahamian replied: “Correct . . . these are our products They have our price, just a matter if anyone else will take our business.”

1466. Sandoz also received the ABC request on June 27, 2014. Kellum forwarded it along internally, including to CW-1, stating simply: “Price in teases.” Although CW-1 already knew that Taro had increased prices, he responded to Kellum’s e-mail asking, “[w]ho increase[d] [C]lobetasol?” Kellum replied, “Taro” and CW-1 quickly answered, “I was kidding. I say we go after CVS.” Kellum responded sarcastically: “LOL Great thinking!” Of course, and consistent with past practice and the ongoing understanding between the two competitors, Kellum and CW-1 did not want bid at CVS. Further, on July 1, 2014, Kellum e-mailed the larger Sandoz team about the ABC request stating, “[i]t seems obvious these are price increase related. I do not want to bud[sic] under these circumstances. We need to understand the situation and see if we can maximize the opportunity rather than punishing the incumbent.”

1467. Not surprisingly given Taro’s understandings with its competitors, on July 11, 2014, ABC e-mailed C.U. to advise him that Taro had retained all of its business at ABC because “[n]o one

bid on your products.” C.U. forwarded the e-mail along to Aprahamian, stating excitedly, “FYI!” Aprahamian then forwarded the e-mail to Perfetto stating: “Read trail below”

1468. Consistent with past practice, and their ongoing understandings, the competitors uniformly followed the July 2014 Increases and matched Taro’s increased WAC pricing. These competitor price increases, and their corresponding dates, are detailed in the chart below:

Drug	Competitors	Lead/Followed	Date Action
Carbamazepine Tablet	Apotex	Followed	7/11/14
	Teva	Followed	8/28/14
	Torrent	Followed	9/12/14
Carbamazepine Chewable Tablet	Teva	Followed	8/28/14
	Torrent	Followed	9/12/14
Carbamazepine Extended Release Tablet	Sandoz	Followed	8/26/14
Clobetasol Propionate Cream	Sandoz	Followed	7/18/14
	Hi-Tech	Followed	8/9/14
Clobetasol Propionate Emollient Cream	Sandoz	Followed	7/18/14
	Hi-Tech	Followed	8/9/14
Clobetasol Propionate Gel	Sandoz	Followed	7/18/14
	Hi-Tech	Followed	8/9/14
Clobetasol Propionate Ointment	Sandoz	Followed	7/18/14
	Hi-Tech	Followed	8/9/14
Clobetasol Propionate Solution	Sandoz	Followed	7/18/14
	Hi-Tech	Followed	8/9/14
	Wockhardt	Followed	9/2/14
Clotrimazole Solution	Teva	Followed	8/28/14
Fluocinonide Cream .05%	Teva	Followed	7/1/14
Fluocinonide Emollient Cream	Teva	Followed	7/1/14
Fluocinonide Gel	Teva	Followed	7/1/14
	Sandoz	Followed	10/10/14
Fluocinonide Ointment	Teva	Followed	7/1/14
Hydrocortisone Valerate Cream	Perrigo	Followed	7/24/14
Phenytoin Sodium Extended Release Tablets	Sun	Followed	7/14/14
	Mylan	Followed	7/16/14
	Amneal	Followed	9/1/14
Warfarin Sodium Tablet	Zydus	Followed	6/13/14
	Teva	Followed	8/28/14

1469. The products on which Taro and Teva conspired are discussed in further detail in this Complaint.

g. *August 28, 2014 Price Increases*

1470. On August 28, 2014, Teva raised prices on a number of different drugs, including those set forth below:

Product Description	Competitors	% WAC Increase
AMILORIDE HCL/HCTZ TABLETS	Mylan (88%)	50%
AMOXICILLIN/CLAV CHEW TABLETS	Sandoz (34%)	25%
CARBAMAZEPINE CHEWABLE TABLETS	Taro (5.9%); Torrent (24.9%)	270%
CARBAMAZEPINE TABLETS	Taro (5.2%); Torrent (3.2%); Apotex (3%)	1538%
CIMETIDINE TABLETS	Mylan (58%); Apotex (0.4%)	25%
CLEMASTINE FUMARATE TABLETS	Sandoz (13%)	45%
CLOTRIMAZOLE TOPICAL SOLUTION	Taro (5.4%)	208%
DESMOPRESSIN ACETATE TABLETS	Actavis (43%)	75%
DICLOFENAC POTASSIUM TABLETS	Mylan (37%); Sandoz (13.5%)	50%
DISOPYRAMIDE PHOSPHATE CAPSULES	Actavis (47%)	100%
ENALAPRIL MALEATE TABLETS	Mylan (30%); Wockhardt (22.5%)	230%
EPITOL TABLETS	Taro (5.2%); Torrent (3.4%); Apotex (3%)	1538%
FLURBIPROFEN TABLETS	Mylan (41%)	75%
FLUTAMIDE CAPSULES	Par (33%); Actavis (26.8%)	140%
FLUVASTATIN SODIUM CAPSULES	Mylan (82%)	32%
HYDROXYUREA CAPSULES	Par (64%)	37%
LOPERAMIDE HCL CAPSULES	Mylan (56%)	25%
PENICILLIN VK TABLETS	Sandoz (26%); Northstar (5.3%); Dava (4%); Aurobindo (3.6%); Greenstone (2%)	100%
PRAZOSIN HCL CAPSULES	Mylan (71%); Mylan Inst. (0.5%)	21%
PROCHLORPERAZINE TABLETS	Mylan (35%); Cadista (30.3%); Sandoz (11%); Mylan Inst. (0.3%)	0%
TOPIRAMATE SPRINKLE CAPSULES	Zydus (81%); Actavis (3.5%)	0%
WARFARIN SODIUM TABLETS 10MG 100	Taro (5.7%); Zydus (16.2%); Upsher-Smith (5%); Amneal (0.4%)	5%

1471. Following the normal pattern, in the days and weeks leading up to the price increase, Patel and Rekenhaller were communicating with every high-quality competitor on those drugs to coordinate the increases in advance. Those communications included communications between Teva and Mylan regarding Amiloride HCL/HCTZ Tablets; between Teva and Sandoz regarding Amoxicillin/Clavulanate Chewable Tablets; between Teva and Taro regarding Carbamazepine Chewable Tablets; between Teva, Taro, and Apotex regarding Carbamazepine Tablets; between Teva and Mylan regarding Cimetidine Tablets; between Teva and Sandoz regarding Clemastine Fumarate Tablets; between Teva and Taro regarding Clotrimazole Topical Solution; between Teva and Actavis regarding Desmopressin Acetate Tablets; between Teva, Mylan, and Sandoz regarding Diclofenac Potassium Tablets; between Teva and Actavis regarding Disopyramide Phosphate

Capsules; between Teva, Mylan, Taro, and Wockhardt regarding Enalapril Maleate Tablets; between Teva, Apotex, and Taro regarding Eptol Tablets; between Teva and Mylan regarding Flurbiprofen Tablets; between Teva, Actavis, and Par regarding Flutamide Capsules; between Teva and Mylan regarding Fluvastatin Sodium Capsules; between Teva and Par regarding Hydroxyurea Capsules; between Teva and Mylan regarding Loperamide HCL Capsules; between Teva, Aurobindo, and Sandoz regarding Penicillin VK Tablets; between Teva and Mylan regarding Prazosin HCL Capsules; between Teva, Mylan, and Sandoz regarding Prochlorperazine Tablets; between Teva, Actavis, and Zydus regarding Topiramate Sprinkle Capsules; and between Teva, Amneal, Taro, Upsher-Smith, and Zydus regarding Warfarin Sodium Tablets.

1472. At least some of those communications are set forth in the graphic below:



1473. The day before the increase became effective – August 27, 2014 – Patel spent most of her morning discussing the price increases with her contacts at Sandoz, Actavis, Taro, Zydus and Glenmark:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
8/27/2014	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	7:11:03	0:11:13
8/27/2014	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	8:02:19	0:00:00
8/27/2014	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	8:02:42	0:00:03
8/27/2014	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	8:27:27	0:02:25
8/27/2014	Voice	Patel, Nisha (Teva)	Outgoing	CW-1 (Sandoz)	8:31:03	0:00:33
8/27/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	8:32:42	0:20:31
8/27/2014	Voice	Patel, Nisha (Teva)	Incoming	Rogerson, Rick (Actavis)	8:41:01	0:00:00
8/27/2014	Voice	Patel, Nisha (Teva)	Incoming	Rogerson, Rick (Actavis)	8:41:06	0:00:25
8/27/2014	Voice	Patel, Nisha (Teva)	Outgoing	Rogerson, Rick (Actavis)	8:58:01	0:16:23
8/27/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	9:23:26	0:18:34
8/27/2014	Voice	Patel, Nisha (Teva)	Outgoing	Brown, Jim (Glenmark)	10:34:34	0:00:06
8/27/2014	Voice	Patel, Nisha (Teva)	Incoming	Brown, Jim (Glenmark)	16:29:08	0:07:52
8/27/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	17:09:15	0:00:06

1474. In addition to those phone communications noted above, representatives from Teva and every other defendant met in Boston, Massachusetts shortly before the increase, from August 23-26, 2014, for the NACDS annual event, which was the largest pharmaceutical industry meeting of the year. Cavanaugh, Rekenhaller and Patel, along with many other Teva executives, as well as executives from every other Defendant, attended.

1475. For those few drugs where the phone records do not identify direct communications between Teva executives and their competitors, these executives, at a minimum, communicated through other competitors.

1476. For example, with regard to Enalapril, Patel was speaking to Aprahamian at Taro as shown above. Aprahamian, in turn, spoke to M.C., the Vice President of Sales and Marketing at Wockhardt, on August 8, 2014, for thirteen (13) minutes, and again twice on August 14, 2014, including one call lasting eight (8) minutes.

1477. Similarly, with regard to the drug Prochlorperazine, Rekenthaler communicated with Nesta at Mylan on August 7 and August 11, as shown above. Nesta, in turn, communicated with M.D., a senior sales executive at Cadista Pharmaceuticals, on the same days that he had been communicating with Rekenthaler.

1478. A large number of the drugs on Teva's August 28, 2014, price increase list were selected because Teva was following a "high quality" competitor. The coordination between Teva and certain co-conspirators regarding those drugs is discussed more fully below.

i. Mylan

1479. Effective April 17, 2014, Mylan increased its WAC pricing on a number of different drugs, including several that overlapped with Teva. Mylan also increased its contract prices, but at least some of those price increases would not become effective until mid-May 2014.

1480. Pursuant to the established understanding between the two companies, Teva immediately decided that it would follow the Mylan increases. On April 21, 2014, T.S., a national account executive at Teva, forwarded to Patel two spreadsheets with WAC and AWP pricing information for the price increases taken by Mylan. The spreadsheets were created by Mylan personnel.

1481. Patel, in turn, forwarded the e-mail to the Teva sales team and stated: "Our intention is to follow Mylan on this increase. Below, you will see the list of increase items where Teva overlaps with Mylan. Please share any pricing intelligence you are able to obtain. Thank you in advance!" The list that Patel referred to included the following products, several of which had been the subject of coordinated price increases in 2013 as well: Amiloride HCL/HCTZ Tablets; Cimetidine Tablets; Enalapril Maleate Tablets; Fluvastatin Sodium Capsules; Loperamide HCL Capsules; Prazosin HCL Capsules; and Sotalol Hydrochloride Tablets.

1482. Within days, Teva began receiving requests from its customers for bids due to the Mylan price increases. On April 24, 2014, Patel began to formulate a “Mylan Increase Strategy” in order to respond to those requests but noted that Teva was “still awaiting intel” about the Mylan customer contract price points, which were not publicly available. Previously, Patel had relied on Kevin Green to obtain specific Mylan customer price points (referred to as “intel”) through his communications with Nesta of Mylan, which she used to follow Mylan’s pricing. The next day, in a follow-up e-mail about the Mylan strategy, Patel noted that one of her Mylan increase strategies would not have been appropriate for this situation, and concluded that: “Plus, we really need some intel” about the Mylan contract price points.

1483. Patel continued to push for specific contract price points from Mylan. On April 28, 2014, Patel sent an e-mail to the Teva sales team, stating: “To date, we have no intel on Mylan’s recent increases. I realize there is a lot of travel going on, but whatever you can gather and share would be greatly appreciated.”

1484. On May 9, 2014, Patel sent another e-mail:

From: Nisha Patel02
Sent: Fri 5/09/2014 9:55 AM (GMT-05:00)
To: [REDACTED]
Cc: Dave Rekenhale; [REDACTED]
Bcc:
Subject: Mylan Increase Intel

NAMs,

Sorry to be so persistent, but we have not received any Mylan price increase intelligence yet. Whatever you can gather and provide would be greatly appreciated. Our intention is to become better, quicker followers, but without intel, we are unable to do so.

In fact, I cannot see Teva being able to follow in the next round of mass price changes (without any price points) at this point. Of course we can always follow by guessing, but it could cause needless price disruption in the market.

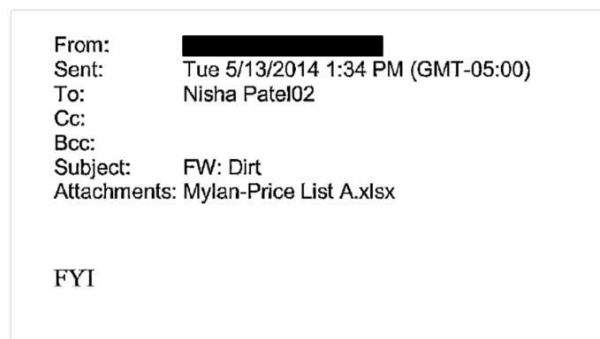
Please send any intel to me and Tom.

1485. Shortly after receiving that e-mail – at 11:15 am that morning – Rekenthaler called Nesta at Mylan and left a message. Nesta returned the call at 11:23 am, and the two spoke for nearly eight (8) minutes.

1486. Separately, and before Rekenthaler was able to convey any information he had obtained, Patel forwarded a customer request from ABC (relating to the Mylan increase items) directly to T.S. at Teva, lamenting the absence of Green to obtain the Mylan intel:

I am in a really tough spot on these. Please help! There are several requests open for offers, but I have ZERO intel. A little frustrating/discouraging, as we are bound to hear complaints on how long it took to close the Delphi request. Is there anything you are able to get to help when you are back? . . . At some point, I know I'll have to find another source of magic :))

1487. The next day, T.S. sent Patel an e-mail with an attached spreadsheet listing the Mylan contract price points for all of the recent increases:



1488. The e-mail was unclear on where T.S. had obtained this “dirt,” but the spreadsheet attached to her e-mail was created by a Mylan employee.

1489. Rekenthaler and Nesta spoke again on May 20, 2014. Armed with this new source of “intel,” Patel was more confident that Teva could follow the Mylan price increases exactly, without disrupting the market. That same day, as Patel began to create a new list of Teva price increase candidates, she instructed a colleague to include the Mylan increase drugs – with specific price points

– as its own separate tab in the spreadsheet, called “follow.” Her colleague provided the list, as requested, on May 21.

1490. On May 27, 2014, Rekenhaller and Nesta spoke twice, including one call lasting nearly four (4) minutes. By May 28, Teva had a much more comprehensive list of price increase items. On that list, seven of the Mylan items were prominently listed with a “Follow Urgent” notation listed next to each:

Item Description	BUCKET	Comments
AMILORIDE HCL/HCTZ TABLETS 5/50MG 100	Follow/Urgent	Follow Mylan Increase
AMILORIDE HCL/HCTZ TABLETS 5/50MG 1000	Follow/Urgent	Follow Mylan Increase
CIMETIDINE TABLETS 300MG 100	Follow/Urgent	Follow Mylan Increase
CIMETIDINE TABLETS 300MG 500	Follow/Urgent	Follow Mylan Increase
CIMETIDINE TABLETS 400MG 100	Follow/Urgent	Follow Mylan Increase
CIMETIDINE TABLETS 400MG 500	Follow/Urgent	Follow Mylan Increase
CIMETIDINE TABLETS 800MG 100	Follow/Urgent	Follow Mylan Increase
ENALAPRIL MALEATE TABLETS 2.5MG 100	Follow/Urgent	Follow Mylan Increase
ENALAPRIL MALEATE TABLETS 2.5MG 1000	Follow/Urgent	Follow Mylan Increase
ENALAPRIL MALEATE TABLETS 5MG 100	Follow/Urgent	Follow Mylan Increase
ENALAPRIL MALEATE TABLETS 5MG 5000	Follow/Urgent	Follow Mylan Increase
ENALAPRIL MALEATE TABLETS 10MG 100	Follow/Urgent	Follow Mylan Increase
ENALAPRIL MALEATE TABLETS 10MG 1000	Follow/Urgent	Follow Mylan Increase
ENALAPRIL MALEATE TABLETS 20MG 100	Follow/Urgent	Follow Mylan Increase
ENALAPRIL MALEATE TABLETS 20MG 1000	Follow/Urgent	Follow Mylan Increase
FLUVASTATIN SODIUM CAPSULES 20MG 30	Follow/Urgent	Follow Mylan Increase
FLUVASTATIN SODIUM CAPSULES 20MG 100	Follow/Urgent	Follow Mylan Increase
FLUVASTATIN SODIUM CAPSULES 40MG 30	Follow/Urgent	Follow Mylan Increase
FLUVASTATIN SODIUM CAPSULES 40MG 100	Follow/Urgent	Follow Mylan Increase
LOPERAMIDE HCL CAPSULES 2MG 100	Follow/Urgent	Follow Mylan Increase
LOPERAMIDE HCL CAPSULES 2MG 500	Follow/Urgent	Follow Mylan Increase
PRAZOSIN HCL CAPSULES 1MG 100	Follow/Urgent	Follow Mylan Increase
PRAZOSIN HCL CAPSULES 1MG 1000	Follow/Urgent	Follow Mylan Increase
PRAZOSIN HCL CAPSULES 2MG 100	Follow/Urgent	Follow Mylan Increase / Exceed Hypothetical BWAC
PRAZOSIN HCL CAPSULES 2MG 1000	Follow/Urgent	Follow Mylan Increase / Exceed Hypothetical BWAC
PRAZOSIN HCL CAPSULES 5MG 100	Follow/Urgent	Follow Mylan Increase
PRAZOSIN HCL CAPSULES 5MG 250	Follow/Urgent	Follow Mylan Increase
PRAZOSIN HCL CAPSULES 5MG 500	Follow/Urgent	Follow Mylan Increase
SOTALOL HYDROCHLORIDE TABLETS 80MG 100	Follow/Urgent	Follow Mylan Increase
SOTALOL HYDROCHLORIDE TABLETS 120MG 100	Follow/Urgent	Follow Mylan Increase
SOTALOL HYDROCHLORIDE TABLETS 160MG 100	Follow/Urgent	Follow Mylan Increase
SOTALOL HYDROCHLORIDE TABLETS 240MG 100	Follow/Urgent	Follow Mylan Increase

1491. Also on the list were three additional Mylan drugs for which Teva would be leading the price increase: Diclofenac Potassium Tablets; Flurbiprofen Tablets; and Prochlorperazine Tablets.

1492. With the list firmly squared away at the end of May, Rekenthaler and Nesta had no need to speak again until August, when Teva was preparing to implement the price increases. In the weeks leading up to the August 28, 2014, Teva price increases, Rekenthaler and Nesta spoke several times to coordinate, including at least the calls set forth below:

Date	Call Typ	Target Name	Direction	Contact Name	Duration
8/4/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Nesta, Jim (Mylan)	0:01:00
8/4/2014	Voice	Rekenthaler, David (Teva)	Incoming	Nesta, Jim (Mylan)	0:06:00
8/7/2014	Voice	Rekenthaler, David (Teva)	Incoming	Nesta, Jim (Mylan)	0:14:00
8/11/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Nesta, Jim (Mylan)	0:02:00
8/11/2014	Voice	Rekenthaler, David (Teva)	Incoming	Nesta, Jim (Mylan)	0:06:00
8/18/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Nesta, Jim (Mylan)	0:01:00
8/18/2014	Voice	Rekenthaler, David (Teva)	Incoming	Nesta, Jim (Mylan)	0:13:00
8/21/2014	Voice	Rekenthaler, David (Teva)	Outgoing	Nesta, Jim (Mylan)	0:06:00

ii. Taro

1493. As discussed above, Taro implemented a substantial price increase on various formulations of Fluocinonide on June 3, 2014. In addition to Fluocinonide, Taro also significantly raised its prices on the following additional drugs, which overlapped with Teva: Carbamazepine Chewable Tablets, Carbamazepine Tablets, Clotrimazole Topical Solution and Warfarin Sodium Tablets.

1494. Patel learned of the prices increases for certain of these drugs in advance, based on her conversations with Aprahamian. It was understood that Teva would follow the Taro price increases based on these and prior conversations. In fact, Teva agreed and made plans to follow them before Taro had even put them into effect.

1495. Specifically, on May 28, 2014, T.S. of Teva sent Patel the then-current version of her “Future Price Increase Candidate” spreadsheet. That list included the following Taro drugs, which had not yet been increased by Taro:

Item Description	BUCKET
CARBAMAZEPINE TABLETS 200MG 100	Follow/Urgent
CARBAMAZEPINE TABLETS 200MG 1000	Follow/Urgent
CLOTRIMAZOLE TOPICAL SOLUTION 1% 10ML	Follow/Urgent
CLOTRIMAZOLE TOPICAL SOLUTION 1% 30ML	Follow/Urgent

1496. Patel likely obtained this information from Aprahamian on May 14, 2014, when the two exchanged eight (8) text messages and spoke for more than four (4) minutes by phone.

1497. On June 3, 2014 – the date of the Taro price increases on Fluocinonide, Carbamazepine, Clotrimazole, Warfarin and other drugs – Patel and Aprahamian exchanged five (5) text messages. After exchanging those text messages, Patel confirmed to her supervisor K.G. and another Teva representative that Taro had in fact raised its pricing on Fluocinonide. Patel then added: “I expect to provide guidance at some point in the morning. I’m also hearing Warfarin, Carbamazepine as well. I’ll be looking at shares and intel tomorrow and will provide commentary. (Taro is a high-quality competitor. It’s just a matter of who the others are.)” At 5:08 pm that evening, Patel called Aprahamian and the two spoke for nearly seven (7) minutes.

1498. First thing the next morning, Patel and Aprahamian exchanged two (2) text messages. Then, at 9:56 am, the two spoke again for almost twenty-six (26) minutes. Shortly after hanging up the phone with Aprahamian, Patel sent an e-mail to K.G. making it clear that she had obtained additional “intel” regarding the Taro price increases that she did not want to put into writing, stating: “I have additional intel (I can discuss with you) that will be useful.”

1499. On June 12, 2014, Teva internally discussed future projections regarding Carbamazepine – including the fact that its API supplier might run out of supply sometime in 2015.

One of the options discussed was a price increase. K.G. – aware that Patel had been in discussions with Aprahamian and had “intel” regarding the Taro price increase on Carbamazepine (and other drugs) – stated: “Nisha [Patel] would be able to provide guidance relative to [the Carbamazepine] price increase for the analysis being put together.” In fact, Patel had communicated with Aprahamian earlier that same day for more than nine (9) minutes.

1500. One of the drugs that Taro increased on June 3, 2014, was Warfarin Sodium Tablets (“Warfarin”). Also known by the brand name Coumadin, Warfarin is a blood thinner medication used to treat and prevent blood clots.

1501. As of June 2014, there were three competitors in the market for Warfarin: Teva, Taro and Zydus. Ten days after Taro increased its price, Zydus quickly followed with a price increase of its own on June 13, 2014. In the days between the Taro and Zydus price increases for Warfarin, Teva, Taro and Zydus coordinated through various phone communications with each other, including at least the following:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
6/4/2014	Text	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	9:11:28	0:00:00
6/4/2014	Text	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	9:16:52	0:00:00
6/4/2014	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	9:56:52	0:25:57
6/11/2014	Voice	Rekenthaler, David (Teva)	Incoming	Green, Kevin (Zydus)	4:37:00	0:08:00
6/11/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	15:36:37	0:00:07
6/11/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	15:42:26	0:14:31
6/12/2014	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	7:57:50	0:09:18
6/13/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	8:13:10	0:16:38

1502. On June 13, 2014 - the date of the Zydus increase on Warfarin- Teva was presented with an offer from a customer for a one-time buy on that drug. Patel responded that “[w]e will review, but note that we intend to follow [the] Taro and Zydus increase price.” Later that same day, Patel sent an internal e-mail alerting her group, including her supervisor K.G., about a list of drugs on which Teva planned to raise prices. A number of them - including Carbamazepine Chewable Tablets, Carbamazepine Tablets, Clotrimazole Topical Solution, Fluocinonide Cream, Emollient

Cream, Gel and Ointment, and Warfarin Sodium Tablets - included the notation “Follow/Urgent - Taro” as the reason for the increase. For that list of drugs, Patel directed that “we should not provide any decreases on these products.” Patel’s directive meant that Teva would not seek to compete for market share against Taro or Zydus when approached by customers due to those competitors’ price increases.

1503. On June 18, 2014, Patel sent that same list to the entire sales team at Teva, informing them of the status of Teva’s next price increase. She noted that Teva had already been “receiving multiple requests on several items that are prioritized as increase candidates.” Patel continued: “While we do not have an exact date of increase, we are taking our increase plans into consideration and are bidding on new business at the planned increase price where our WAC allows.” Finally, Patel stated:

This is all in consideration of market factors, quality of competitors, current market share (including McK RFP results) and intelligence we have been able to gather. As you know, each situation is unique, but this should provide a high level overview.

1504. Some of the “intelligence” referred to by Patel was gathered during a phone conversation she had with Aprahamian of Taro the day before, on June 17, 2014, which lasted more than fifteen (15) minutes.

1505. The next day, Patel continued to gather “intelligence” and made concerted efforts to simultaneously coordinate with both Aprahamian and Green at Zydus. The timing and duration of those phone calls is set forth below:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
6/19/2014	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	8:38:09	0:00:01
6/19/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	8:41:07	0:00:04
6/19/2014	Voice	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	13:56:47	0:00:00
6/19/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	14:08:53	0:00:00
6/19/2014	Voice	Patel, Nisha (Teva)	Outgoing	Aprahamian, Ara (Taro)	14:24:45	0:00:09
6/19/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	14:25:32	0:00:04
6/19/2014	Voice	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	15:40:08	0:00:00
6/19/2014	Voice	Patel, Nisha (Teva)	Incoming	Aprahamian, Ara (Taro)	16:01:31	0:13:35
6/19/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	16:23:36	0:00:05
6/19/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	17:24:07	0:13:15

1506. On August 28, 2014, Teva followed the Taro price increases on Carbamazepine Chewable Tablets, Carbamazepine Tablets, Clotrimazole Topical Solution, and Warfarin Sodium Tablets. As discussed more fully above, Teva coordinated those increases with Taro (and Zydus) through direct communications with those competitors in the days leading up to the increase.

iii. Zydus

1507. In addition to their agreement on Warfarin, Teva also agreed with Zydus to raise the price of Topiramate Sprinkle Capsules.

1508. Topiramate Sprinkle Capsules, also known by the brand name Topamax, is a medication used to treat seizures caused by epilepsy, and also to treat migraine headaches. As of June 2014, Zydus and Teva had a large majority of the market share for Topiramate, while Actavis had just 3% of the market.

1509. In April 2014, Zydus raised its price for Topiramate Sprinkle Capsules. Patel was in frequent communication with Green at the time of the Zydus price increase.

1510. In the days leading up to the June 13 Zydus price increase on Warfarin, which is discussed more fully above, Kevin Green coordinated with both Patel and Rekenhtaler at Teva, as set forth in the table below:

Date	Call Type	Target Name	Direction	Contact Name	Time	Duration
6/2/2014	Voice	Rekenthaler, David (Teva)	Incoming	Green, Kevin (Zydus)	9:33:00	0:02:00
6/2/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	11:25:26	0:05:48
6/11/2014	Voice	Rekenthaler, David (Teva)	Incoming	Green, Kevin (Zydus)	4:37:00	0:08:00
6/11/2014	Voice	Patel, Nisha (Teva)	Outgoing	Green, Kevin (Zydus)	15:36:37	0:00:07
6/11/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	15:42:26	0:14:31
6/13/2014	Voice	Patel, Nisha (Teva)	Incoming	Green, Kevin (Zydus)	8:13:10	0:16:38

1511. Green was likely speaking to Patel and Rekenthaler about both Warfarin and Topiramate Sprinkle Capsules during those calls because on June 13 - the same day the Zydus price increase on Warfarin became effective, and after the conversations noted above - Patel added Topiramate Sprinkle Capsules to Teva's price increase list, with a notation: "Follow/Urgent - Zydus." Two days before that - the same day that Green had extensive phone calls with both Rekenthaler and Patel - Rekenthaler also spoke twice with Falkin of Actavis, the only other competitor in the market for Topiramate Sprinkle Capsules.

1512. Teva followed the Zydus price increase for Topiramate Sprinkle Capsules on August 28, 2014. As noted above, Teva coordinated that increase with both Zydus and Actavis in the days and weeks before it.

iv. Competitors Follow Teva

1513. For those drugs where Teva was leading the price increases on August 28, 2014, several of Teva's competitors followed in short order and those price increases were also coordinated.

1514. For example, on October 10, 2014, Sandoz followed Teva's price increases on three drugs: (1) Amoxicillin/Potassium Clavulanate Chewable Tablets; (2) Diclofenac Potassium Tablets; and (3) Penicillin V Potassium Tablets. Following the normal pattern, Patel of Teva spoke to CW-1 of Sandoz on the day of the Sandoz price increases for more than three (3) minutes.

1515. Then, on December 19, 2014, Actavis followed the Teva price increase on Desmopressin Acetate Tablets. Rekenhaller of Teva and Falkin of Actavis spoke frequently in the days and weeks leading up to the Actavis price increase, including calls on November 18, November 21, and November 25, 2014.

1516. Indeed, even before Actavis followed the Teva price increase, Teva knew that Actavis planned to increase. For example, on October 15, 2014 – approximately six weeks before Actavis raised its price – Teva received a request from a customer asking Teva to reduce its pricing on Desmopressin Acetate because it was no longer offering competitive prices. Patel’s initial response to the customer was “[w]e believe the market is still settling on this product. Can you please review in a few days and advise of more current pricing intelligence?” In a subsequent internal discussion, Patel expressed how difficult it was to actually keep track of all of Teva’s different collusive agreements, saying: “I can’t quite recall if Actavis followed us or we followed them....but they definitely did not change their WACs recently.”

1517. Similarly, on March 4, 2015, Mylan followed the Teva and Sandoz price increases on Diclofenac Potassium Tablets. Rekenhaller coordinated that price increase with Nesta of Mylan during two phone calls on February 18 and one call on February 19, 2015.

h. *January 28, 2015 Price Increases*

1518. Shortly after the August 28, 2014, Teva price increases, Patel accepted a new position at Teva. She left her position in the pricing department to take on the role of Director of National Accounts at Teva. Her new position meant new responsibilities, necessitating more frequent travel to customer conferences and trade shows, giving her a greater opportunity to meet and collude face-to-face with competitors instead of over the telephone.

1519. When Patel left the pricing department at Teva her position was not re-filled. K.G., Patel's former supervisor, assumed her role and became the executive responsible for identifying price increase candidates and implementing price increases.

1520. On January 28, 2015, Teva raised prices on a number of different drugs. Teva's price increase spreadsheet – now maintained by K.G. at Teva, identified the following drugs, among others, along with the price increase strategy and reasons for the increase:

Product Description	Price Increase Strategy	Reason for Increase	Competitors
BETHANECHOL CHLORIDE TABLETS	Market Intel	Follow Competitor - Amneal	Amneal (65%); Wockhardt (14.9%); Rising (1.7%)
CIPROFLOXACIN TABLETS	193% Increase	Follow Competitor - DRL & Actavis	Actavis (37%); Dr. Reddy's (23.3); Westward (11.2%); Northstar (5.6%); Pack (5.2%)
DILTIAZEM HCL TABLETS	90% Increase	Lead -Semi-Exclusive	Mylan (41.8%)
ESTRADIOL TABLETS	90% Increase	Lead -Semi-Exclusive	Actavis (12.3%); Mylan (3.1%)
FLUOXETINE HCL TABLETS	612% Increase	Mylan (New Market Entrant) (6/23/2014)	Par (45.1%); Mylan (7.3%)
GLIMEPIRIDE TABLETS	300% Increase	Follow Competitor - DRL	Dr. Reddy's (34%); Accord (1.7%); INT Labs (15.3%); Virtus (3.6%); BluePoint (2%)
GRISEOFULVIN SUSPENSION	50% Increase	Follow Competitor - Actavis	Actavis (47.2%); Qualitest (14.1%); Perigo (3.9%)
ISONIAZID TABLETS	50% Increase	Lead -Limited Competition	Sandoz (21.2%); Lannett (3.4%)
KETOPROFEN CAPSULES	90% Increase	Lead -Semi-Exclusive	Mylan (42.2%)
KETOROLAC TROMETHAMINE TABLETS	90% Increase	Lead -Semi-Exclusive (Mylan Supply Issues)	Mylan (40%)
NORTRIPTYLINE HCL CAPSULES	90% Increase	Lead- Cost of Goods Increased	Actavis (29.4%); Taro (4.8%)
PROPRANOLOL HCL TABLETS	Market Intel	Follow Competitor - Actavis	Heritage (28.5%); Actavis (21.2%); Qualitest (12.8%); Northstar (7.5%); Mylan (2.6%)

1521. Consistent with their normal pattern, Patel and Rekenthaler communicated with a number of Teva's significant competitors about these drugs in the days and weeks leading up to January 28, 2015. Those communications included communications between Teva and Amneal concerning Bethanechol Chloride Tablets; between Teva, Actavis, and Dr. Reddy's concerning Ciprofloxacin Tablets; between Teva and Mylan concerning Diltiazem HCL Tablets; between Teva, Actavis, and Mylan concerning Estradiol Tablets; between Teva, Par, and Mylan concerning Fluoxetine HCL Tablets; between Teva and Dr. Reddy's concerning Glimepiride Tablets; between Teva and Actavis concerning Griseofulvin Suspension; between Teva and Sandoz concerning Isoniazid Tablets; between Teva and Mylan concerning Ketoprofen Capsules; between Teva and Mylan concerning Ketorolac Tromethamine Tablets; between Teva, Actavis, and Taro concerning Nortriptyline HCL Capsules; and between Teva, Actavis, and Mylan concerning Propranolol HCL

Tablets. The relevant phone communications between Teva and several of its competitors related to these drugs are set forth below:

Par: Rekenthaler speaks to M.B. (Par) on 1/26 (14 minutes); Rekenthaler speaks to J.H. (VP of Sales at Par) on 1/28 (2 calls)	Amneal: Patel speaks to S.R.(1) on 1/6 (51 minute call)	Taro: Patel speaks to Aprahamian two times on 1/9/15	Dr. Reddy's: Patel speaks to V.B. in June through October 2014 when Dr. Reddy's increases prices (see below)
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Product Description	Competitors
BETHANECHOL CHLORIDE TABLETS	Amneal (65%); Wockhardt (14.9%); Rising (1.7%)
CIPROFLOXACIN TABLETS	Actavis (37%); Dr. Reddy's (23.3); Westward (11.2%); Northstar (5.6%); Pack (5.2%)
DILTIAZEM HCL TABLETS	Mylan (41.8%)
ESTRADIOL TABLETS	Actavis (12.3%); Mylan (3.1%)
FLUOXETINE HCL TABLETS	Par (45.1%); Mylan (7.3%)
GLIMEPIRIDE TABLETS	Dr. Reddy's (34%); Accord (17%); INT Labs (15.3%); Virtus (3.6%); BluePoint (2%)
GRISEOFULVIN SUSPENSION	Actavis (47.2%); Qualitest (14.1%); Perrigo (3.9%)
ISONIAZID TABLETS	Sandoz (21.2%); Lannett (3.4%)
KETOPROFEN CAPSULES	Mylan (42.2%)
KETOROLAC TROMETHAMINE TABLETS	Mylan (40%)
NORTRIPTYLINE HCL CAPSULES	Actavis (29.4%); Taro (4.8%)
PROPRANOLOL HCL TABLETS	Heritage (28.5%); Actavis (21.2%); Qualitest (12.8%); Northstar (7.5%); Mylan (2.6%)

Actavis: Rekenthaler speaks to M. Falkin on 1/13, 1/14 (2 calls) and 1/16	Sandoz: Patel speaks to CW-1 (Sandoz) on 1/22 (12 minute call)	Mylan: Rekenthaler speaks to J. Nesta on 1/14 (2 calls) and 1/20
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1522. Upon information and belief, Patel also spoke in-person with many of these competitors. For example, in her new role as a Director of National Accounts, Patel personally attended the following trade association events and customer conferences in the fall of 2014 and winter of 2014-15: NACDS, Boston, MA (August 23-26, 2014); Econdisc Bidders Meeting, St. Louis, MO (September 17-19, 2014); PCMA Annual Meeting in Rancho Palos Verdes, CA (October 13-14, 2014); Anda Strategy Meeting, Miami, FL (October 26-29, 2014); and the HDMA Round Table, Washington, DC (January 8, 2015). These industry events were all well-attended by Teva's competitors.

1523. Some specific examples of Teva's coordination with competitors about its January 28, 2015, price increases include agreements with respect to Ciprofloxacin HCL, Glimepiride, Griseofulvin, and Propranolol Tablets. See Sections V.F.38, V.F.80, V.F.84., and V.F.158.

J. Pricing Data Demonstrates That Defendants and Their Co-Conspirators Overarching Conspiracy Caused Supracompetitive Prices on Thousands of Generic Drugs

1524. As detailed throughout this Complaint, Defendants and their co-conspirators engaged in a massive overarching conspiracy to allocate the generic drug market and increase, maintain, and stabilize the prices of generic drugs. The overarching conspiracy has resulted in supracompetitive prices for not only the Subject Drugs specifically discussed throughout this Complaint, but hundreds of other drugs.

1525. This overarching conspiracy created an observable dysfunction in the competitive pricing dynamics for each of the Subject Drugs for at least the period 2011-2020.

1526. As discussed in Section IV.B., the price of generic drugs in a competitive market follows a predictable pattern such that when multiple generic manufacturers enter the market, prices erode, sometimes by as much as 90%, as price competition increases. However, pricing data from a large national retailer shows that during the period 2011 – 2020, the pricing dynamics for each of the Subject Drugs did not follow this predictable pattern of competition. Rather, the pricing data demonstrates that the price for each of the Subject Drugs was artificially inflated as a result of the overarching conspiracy.

1527. Absent the overarching conspiracy, there is no legitimate reason for the price of each of the Subject Drugs to deviate from the competitive pricing patterns historically established in the generic drug market.

VI. DEFENDANTS' AND THEIR CO-CONSPIRATORS' PROFITABILITY INCREASED DRAMATICALLY AS A RESULT OF COLLUSIVE CONDUCT

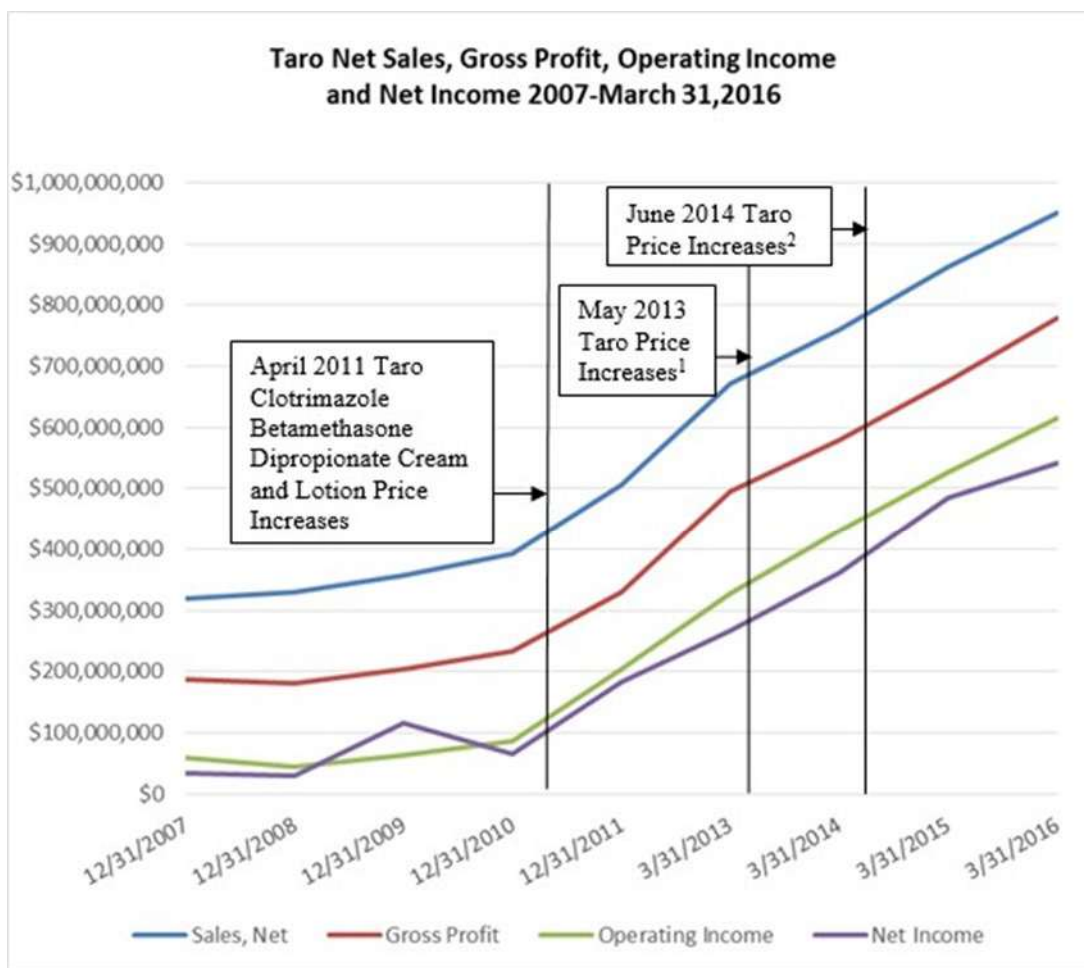
1528. As discussed more fully above, between 2009 and early 2016, Defendants and their co-conspirators colluded to allocate markets and raise prices on many different generic drugs. The

impact of this anticompetitive conduct on Defendants and their co-conspirators' profitability was dramatic.

A. Taro's Profits Increased Over 1300% From 2008 To Early 2016

1529. By early 2016, Taro's operating income was 1303%, or more than thirteen (13) times, higher than it was in 2008. Similarly, in 2016, Taro's net income was 1673%, or more than sixteen (16) times higher than it was in 2008. Indeed, in 2016, Taro's net sales revenue reached nearly \$1 billion, which was \$600 million more than it made in 2008.

1530. The graph below shows Taro's consistent financial growth from 2008 through early 2016 and highlights how the timing dovetails with Taro's price increases on certain products at issue in this Complaint.



¹ As discussed in earlier Sections of this Complaint, in May 2013 Taro raised its prices on 12 products.

² As discussed in earlier Sections of this Complaint, in June 2014 Taro raised its prices on 17 products.

1531. As depicted above, as Taro increased prices, its profits increased. Indeed, consistent with the allegations in the Complaint, Taro's profits grew steadily from 2010 through 2011, during the early days of collusion, and then increased exponentially from late 2012 through 2015 when price increases intensified across the industry.

1532. In SEC filings, Taro repeatedly attributed its increases in sales revenue and gross profits to price adjustments. For example, in its 2011 annual filing, Taro stated that its revenues and gross profits increased in the United States "primarily due to price increases on select products." Similarly, in its 2013 annual filing, Taro stated that approximately \$27 million of its increased sales in the first quarter of 2012 "resulted from price increases on seven dermatological topical products."

B. Teva

1533. As she was preparing to implement Teva's August 9, 2013, price increases, Patel also calculated the quarterly increase in sales revenues resulting from the price increase taken by Teva on July 3, 2013. The analysis also included the financial impact of the recent Pravastatin increase. The results were staggering.

1534. According to her analysis, the "Total Net Upside after Credits" as a result of the July 3 price increases, plus Pravastatin and one other drug, was a staggering \$937,079,079 (nearly \$1 billion) *per quarter* to Teva, as shown below:

Price Increase Category	Incremental Sales Value (Est ASPs)	Total Credit Estimate	CVS Credit Estimate	Credit Estimate (Less CVS)	Total Net Upside after Credits	Total Net Upside (CVS credits deferred)
Grand Total	\$973,184,165	(\$36,105,086)	(\$10,188,095)	(\$25,916,991)	\$937,079,079	\$962,996,070
IHI Total	\$850,711,025	(\$31,676,647)	(\$7,898,091)	(\$23,778,555)	\$819,034,379	\$842,812,934
ILI Total	\$34,078,176	(\$1,489,058)	(\$594,035)	(\$895,023)	\$32,589,117	\$33,484,141
UR Total	\$88,394,964	(\$2,939,381)	(\$1,695,968)	(\$1,243,413)	\$85,455,583	\$86,698,996

1535. Patel was rewarded handsomely by Teva for effectuating these price increases. In March 2014, less than a year after starting at Teva, Patel was rewarded with a \$37,734 cash bonus, as well as an allocation of 9,500 Teva stock options.

1536. Similarly, a few weeks after Teva's April 4, 2014, price increases went into effect, Patel calculated the impact to Teva's net sales as a result of the April 4 increase. Based on her analysis, she found that the April 4, 2014, price increases resulted in a net increase in sales to Teva of \$214,214,338 per year.

1537. On July 30, 2015, Teva reported strong results and raised its guidance for the full year 2015. Among other things: (1) net income was up 15% compared to the prior year; (2) operating income was up 16% compared to the prior year; and (3) cash flow from operations was up 41% compared to the prior year. Teva reported a gross profit margin of 62.8%, which was up from 58.1% the prior year. Teva's stock prices also soared. By July 2015, Teva's stock price was trading at an all-time high. These significant results were obtained largely because of the anticompetitive conduct detailed herein.

C. Other Defendants and Co-Conspirators' Revenues And Profits Also Multiply From 2008 To Early 2016

1538. The other Defendants and co-conspirators also profited from their collusive conduct. For example, G&W and Actavis's revenues multiplied as their focus on price increases intensified. G&W's sales tripled from 2011 to 2014, increasing by over 30% each year during that period. In 2014, G&W's revenue from sales, at over \$290 million, broke \$200 million for the first time ever.

1539. Similarly, Actavis's global generics business saw its revenues grow between 2008 and 2013 from just over \$1.4 billion to approximately \$6.35 billion. Over that same time period, the company's profits from its generics business also grew from \$416 million in 2008 to nearly \$2 billion in 2013.

1540. Fougera and Sandoz also profited from their collusive conduct. In 2010 and 2011, during the early days of collusion, and prior to its acquisition by Sandoz, Fougera had gross profits of approximately \$217 million and \$304 million, respectively. Similarly, in 2010, Sandoz had over \$1 billion of operating income and, in 2011, the company reported the highest operating income in its history at that time, just over \$1.4 billion.

1541. After acquiring Fougera, Sandoz's sales in the United States rose steadily each year from 2012, which had sales of over \$2.7 billion, through 2016, when sales reached \$3.7 billion. Sandoz's operating income continued to exceed \$1 billion each year during this period and, following years of collusive activity, in 2016 Sandoz's operating income exceeded the 2011 record and reached approximately \$1.45 billion, the highest in Sandoz's history to date.,

1542. Sandoz executives wrote about the significant positive impact that the Fougera business had on Sandoz's profits. For example, Sandoz noted in internal documents that a "a strong contribution from Fougera" was a driver of US sales growth in 2013, in October 2014 the Fougera team "delivered a record month for 2014 so far", and in 2015 "[o]ur growth was mainly driven by Fougera, Biopharm and Oncology."

VII. GOVERNMENT INVESTIGATIONS OF THE CONSPIRACY

1543. Defendants' and other generic drug manufacturers' conduct has resulted in extensive and widespread scrutiny by federal and state regulators, including the United States Department of Justice Antitrust Division, the United States Senate, the United States House of Representatives, and the Attorneys General for 54 states, territories, and commonwealths ("the State AGs").

1544. The DOJ's and State AG's investigations followed a Congressional hearing and investigation, which itself was prompted by a January 2014 letter from the National Community Pharmacists Association ("NCPA") to the United States Senate Committee on Health, Education,

Labor, and Pensions (“Senate HELP Cmte.”) and the United States House Energy and Commerce Committee highlighting nationwide spikes in prices for generic drugs.

A. Congress Launched an Investigation into Generic Price Hikes

1545. In January 2014, the NCPA urged the Senate Help Cmte. and the House Energy and Commerce Committee to hold hearings on significant generic pharmaceutical price spikes, citing surveys and data from over 1,000 community pharmacists who reported price hikes on essential generic pharmaceuticals exceeding 1,000%.

1546. On October 2, 2014, Senator Bernie Sanders, then Chair of the Subcommittee on Primary Health and Retirement Security of the Senate HELP Cmte. and Representative Elijah E. Cummings, Ranking Member of the House Committee on Oversight and Government Reform, sent letters to 14 drug manufacturers, including Actavis, Apotex, Dr. Reddy’s, Endo, Heritage, Lannett, Mylan, Par, Sun, Teva, West-Ward and Zydus, requesting information about the escalating prices of generic drugs.³³ More recently on August 13, 2019, Senator Sanders and Rep. Cummings sent letters to executives of Mylan and Teva – companies that did not produce documents in response to the 2014 letters – asking for drug pricing information as part of their ongoing probe into the rising cost of generics.

1547. Senator Sanders and Rep. Cummings issued a joint press release, advising that “[w]e are conducting an investigation into the recent staggering price increases for generic drugs used to treat everything from common medical conditions to life-threatening illnesses.” They noted the “huge upswings in generic drug prices that are hurting patients” and having a “very significant” impact, threatening pharmacists’ ability to remain in business.³⁴

³³ Press Release, U.S. Senator Bernie Sanders, Congress Investigating Why Generic Drug Prices Are Skyrocketing (Oct. 2, 2014), *available at* <https://www.sanders.senate.gov/newsroom/press-releases/congress-investigating-why-generic-drug-prices-are-skyrocketing>.

³⁴ *Id.*

1548. On February 24, 2015, Senator Sanders and Rep. Cummings sent a letter requesting that the Office of the Inspector General (“OIG”) of the Department of Health and Human Services (“HHS”) “examine recent increases in the prices being charged for generic drugs and the effect these price increases have had on generic drug spending within the Medicare and Medicaid programs.”³⁵ The OIG responded to the request on April 13, 2015, advising it would examine pricing for the top 200 generic drugs to “determine the extent to which the quarterly [AMP] exceeded the specified inflation factor.”³⁶

1549. In August 2016, the OIG issued the GAO Report, a study examining Medicare Part D prices for 1,441 generic drugs between 2010 and 2015. The study found that 300 of the 1,441 drugs experienced at least one “extraordinary price increase” of 100% or more. Many of the Subject Drugs in this Complaint experienced extraordinary price increases including: Amiloride HCL/HCTZ, Benazepril HCTZ, Bumetanide, Carbamazepine, Ciprofloxacin HCL, Clarithromycin ER, Clomipramine, Clotrimazole, Dextroamphetamine Sulfate, Diltiazem HCL, Doxazosin Mesylate, Enalapril Maleate, Ethosuximide, Etodolac, Fluconazole, Fluocinonide, Fluoxetine HCL, Haloperidol, Ketoconazole, Labetalol HCL, Methotrexate, Nadolol, Nitrofurantoin MAC, Oxaprozin, Oxybutynin Chloride, Piroxicam, Pravastatin, Prazosin HCL, Prochlorperazine, Ranitidine HCL, Tobramycin, and Trifluoperazine HCL.³⁷

³⁵ Letter from Bernie Sanders, United States Senator, and Elijah Cummings, United States Representative, to Inspector Gen. Daniel R. Levinson, Dep't of Health & Human Servs. (Feb. 24, 2015), *available at* <https://www.sanders.senate.gov/download/sanders-cummings-letter?inline=file>.

³⁶ Letter from Inspector Gen. Daniel R. Levinson, Dep't of Health & Human Servs., to Bernie Sanders, United States Senator (Apr. 13, 2015), *available at* <https://www.sanders.senate.gov/download/oig-letter-to-sen-sanders-4-13-2015?inline=file>.

³⁷ GAO Report at Appx. III.

B. The DOJ Investigates Criminal Generic Drug Collusion

1550. The DOJ opened a criminal investigation into collusion in the generic pharmaceutical industry in 2014 that initially focused on just two drugs.³⁸ Many of the Defendants and their co-conspirators here have come under DOJ scrutiny.

1551. The DOJ first charged Heritage executives Jeffrey Glazer and Jason Malek with criminal counts related to price collusion for generic doxycycline hyclate and glyburide. The two pleaded guilty to violating Section 1 of the Sherman Act for their participating in conspiracies to fix prices, rig bids, and allocate customers for generic drugs, including Glyburide and Doxycycline.

1552. The Hon. Barclay Surrick of the Eastern District of Pennsylvania determined that there was a factual basis for both Glazer's and Malek's pleas and convicted each individual of a felony violation of the Sherman Act. Sentencing for both Glazer and Malek was originally set for April 2017, but both sentencings have been repeatedly rescheduled as Glazer and Malek continue to cooperate with the DOJ.

1553. Actavis, Aurobindo, Dr. Reddy's, Endo, Fougera (through Sandoz), Lannett, Mylan, Par, Sandoz, Sun, Taro, and Teva admitted to receiving grand jury subpoenas from the DOJ. The DOJ executed a search warrant on Mylan in the fall of 2016. In 2017, Perrigo disclosed that its offices were searched as well. DOJ also executed a search warrant against Aceto Corporation (which purchased Citron's generic drugs business in December 2016).

1554. Upon information and belief, the DOJ has granted conditional amnesty to one Defendant.

³⁸ Joshua Sisco, *DoJ believes collusion over generic drug prices widespread-source*, POLICY AND REGULATORY REPORT (June 26, 2015), available at <http://www.mergermarket.com/pdf/DoJ-Collusion-Generic-Drug-Prices-2015.pdf>; David McLaughlin and Caroline Chen, *U.S. Charges in Generic-Drug Probe to be Filed by Year-End*, BLOOMBERG MARKETS (Nov. 3, 2016), available at <https://www.bloomberg.com/news/articles/2016-11-03/u-s-charges-in-generic-drug-probe-said-to-be-filed-by-year-end>.

1555. Information disclosed by some Defendants and co-conspirators evidence the broad scope of the conspiracy.

1556. In Lannett’s November 3, 2014 quarterly report filed with the Securities and Exchange Commission (“SEC”), it disclosed that its “Senior Vice President of Sales and Marketing of the Company was served with a grand jury subpoena relating to a federal investigation of the generic pharmaceutical industry into possible violations of the Sherman Act.”³⁹ Lannett added that “[t]he subpoena requests corporate documents of the Company relating to communications or correspondence with competitors regarding the sale of generic prescription medications, but is not specifically directed to any particular product and is not limited to any particular time period.”⁴⁰

1557. Mylan has also disclosed that it received DOJ subpoenas relating to various generic drugs, and that DOJ executed search warrants in connection thereto.⁴¹ Defendants Actavis, Sandoz, Par, Taro, and Teva also received DOJ subpoenas relating to their marketing and pricing of generic pharmaceuticals, and communications with competitors.⁴² It is also believed that Aurobindo, Citron, Dr. Reddy’s, Greenstone/Pfizer, Heritage, Impax, Lupin, Mallinckrodt, Mayne, Perrigo, Rising, Sun, West-Ward and Zydus received subpoenas.

³⁹ Lannett Company, Inc., Quarterly Report (Form 10-Q) at 16 (Nov. 6, 2014).

⁴⁰ *Id.*

⁴¹ Mylan Inc., Annual Report (Form 10-K) at 160 (Feb. 16, 2016); Mylan Inc., Quarterly Report (Form 10-Q) at 58 (Nov. 9, 2016).

⁴² Novartis, 2016 ANNUAL REPORT at 217, available at <https://www.novartis.com/sites/www.novartis.com/files/novartis-20-f-2016.pdf>; Par Pharmaceutical Companies, Inc., Annual Report (Form 10-K) at 37 (Mar. 12, 2015); Taro Pharmaceutical Industries Ltd., Report of Foreign Private Issuer (Form 6-K) (Sept. 9, 2016); Teva Pharmaceutical Industries Ltd., Report of Foreign Private Issuer (Form 6-K) at 33 (Nov. 15, 2016).

1558. A DOJ grand jury subpoena is significant; it indicates “staff [] considered the likelihood that, if a grand jury investigation developed evidence confirming the alleged anticompetitive conduct, the Division would proceed with a criminal prosecution.”⁴³

1559. The DOJ has intervened in numerous civil antitrust actions that are now part of the consolidated and coordinated proceedings styled *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 16-MD-2724 (E.D. Pa.), stating that these cases overlap with the DOJ’s ongoing criminal investigation.

1560. On May 31, 2019, the DOJ released a statement that Heritage admitted that it “conspired to fix prices, rig bids, and allocate customers for glyburide,” and agreed to pay \$7 million in criminal penalty and civil damages, and to cooperate fully with ongoing parallel investigations into the generics industry. In that agreement, Heritage admitted, accepted, and acknowledged that it is responsible under United States law for the acts of its officers, directors, employees, and agents as charged in the Information. Jason Malek and Jeffrey Glazer are two of the “officers, directors, employees, and agents” whose acts for which Heritage admitted, acknowledged, and accepted responsibility.

1561. On December 3, 2019, Rising was charged by the DOJ with conspiring to fix prices and allocate customers for one generic drug.⁴⁴ The DOJ and Rising entered into a deferred prosecution agreement resolving the charge against Rising, under which the company admits that it conspired to fix prices and allocate customers for Benazepril HCTZ with a competing manufacturer of generic drugs and its executives from about April 2014 until at least September 2015.

⁴³ DOJ, ANTITRUST DIV. MANUAL (5th ed. 2015) at III-82.

⁴⁴ Press release, Department of Justice Office of Public Affairs, Second Pharmaceutical Company Admits to Price Fixing, Resolves Related False Claims Act Violations, Rising Pharmaceuticals Agrees to Pay Over \$3 Million in Criminal Penalty, Restitution, and Civil Damages (December 3, 2019), *available at* <https://www.justice.gov/opa/pr/second-pharmaceutical-company-admits-price-fixing-resolves-related-false-claims-act>.

1562. Rising agreed to pay \$1,543,207 as restitution to victims of the charged conduct. In light of the separate civil penalties that Rising agreed to pay, the deferred prosecution agreement called for an offset of Rising's restitution, to \$438,066. The agreement also required Rising to pay a \$1.5 million monetary penalty, reduced from the fine of approximately \$3.6 million called for under the U.S. Sentencing Guidelines, due to Rising's financial condition and liquidation. Under the deferred prosecution agreement, Rising agreed to cooperate fully with the DOJ's ongoing criminal investigation.

1563. On February 4, 2020, the DOJ charged Ara Aprahamian, a former top executive at Taro, with participating in conspiracies to fix the prices and allocate the market for generic drugs, including Carbamazepine, Carbamazepine ER, Clobetasol (multiple formulations), Clotrimazole (cream and topical solution 1%), Desonide ointment, Etodolac IR and ER Tablets, Fluocinonide (cream, emollient cream, gel, and ointment), Lidocaine ointment, Nystatin Triamcinolone (cream and ointment), and Warfarin.⁴⁵ Aprahamian was also charged with making false statements to the FBI.

1564. On February 14, 2020, Hector Armando Kellum, a former senior executive at Sandoz, pled guilty to conspiring to fix prices, rig bids, and allocate customers for generic drugs including, but not limited to, Clobetasol and Nystatin Triamcinolone cream.⁴⁶ As part of Kellum's plea deal, he agreed to cooperate with the DOJ's ongoing investigation into criminal antitrust violations in the generic drug industry.

⁴⁵ Press release, Department of Justice Office of Public Affairs, Generic Drug Executive Indicted on Antitrust and False Statement Charges (Feb. 4, 2020), *available at* <https://www.justice.gov/opa/pr/generic-drug-executive-indicted-antitrust-and-false-statement-charges>.

⁴⁶ Press release, Department of Justice Office of Public Affairs, Former Generic Pharmaceutical Executive Pleads Guilty for Role in Criminal Antitrust Conspiracy, Fourth Executive to Be Charged in Ongoing Investigation (Feb. 14, 2020), *available at* <https://www.justice.gov/opa/pr/former-generic-pharmaceutical-executive-pleads-guilty-role-criminal-antitrust-conspiracy>.

1565. On March 2, 2020, Sandoz was charged by the DOJ with conspiring to allocate customers, rig bids, and fix prices for five generic drugs.⁴⁷ The DOJ charged Sandoz with participating in four criminal antitrust conspiracies, each with a competing manufacturer of generic drugs and various individuals. Count One charged Sandoz for its role in a conspiracy, with a generic drug company based in New York and other individuals, relating to drugs including Desonide ointment, Nystatin triamcinolone cream, and multiple formulations of Clobetasol. The second count charged Sandoz for its role in a conspiracy with Rising to allocate customers and fix prices of Benazepril HCTZ. The third count charged Sandoz for its role in a conspiracy with a generic drug company, based in Michigan, relating to drugs that included Desonide ointment. The fourth count charged Sandoz for its role in a conspiracy with a generic drug company, based in Pennsylvania, relating to drugs including Tobramycin inhalation solution.

1566. The DOJ also announced a deferred prosecution agreement resolving the charges against Sandoz, under which the company agreed to pay a \$195 million criminal penalty and admitted that its sales affected by the charged conspiracies exceeded \$500 million. Under the deferred prosecution agreement, Sandoz admitted to conspiring with others to suppress and eliminate competition by allocating customers, rigging bids, and increasing and/or maintaining prices for certain generic drugs, including Benazepril HCTZ, Clobetasol (cream, emollient cream, gel, ointment, and solution), Desonide ointment, Nystatin Triamcinolone cream, and Tobramycin inhalation solution. It also agreed to cooperate fully with the ongoing criminal investigation.

⁴⁷ Press release, Department of Justice Office of Public Affairs, Major Generic Pharmaceutical Company Admits to Antitrust Crimes, Sandoz Inc. Agrees to Pay a \$195 Million Criminal Penalty, the Largest for a Domestic Antitrust Case (March 2, 2020), *available at* <https://www.justice.gov/opa/pr/major-generic-pharmaceutical-company-admits-antitrust-crimes>.

1567. On May 7, 2020, Apotex was charged by the DOJ with fixing the price of one generic drug.⁴⁸ The DOJ brought a one-count felony charge alleging Apotex and other generic drug companies agreed to increase and maintain the price of Pravastatin beginning in May 2013 and continuing through December 2015. The single count charged that Apotex communicated with competitors about the price increase and subsequently refrained from submitting competitive bids to customers that previously purchased Pravastatin from a competing company

1568. The DOJ also announced a deferred prosecution agreement resolving the charge against Apotex. The company agreed to pay a \$24.1 million criminal penalty and admit that it conspired with other generic drug sellers to artificially raise the price of Pravastatin. Under the deferred prosecution agreement, Apotex agreed to cooperate fully with the DOJ's ongoing criminal investigation.

1569. On July 14, 2020, and August 25, 2020, a grand jury indicted Glenmark on charges that it conspired to increase and maintain prices of Pravastatin and other generic drugs⁴⁹, beginning in or around May 2013 and continuing until at least in or around December 2015. Apotex and Teva were specifically identified as being involved in the conspiracy.

1570. On July 23, 2020, Taro was charged by the DOJ with participating in two criminal antitrust conspiracies⁵⁰, each with a competing manufacturer of generic drugs and various executives, to fix prices, allocate customers, and rig bids for numerous generic drugs between 2013

⁴⁸ Press release, Department of Justice Office of Public Affairs, Generic Pharmaceutical Company Admits to Fixing Price of Widely Used Cholesterol Medication (May 7, 2020), *available at* <https://www.justice.gov/opa/pr/generic-pharmaceutical-company-admits-fixing-price-widely-used-cholesterol-medication>.

⁴⁹ Press release, Department of Justice Office of Public Affairs, Fifth Pharmaceutical Company Charged In Ongoing Criminal Antitrust Investigation (June 30, 2020), *available at* <https://www.justice.gov/opa/pr/fifth-pharmaceutical-company-charged-ongoing-criminal-antitrust-investigation>.

⁵⁰ Press release, Department of Justice Office of Public Affairs, Sixth Pharmaceutical Company Charged In Ongoing Criminal Antitrust Investigation (July 23, 2020), *available at* <https://www.justice.gov/opa/pr/sixth-pharmaceutical-company-charged-ongoing-criminal-antitrust-investigation>.

and 2015. One of the two charged conspiracies involved Sandoz, former Taro Vice President of Sales and Marketing Ara Aprahamian, and other individuals.

1571. The Antitrust Division also announced a deferred prosecution agreement resolving the charges against Taro, under which the company agreed to pay a \$205,653,218 criminal penalty and admitted that its sales affected by the charged conspiracies was in excess of \$500 million. Under the DPA, Taro U.S.A. has agreed to cooperate fully with the Antitrust Division's ongoing criminal investigation.

1572. On August 25, 2020, Teva was indicted by the grand jury for conspiring to fix prices, rig bids, and allocate customers for generic drugs⁵¹ by participating in three conspiracies from at least as early as May 2013 until at least in or around Dec. 2015. The first count charged Teva for its role in a conspiracy that included Glenmark, Apotex, and unnamed co-conspirators agreeing to increase prices for pravastatin and other generic drugs. The second count charged Teva for its role in a conspiracy with Taro U.S.A., its former executive Ara Aprahamian, and others agreeing to increase prices, rig bids, and allocate customers for generic drugs including, but not limited to, drugs used to treat and manage arthritis, seizures, pain, skin conditions, and blood clots. The third count charges Teva for its role in a conspiracy with Sandoz Inc. and others agreeing to increase prices, rig bids, and allocate customers for generic drugs including, but not limited to, drugs used to treat brain cancer, cystic fibrosis, arthritis, and hypertension.

C. State Attorneys General Launch Their Own Investigation

1573. In July 2014, the State of Connecticut initiated a non-public investigation into suspicious price increases for certain generic pharmaceuticals. Based on evidence procured through

⁵¹ Press release, Department of Justice Office of Public Affairs, Seventh Generic Drug Manufacturer Is Charged In Ongoing Criminal Antitrust Investigation (August 25, 2020), *available at* <https://www.justice.gov/opa/pr/seventh-generic-drug-manufacturer-charged-ongoing-criminal-antitrust-investigation>.

their own subpoena-power, the State AGs filed a civil action alleging a wide-ranging series of conspiracies implicating numerous generic drugs and manufacturers. *The Connecticut Mirror* reported that the State AGs “suspected fraud on a broader, nearly unimaginable scale,” that “new subpoenas are going out, and the investigation is growing beyond the companies named in the suit.”⁵² Then-CTAG George Jepsen called the evidence obtained in that investigation “mind-boggling.”⁵³

1574. Mr. Jepsen confirmed the scope of the State AGs’ action in a press release in December 2016:

My office has dedicated significant resources to this investigation for more than two years and has developed compelling evidence of collusion and anticompetitive conduct across many companies that manufacture and market generic drugs in the United States. . . While the principal architect of the conspiracies addressed in this lawsuit was Heritage Pharmaceuticals, we have evidence of widespread participation in illegal conspiracies across the generic drug industry. Ultimately, it was consumers - and, indeed, our healthcare system as a whole - who paid for these actions through artificially high prices for generic drugs.⁵⁴

1575. In their consolidated amended complaint filed on June 18, 2018, the State AGs broadened their case to include fifteen drugs. At the time, CTAG Jepsen stated that “[t]he issues we’re investigating go way beyond the two drugs and six companies. Way beyond... We’re learning new things every day.”⁵⁵ According to an interview with Joseph Nielsen, the court-appointed Liaison

⁵² Mark Pazniokas, *How a small-state AG's office plays in the big leagues*, THE CONN. MIRROR (Jan. 27, 2017), available at <https://ctmirror.org/2017/01/27/how-a-small-state-ags-office-plays-in-the-big-leagues/>. *The Connecticut Mirror* further reported that the DOJ grand jury was convened in this District shortly after the CTAG issued its first subpoena. *Id.*

⁵³ *Id.*

⁵⁴ Press Release, Attorney General George Jepsen, Connecticut Leads 20 State Coalition Filing Federal Antitrust Lawsuit against Heritage Pharmaceuticals, other Generic Drug Companies (Dec. 15, 2016), available at <https://portal.ct.gov/AG/Press-Releases/2016-Press-Releases/Connecticut-Leads-20-State-Coalition-Filing-Federal-Antitrust-Lawsuit-against-Heritage-Pharmaceutica>.

⁵⁵ Kaiser Health News, *How Martinis, Steaks, and a Golf Round Raised Your Prescription Drug Prices*, THE DAILY BEAST, Dec. 21, 2016, <http://www.thedailybeast.com/how-martinis-steaks-and-a-golf-round-raised-your-prescription-drug-prices?source=twitter&via=desktop>.

Counsel for the State AGs in the consolidated MDL proceedings previously pending in the Eastern District of Pennsylvania and now pending in the District of Connecticut, “[t]his is most likely the largest cartel in the history of the United States.”⁵⁶

1576. On May 10, 2019 the State AGs filed a second complaint, as amended on November 1, 2019, focusing on a conspiratorial web Teva constructed with various other generic drug manufacturers, named herein, that led to either artificial stabilization or price increases on over 100 generic drug products (“State AG’s Teva Complaint”).⁵⁷ The allegations in the State AG’s Teva Complaint were based on “(1) the review of many thousands of documents produced by dozens of companies throughout the generic pharmaceutical industry, (2) an industry-wide phone call database consisting of more than 11 million phone call records from hundreds of individuals at various levels of Defendant companies and other generic manufacturers, and (3) information provided by several as-of-yet unidentified cooperating witnesses who were directly involved in the conduct alleged...”⁵⁸ Many of the drugs identified in that complaint are the subject of this Complaint.

1577. On June 10, 2020, the State AGs filed a third complaint focusing on rampant collusion among various Defendant generic drug manufacturers, named herein, of topical products that led to either artificial stabilization or price increases additional generic drug products (“State AGs Dermatology Complaint”).

⁵⁶ Christopher Rowland, *Investigation of Generic “Cartel” Expands to 300 Drugs*, THE WASHINGTON POST, December 9, 2018, available at https://www.washingtonpost.com/business/economy/investigation-of-generic-cartel-expands-to-300-drugs/2018/12/09/fb900e80-f708-11e8-863c-9e2f864d47e7_story.html?utm_term=.a838a7f671cd.

⁵⁷ *Connecticut, et al v. Teva Pharmaceuticals USA, Inc.*, No. 2:19-cv-02407 (E.D. Pa.).

⁵⁸ State AG’s Teva Complaint at ¶ 4. The State AGs detail their extensive investigatory efforts in State AG’s Teva Complaint. They have compiled over 7 million documents, issued more than 300 subpoenas to telephone carriers, issued over 30 subpoenas to generic drug manufacturers and examined the names and contact information of over 600 drug manufacturer employees, giving the State AGs a “unique perspective to know who in the industry was talking to who, and when” *Id.* ¶¶ 64-65. The State AGs have also corroborated these allegations through cooperating witnesses, including senior executives and employees of many Defendants named here.

1578. During the course of their investigation, the States AGs obtained cooperation from a number of individuals. The expected testimony from certain of those individuals will directly support and corroborate the allegations throughout the State AG's Teva Complaint and this Complaint. Some of those cooperating witnesses include:

- a. A former pricing executive at Sandoz during the time period relevant to this Complaint [referred to herein as CW-1];
- b. A former sales and marketing executive at Rising and Sandoz during the time period relevant to this Complaint [referred to herein as CW-2];
- c. A former senior sales executive at Sandoz during the time period relevant to this Complaint [referred to herein as CW-3];
- d. A former senior sales executive at Sandoz during the time period relevant to this Complaint [referred to herein as CW-4];
- e. A former senior executive at Glenmark during the time period relevant to this Complaint [referred to herein as CW-5]; and
- f. Jason Malek ("Malek"), former Vice President of Commercial Operations at Heritage.

1579. In addition, Teva has, at all times relevant to the Complaint, maintained a live database that it refers to as Delphi where it has catalogued nearly every decision it has made regarding the products it sells, including those decisions that were made collusively – which Teva often referred to as “strategic” decisions. The State AGs have obtained static images of the database that were internally disseminated over time by Teva, which were referred to as Market Intel Reports. Through its review and investigation of some of those reports, in combination with the phone records, the State AGs have, to date, identified over 300 instances of collusion where Teva spoke to competitors shortly before or at the time it made what the company referred to as a “strategic” market decision. A number of those instances are detailed throughout this Complaint.

VIII. DISCOVERY WILL ESTABLISH THE FULL SCOPE OF THE CONSPIRACY

1580. Discovery is necessary to determine the full scope of Defendants and their co-conspirators' conspiracy, including years, products, and participants. Plaintiff reserves all rights to amend or supplement this Complaint to add additional Defendants, claims, years, products, or other allegations based upon discovery and further investigation.

IX. TOLLING AND FRAUDULENT CONCEALMENT

1581. The claims asserted in this Complaint have been tolled as Defendants and their co-conspirators engaged in affirmative and fraudulent concealment of the conspiracies alleged in this Complaint.

1582. Defendants and their co-conspirators knew their actions were illegal and consistently took overt steps to conceal their illegal conduct and destroy evidence of their agreements.

1583. Among other things, as alleged in the State AG's Teva Complaint, Defendants and the co-conspirators' executives took affirmative steps to conceal and destroy evidence of their wrongdoing since as early as 2012. These steps included failing to maintain a document retention policy, instructing each other and their co-conspirators not to put communications relating to the conspiracy in writing, intentionally withholding documents subject to subpoenas, and deleting text messages from their telephones, as alleged in paragraphs 158, 546, 647, 1117, among others, of the State AG's Teva Complaint, which is incorporated by reference.

1584. Furthermore, Defendants and their co-conspirators spoke and met in secret to conceal the conspiracies, often under the pretext of legitimate trade association and industry activities as set forth above and took steps (beyond those alleged above) to ensure that communications relating to the conspiracies were not recoded in writing. In some cases, as alleged above, price increases were staggered to conceal the existence of the price-fixing agreements. Also, as alleged above, Defendants and their co-conspirators engaged in bid coordination and straw

bidding activity, which were intended to, and did, give a false impression of competition among Defendants and their co-conspirators.

1585. Plaintiff acted with due diligence at all relevant times by, among other things, monitoring available prices for the Subject Drugs and seeking to obtain the most competitive prices possible, efforts that were hindered by Defendants and their co-conspirators' concealment.

X. CONTINUING VIOLATIONS

1586. Plaintiff alleges a continuing course of conduct (including conduct within the limitations period), and Defendants and the co-conspirator's unlawful conduct has inflicted continuing and accumulating harm with the applicable statutes of limitations.

1587. Thus, all applicable statutes of limitations are also tolled because Defendants and their co-conspirators' anticompetitive activities have not ceased and still continue to this day. For example, Defendants and their co-conspirators continue to charge prices for Subject Drugs that are significantly above the competitive price levels established prior to the overarching conspiracy. Every sale of the Subject Drugs made by Defendants and their co-conspirators at supra-competitive prices is an overt act taken in furtherance of the overarching conspiracy.

1588. Moreover, virtually none of the Defendants or their co-conspirators have withdrawn from the conspiracy. And all of them have continued to profit from the ongoing anticompetitive effects that the conspiracy has caused.

XI. PLAINTIFF'S PURCHASES AND ANTITRUST INJURY

1589. Because of Defendants and the co-conspirators' illegal conduct, Plaintiff has been compelled to pay artificially-inflated prices for each of the Subject Drugs. Those prices have been substantially higher than the prices that Plaintiff would have paid for the Subject Drugs but for Defendants and the co-conspirators' collusion.

1590. Economic theory dictates that overcharges at higher levels of the distribution chain generally get passed down through the distribution chain resulting in higher prices at every level below. This is particularly true given the structure of the pharmaceutical drug industry.

1591. Consequently, Plaintiff has sustained substantial losses and damages to its business and property in the form of overcharges. The full amount, forms, and components of such damages will be determined after discovery and upon proof at trial.

1592. Defendants and the co-conspirators' unlawful conduct has successfully eliminated competition in the market, and Plaintiff has sustained, and continues to sustain, significant losses in the form of artificially inflated prices paid to Defendants and the co-conspirators. The full amount of such damages will be calculated after discovery and upon proof at trial.

1593. Defendants and the co-conspirators, through their unlawful acts, reduced competition in the United States market for the Subject Drugs, increased prices, and caused antitrust injury to Plaintiff.

1594. Prices for the Subject Drugs have been and will continue to be inflated as a direct and foreseeable result of Defendants and the co-conspirators' anticompetitive conduct. The inflated prices that Plaintiff has paid, and will continue to pay, are traceable to, and the foreseeable result of, Defendants and the co-conspirators' unlawful conduct. Plaintiff therefore seeks injunctive relief as well as damages for all injuries proximately caused by the unlawful conduct.

XII. COUNTS

FIRST COUNT: MONOPOLIZATION IN VIOLATION OF STATE ANTITRUST LAW, Conn. Gen. Stat. § 35-24 *et seq.* (The Overarching and Individual Conspiracies)

1595. Plaintiff incorporates by reference the preceding allegations.

1596. Defendants, along with their co-conspirators, entered into continuing illegal contracts, combinations, or conspiracies -- that are subsumed within an overarching conspiracy -- to

monopolize, the purpose and effect of which has been to eliminate competition in the sale of generic drugs and to raise the price of generic drugs to supra-competitive levels.

1597. Conn. Gen. Stat. § 35-27, entitled, “Monopolization or attempt to monopolize unlawful,” provides: “Every contract, combination, or conspiracy to monopolize, or attempt to monopolize, or monopolization of any part of trade or commerce is unlawful....”

1598. Conn. Gen. Stat. § 35-35, entitled, “Treble damages for injury to business or property,” states: “The state, or any person, including, but not limited to, a consumer, injured in its business or property by any violation of the provisions of this chapter shall recover treble damages, together with a reasonable attorney’s fee and costs.

1599. The unlawful acts by Defendants and their co-conspirators had, and continue to have, a substantial and foreseeable effect on the commerce of Connecticut by artificially raising and fixing prices for generic drugs, including the Subject Drugs, as sold, paid for, and/or dispensed in Connecticut in violation of Connecticut General Statutes § 35-24 et seq.

1600. During the relevant period, through either Defendants themselves or the regional and national distributors and retailers that Defendants have engaged for the sale of generic drugs, including the Subject Drugs, many millions of dollars’ worth of generic drugs, including the Subject Drugs, have been, and continue to be, sold in Connecticut every year.

1601. As a direct and proximate result of Defendants’ violation of Connecticut laws, Plaintiff has been harmed by being forced to pay artificially inflated, supracompetitive prices for generic drugs, including the Subject Drugs, dispensed to insureds throughout the United States, and Plaintiff has suffered damages in an amount to be proven at trial.

1602. There was and is a large disparity between the price that Plaintiff paid and continues to pay for the generic drugs, including the Subject Drugs, and the value received, given that more

cheaply priced generic drugs should have been available, and would have been available, absent Defendants' illegal conduct.

1603. Plaintiff has been injured and will continue to be injured in its business and property by paying more for the generic drugs, including the Subject Drugs, than in the absence of Defendants' unlawful conduct and violation of Connecticut law.

1604. Defendants' conduct in violation of Connecticut law was done knowingly, willfully, and flagrantly.

1605. In light of the foregoing, and other facts to be learned and developed through discovery and/or proved at trial, Plaintiff is entitled to an award of treble damages in excess of \$75,000; and entitled to award of reasonable costs and attorney's fees to the extent allowable by law.

**SECOND COUNT: **RESTRAINT OF TRADE IN VIOLATION OF STATE
ANTITRUST LAW, Conn. Gen. Stat. § 35-27 (The Overarching and
Individual Conspiracies)****

1606. Plaintiff incorporates by reference the preceding allegations.

1607. Conn. Gen. Stat. § 35-26 states that: "Every contract, combination, or conspiracy in restraint of any part of trade or commerce is unlawful."

1608. Defendants, along with their co-conspirators, entered into continuing illegal contracts, combinations or conspiracies in restraint of trade, the purpose and effect of which has been to eliminate competition in the sale of generic drugs and to raise the price of generic drugs to supra-competitive levels within the meaning of Conn. Gen. Stat. § 35-26.

1609. The unlawful acts by Defendants and their co-conspirators had, and continue to have, a substantial and foreseeable effect on the commerce of Connecticut by unreasonably restraining trade in violation of Conn. Gen. Stat. § 35-26.

1610. During the relevant period, through either Defendants themselves or the regional and national distributors and retailers that Defendants have engaged for the sale of generic drugs,

including the Subject Drugs, many millions of dollars' worth of generic drugs, including the Subject Drugs, have been, and continue to be, sold in Connecticut every year.

1611. As a direct and proximate result of Defendants' violations, Plaintiff has been harmed by being forced to pay artificially inflated, supracompetitive prices for generic drugs dispensed to insureds, and Plaintiff has suffered damages in an amount to be proven at trial.

1612. There was and is a large disparity between the price that Plaintiff paid and continues to pay for generic drugs, including the Subject Drugs, and the value received, given that more cheaply priced generic drugs should have been available, and would have been available, absent Defendants' illegal conduct.

1613. Plaintiff has been injured and will continue to be injured in its business and property by paying more for the generic drugs, including the Subject Drugs, than in the absence of Defendants' unlawful conduct and violation of Connecticut law.

1614. Defendants' conduct in violation of Connecticut law was done knowingly, willfully, and flagrantly.

1615. In light of the foregoing, and other facts to be learned and developed through discovery and/or proved at trial, Plaintiff is entitled to trebled damages for all overcharges incurred and paid by Plaintiff as a result of Defendants' conduct, restitution, as well as attorneys' fees and costs, and all other forms of relief available.

THIRD COUNT: UNFAIR OR DECEPTIVE TRADE PRACTICE IN VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT, Conn. Gen. Stat. §§ 42-110a *et seq.* (The Overarching Conspiracy and Individual Conspiracies)

1616. Plaintiff incorporates by reference the preceding allegations.

1617. The Connecticut Unfair Trade Practices Act prohibits "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Conn. Gen. Stat. § 42-110b. It also permits any individual harmed by such practices to sue on behalf

of herself and a class of similarly situated people to recover actual damages, and punitive damages in the Court's discretion. Id. § 42-110g(a)-(b)..

1618. Defendants' conduct offends public policy, because it violates Connecticut statutes relating to abuse of market power, as well as established common law principles of fair competition. Defendants have benefitted from artificial prices in the sale of generic drugs, including the Subject Drugs, resulting from the unlawful and inequitable acts alleged in this Complaint.

1619. Defendants conduct is immoral, unethical, oppressive, and/or unscrupulous, because it was undertaken to maximize Defendant's profit at the expense of Plaintiff and the health insurance market free from the unreasonable impediments to competition Defendants have erected.

1620. Defendants' conduct has caused substantial injury to consumers such as Plaintiff by significantly and unreasonably inflating the amounts paid for prescription drugs.

1621. The harm to Plaintiff caused by Defendants' unlawful acts is sufficiently direct to be actionable under CUTPA.

1622. Wherefore, Plaintiff is entitled to an award of actual damages, as well as punitive damages, and is entitled to award of reasonable costs and attorney's fees to the extent allowable by law.

FOURTH COUNT: INJUNCTIVE, EQUITABLE, DECLARATORY RELIEF (Civil Conspiracy)

1623. Plaintiff incorporates by reference the preceding allegations.

1624. The Court has authority to award injunctive relief pursuant to Conn. Gen. Stat. § 3534.

1625. Plaintiff has shown that to the extent the facts and law allow for the imposition of equitable, declaratory or injunctive remedies, they plead recourse to any and all such remedies.

1626. As a direct and proximate result of Defendants' violation of each of the foregoing laws, Plaintiff has been harmed by being forced to pay artificially inflated, supracompetitive prices for generic drugs. Plaintiff requests that the Court order the reformation of Defendants' practices, and/or contractual and agreement terms, including, for example, to require greater pricing transparency, express language against use of "fair share" arrangements, and other such remedies.

1627. There was and is a large disparity between the price that Plaintiff paid and continues to pay for generic drugs, including the Subject Drugs, and the value received, given that more cheaply priced generic drugs should have been available, and would have been available, absent Defendants' illegal conduct.

1628. Plaintiff, in addition to the damages claims, request injunctive, declaratory or equitable relief and show that the injunctive relief will prevent Defendants from imposing anticompetitive provisions in their contracts. Defendants' conduct was done knowingly, willfully, and flagrantly, and with malice insofar as Defendants intended to cause Plaintiff to pay supracompetitive prices for generics drugs, including the Subject Drugs. There was no justification for Defendants' misconduct.

1629. In light of the foregoing, and other facts to be learned and developed through discovery and/or proved at trial, Plaintiff has standing to and does seek equitable relief against Defendants, including an injunction to prohibit Defendant's illegal conduct as well as an order of equitable restitution and disgorgement of the monetary gains that Defendants obtained from unfair competition.

XIII. CLAIMS FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants, as follows:

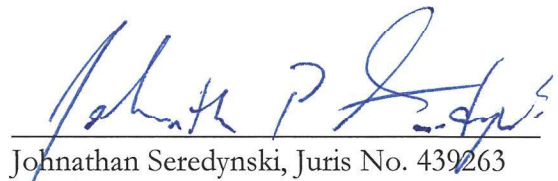
A. Declaring that each Defendant has committed violations of the laws alleged herein;

- B. Judgment against Defendants, jointly and severally, awarding Plaintiff actual, consequential, compensatory, treble, punitive, and/or other damages, in an amount to be proven at trial, including pre-judgment and post-judgment interest at the statutory rates;
- C. Awarding Plaintiff its reasonable costs and expenses, including attorneys' fees; and
- D. Awarding all other legal or equitable relief as the Court deems just and proper.

XIV. JURY DEMAND

Plaintiff demands trial by jury of all matters that are triable as of right to a jury.

Dated: December 30, 2024



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FOR THE PLAINTIFF

APPENDIX A

Appendix A: List of Subject Drugs

No.	Drug Name
1	Adapalene Gel
2	Amloride HCL / HCTZ Tablets
3	Amoxicillin Trihydrate /Clavulanate Potassium Chewable Tablets
4	Amphetamine / Dextroamphetamine ER
5	Amphetamine / Dextroamphetamine IR
6	Azithromycin Suspension and Oral Suspension
7	Baclofen Tablets
8	Benazepril HCL / HCTZ
9	Bethanechol Chloride Tablets
10	Budesonide DR Capsules
11	Budesonide DR Inhalation Suspension
12	Bumetanide Tablets
13	Buspirone HCL Tablets
14	Cabergoline
15	Capecitabine
16	Carbamazepine Tablets and Chewable Tablets
17	Cefdinir Capsules
18	Cefdinir Oral Suspension
19	Cefprozil Tablets
20	Celecoxib
21	Cephalexin Oral Suspension
22	Cimetidine Tablets
23	Ciprofloxacin HCL Tablets
24	Clarithromycin ER Tablets
25	Clemastine Fumarate Tablets
26	Clomipramine HCL
27	Clonidine TTS Patch

No.	Drug Name
28	Clotrimazole Topical Solution
29	Cyproheptadine HCL Tablets
30	Desmopressin Acetate Tablets
31	Desogestrel / Ethinyl Estradiol Tablets (Kariva)
32	Dexmethylphenidate HCL ER Capsules
33	Dextroamphetamine Sulfate ER Tablets and Capsules
34	Diclofenac Potassium Tablets
35	Dicloxacillin Sodium Capsules
36	Diflunisal Tablets
37	Diltiazem HCL Tablets
38	Disopyramide Phosphate Capsules
39	Doxazosin Mesylate Tablets
40	Drospirenone, Ethinyl Estradiol (Ocella)
41	Enalapril Maleate Tablets
42	Entecavir
43	Estazolam Tablets
44	Estradiol Tablets
45	Estradiol/Norethindrone Acetate (Mimvey) Tablets
46	Ethinyl Estradiol / Levonorgestrel (Portia and Jolessa)
47	Ethinyl Estradiol / Norethindrone (Balziva)
48	Ethosuximide Capsules
49	Ethosuximide Oral Suspension
50	Etodolac ER Tablets
51	Etodolac Tablets
52	Fenofibrate
53	Fluconazole Tablets
54	Fluocinonide Cream and Emollient Cream
55	Fluocinonide Gel

No.	Drug Name
56	Fluocinonide Ointment
57	Fluoxetine HCL Tablets
58	Flurbiprofen Tablets
59	Flutamide Tablets
60	Fluvastatin Sodium Capsules
61	Gabapentin Tablets
62	Glimepiride Tablets
63	Griseofulvin Oral Suspension
64	Haloperidol
65	Hydroxyurea Capsules
66	Hydroxyzine Pamoate Capsules
67	Irbesartan
68	Isoniazid
69	Ketoconazole Cream
70	Ketoconazole Tablets
71	Ketoprofen Capsules
72	Ketorolac Tromethamine Tablets
73	Labetalol HCL Tablets
74	Lamivudine / Zidovudine
75	Levothyroxine Sodium
76	Loperamide HCL Capsules
77	Medroxyprogesterone Tablets
78	Methotrexate Sodium Tablets
79	Moexipril HCL Tablets
80	Moexipril HCL / HCTZ Tablets
81	Nabumetone
82	Nadolol Tablets
83	Niacin ER Tablets

No.	Drug Name
84	Nitrofurantoin MAC Crystals
85	Norethindrone Acetate
86	Nortriptyline HCL Capsules
87	Omega-3-Acid-Ethyl Esters
88	Oxaprozin Tablets
89	Oxybutynin Chloride Tablets
90	Paricalcitol
91	Penicillin V Potassium Tablets
92	Pentoxifylline Tablets
93	Piroxicam
94	Pravastatin Sodium Tablets
95	Prazosin HCL Capsules
96	Prochlorperazine Tablets
97	Prochlorperazine Suppositories
98	Propranolol HCL Tablets
99	Raloxifene HCL Tablets
100	Ranitidine HCL Capsules and Tablets
101	Tamoxifen Citrate Tablets
102	Temozolomide
103	Tizanidine HCL
104	Tobramycin
105	Tolmetin Sodium Capsules
106	Tolterodine Tartrate Tablets
107	Tolterodine Tartrate ER Tablets
108	Topiramate Sprinkle Capsules
109	Trifluoperazine HCL
110	Valsartan / HCTZ
111	Warfarin Sodium Tablets

APPENDIX B

Appendix B
TRADE ASSOCIATION MEETINGS - ATTENDEES

February 16-18, 2010
GPhA 2010 Annual Meeting
Naples, Florida

Actavis
Akorn/Hi-Tech
Alvogen
Amneal
Apotex
Aurobindo
Breckenridge
Fougera
Glenmark
Greenstone
Impax
Lupin
Mylan/UDL
Par/Endo
Perrigo
Sandoz
Taro
Teva
Versapharm
West-Ward
Wockhardt
Zydus

June 6-9, 2010
HDMA 2010 Business and Leadership Conference
Orlando, Florida

Actavis:	Michael Baker, Executive Vice President, Trade Sales and Development (Allergan); John Shane, Director, Trade Relations (Allergan); Jack Ericsson, Senior Regional Manager (Allergan); Roger Maffin (Allergan); Michael Reed, Director, National Trade Accounts (Allergan); Paul Reed, Senior Director, Trade Sales (Allergan)
Amneal:	Chirag Patel, President; Jim Luce, Executive Vice President, Sales and Marketing; Stephen Rutledge, Vice President, Sales
Alvogen:	William Hill, Vice President of Sales and Marketing; Michael Olivi, Senior Director of Sales
Apotex:	Beth Hamilton, Director, National Sales; James Van Lieshout, Vice President Retail Sales

- Dr. Reddy's:** John Adams, Vice President, Sales and Marketing, North America Generics; Jake Austin, Regional Account Manager; Robert Rodowicz, Director, National Accounts; Cindy Stevens, Senior Director of National Accounts; Tricia Wetzels, Senior Director, National Accounts; Sally Schimelpfenig, Director Rx Marketing
- Greenstone:** John Calabrese, Director of Sales; James R. Cannon, VP, Business Development; Rick K. Mackenzie, National Accounts Director; Mark Mancinotti, National Accounts Director; Robert Sanderson, National Accounts Director; Christine Versichele, Director, Channel Strategies; Gregory Williams, National Account Director
- Fougera:** Kian Kazemi, Senior Vice President, Sales; Christopher Bihari, National Accounts Executive; David Klaum, Senior Vice President and General Manager; Anthony Thomassey, National Accounts Executive
- Lannett:** Richard Matchett, National Account Manager; Kevin Smith, Vice President, Sales & Marketing; Robert Foley, Marketing/Sales Manager; Tracy Sullivan, National Account Manager
- Mylan:** Jonathan Kerr, Vice President, Sales; James Nesta, Director, National Accounts; Kevin McElfresh, Director, National Accounts; David Workman, Senior Director, Pricing & Contracts
- Par:** Michael Altamuro, Senior Director, Marketing; Renee Kenney, Vice President, Sales; Paul Campanelli, President, Generics Division; Rich Franchi, VP, National Accounts (DAVA); Justin McManus, Regional Account Manager (DAVA); Rick Pallokat, Senior Vice President (DAVA); Sandra Bayer, National Accounts Manager
- Sandoz:** Christopher Neurohr, Director, National Accounts
- Teva:** Theresa Coward, Senior Director of National Sales; Kevin Green; National Account Manager; Madelen Renner, National Account Manager;
- Valeant:** JoAnne Kondori, Director, Logistics and Inventory; Asha Soto, Vice President, Supply Chain Operations
- Zydus:** Kristy Ronco, Director, National Accounts and Customer Marketing; Laura Short, Director, National Accounts and Customer Strategy; Karen Strelau, Vice President Sales

October 19-21, 2010
GPhA 2010 Fall Technical Conference
Bethesda, Maryland

Actavis
Akorn/Hi-Tech
Amneal

Aurobindo
Dr. Reddy's
Fougera
Glenmark
Lannett
Lupin
Mylan/UDL
Perrigo
Sandoz
Strides
Sun
Taro
Teva
Upsher-Smith
Versapharm
West-Ward
Zydus

**February 16-18, 2011
GPhA Annual Meeting
Orlando, Florida**

Actavis
Akorn/Hi-Tech
Apotex
Ascend
Aurobindo
Breckenridge
Dr. Reddy's
Fougera
Greenstone
Heritage
Impax
Lupin
Mallinckrodt
Mylan/UDL
Par
Sandoz
Taro
Teva
VersaPharm
West-Ward

June 5-8, 2011
HDMA Business & Leadership Conference
JW Marriott, Desert Ridge, Phoenix, Arizona

- Actavis:** Michael Baker, Executive Vice President, Trade Sales and Development; John Shane, Director, Trade Relations
- Amneal:** Thomas Balog; Jim Luce, Executive Vice President, Sales and Marketing; Stephen Rutledge, Vice President of Sales;
- Apotex:** Beth Hamilton, Director, National Sales; James Van Lieshout, Vice President Retail Sales; Jeff Watson, Chief Commercial Officer
- Dr. Reddy's** John Adams, Vice President, Sales and Marketing, North America Generics; Jake Austin, Regional Account Manager; Jeff Burd, Sr. Director, Generics Rx Marketing, North America; Venkata Jayanti, Associate Director, Rx Generics; Tom McMullen, Director, National Accounts; Katherine Neely, Associate Director, Generics Rx Marketing, North America; Robert Rodowicz, Director, National Accounts; Cindy Stevens, Senior Director of National Accounts; Tricia Wetzel, Senior Director, National Accounts
- Fougera:** Kian Kazemi, Senior Vice President, Sales; Christopher Bihari, National Accounts Executive; David Klaum, Senior Vice President and General Manager
- Greenstone:** Lori La Mattina, Sales Operations Manager; Jill K. Nailor, Senior Director of Sales and National Accounts; Robert Sanderson, National Account Director; Robin Strzeminski, National Account Director; Kevin Valade, National Account Director; Christine Versichele, National Account Director; Gregory Williams, National Account Director
- Lannett:** Richard Matchett, National Account Manager; Kevin Smith, Vice President, Sales & Marketing
- Mylan:** Danielle Barill, Key Account Manager; Edgar Escoto, Director, National Accounts; Jonathan Kerr, Vice President, Sales; Stephen Krinke, National Account Manager; James Nesta, Director, National Accounts; Stephen Stone, Director, National Accounts; Thomas Theiss, National Accounts Manager, Trade Relations; Gary Tighe, Director, Industry Relations; Ashley Vitale, Project Manager, Sales & Marketing
- Par:** Michael Altamuro, Commercial Operations & Marketing; Renee Kenney, Senior Advisor, Generic Sales; Rich Franchi, Vice President, Sales; Rich Franchi, VP, National Accounts (DAVA); Justin McManus, Regional Account Manager (DAVA); Rick Pallokat, Senior Vice President (DAVA); Sandra Bayer, National Accounts Manager; Robert Enserro, Manager, Trade Relations and National Accounts

- Sandoz:** Steven Greenstein, Director, National Accounts; Armando Kellum, Director, Contracts & Pricing; Paul Krauthauser, Director, National Accounts; Della Lubke, Director, National Accounts; Christopher Neurohr, Director, National Accounts; Rich Tremonte, Vice President, Sales & Marketing
- Sun:** Susan Knoblauch, Sales Manager; Anand Shah, Sr. Manager, Sales Operations; Steven Smith, Corporate Account Manager
- Teva:** Theresa Coward, Senior Director of National Sales; Jonathan Kafer, Vice President, Sales and Marketing; Robert Cunard, Vice President, Sales; John Denman, VP, Sales & Marketing; Andrew Boyer, Senior Vice President, Generic Sales and Marketing; Kevin Green; National Account Manager; Jeffrey Herzfeld, Senior Vice President, Commercial Operations and America Strategy; Jeff McClard, Director, National Accounts; Jessica Peters, National Account Manager; Allan Slavsky, Vice President, Sales
- VersaPharm:** Stephen McCune, Chief Sales and Marketing Officer; Grace Wilks, Manager, Pricing, Contracts, Government and National Accounts
- Zydus:** Kristy Ronco, Director, National Accounts and Customer Marketing; Laura Short, Director, National Accounts and Customer Strategy; Karen Strelau, Vice President, Sales

February 22-24, 2012
GPhA Annual Meeting
Orlando, Florida

Mylan/UDL
 Par/Endo
 Sandoz
 Teva

June 13, 2012
HDMA 2012 Business Leadership Conference
San Antonio, Texas

- Actavis:** Michael Baker, Executive Vice President, Trade Sales and Development (Allergan); John Shane, Director, Trade Relations (Allergan); Jack Ericsson, Senior Regional Manager (Allergan); Michael Reed, Director, National Trade Accounts (Allergan); Paul Reed, Senior Director, Trade Sales (Allergan); Carrie Wetzell, National Account Manager (Allergan)
- Amneal:** Chip Austin, Mid Atlantic District Manager; Thomas Balog, Trade Consultant; Jim Luce, Executive Vice President, Sales and Marketing; Stephen Rutledge, Vice President of Sales

Apotex: Beth Hamilton, Director, National Sales; James Van Lieshout, Vice President Retail Sales; Jeff Watson, President

Aurobindo: Corrine Hogan, VP Sales & Marketing; Scott White, President

Dr. Reddy's: John Adams, Vice President, Sales and Marketing, North America Generics; Jake Austin, Regional Sales Manager; Katherine Neely, Associate Director, Generics Rx Marketing, North America; Amanda Rebnicky, Associate Director, Marketing; Robert Rodowicz, Director, National Accounts; Cindy Stevens, Senior Director of National Accounts; Tricia Wetzel, Senior Director, National Accounts

Fougera: Kian Kazemi, Senior Vice President, Sales; Christopher Bihari, National Accounts Executive; David Klaum, Senior Vice President and General Manager; Walter Kaczmarek, Vice President, National Accounts and Managed Markets

Greenstone: Lori La Mattina, Sales Operations Manager; Jill K. Nailor, Senior Director, Sales and National Accounts; Robin Strzeminski, National Account Director; Kevin Valade, National Account Director; Gregory Williams, National Account Manager

Heritage: Jason Malek, President; Matt Edelson, Senior Director of Sales; Anne Sather, National Account Manager; Neal O'Mara, National Account Manager

Lannett: Kevin Smith, Vice President, Sales & Marketing; Lauren Carotenuto; Justin McManus, National Account Manager; Tracy Sullivan, National Account Manager

Mylan/UDL: Janet Bell, Key Accounts Manager; Edgar Escoto, Director, National Accounts; Charesse Forbes, Manager, Market Access Strategy; Stephen Krinke, National Account Manager; Kevin McElfresh, Executive Director, National Accounts; James Nesta, Director, National Accounts; Sean Reilly, Key Account Manager; Stephen Stone, Director, National Accounts; Thomas Theiss, Director, Trade Relations; Gary Tighe, Director, National Account; Lance Wyatt, Director, National Accounts

Par/Endo: Sandra Bayer, National Accounts Manager;

Sandoz: Steven Greenstein, Director, National Accounts; Paul Krauthauser, Director, National Accounts; Della Lubke, Director, National Accounts; Christopher Neurohr, Director, National Accounts

Sun: Susan Knoblauch, Sales Manager; Anand Shah, Sr. Manager, Sales Operations; Steven Smith, Director of Sales

Teva: Theresa Coward, Senior Director of National Sales; Andrew Boyer, Senior Vice President, Generic Sales and Marketing; Christopher Doerr, Associate Director, Trade Operations; Kevin Green, National Account Manager; Jeff McClard, Director, National Accounts; Jessica Peters, National Account Manager; David Rekenhalter, Director, National Accounts; Richard Rogerson, Director, Pricing; Teri Mauro Sherman, Director, National Accounts; Allan Slavsky, Vice President, Sales;

Valeant: Asha Soto, Vice President, Trade Relations & Customer Operations; Cheryl Volker, Senior Manager, Customer Service;

VersaPharm: Stephen M. McCune, Chief Sales and Marketing Officer; Grace Wilks, Manager, Pricing, Contracts, Government and National Accounts

West-Ward: Mark Boudreau, Executive Director of National Sales; John Kline, National Account Director; Joseph Ruhmel, National Account Director; Steven Snyder, National Account Director

Zyodus: Kristy Ronco, Director, National Accounts and Customer Marketing; Laura Short, Director, Associate Vice President, National Accounts and Customer Strategies; Karen Strelau, Vice President, Sales

October 1-3, 2012
GPhA Technical Conference
Bethesda, Maryland

Actavis: Joyce Del Guadio, Executive Director, Regulatory Affairs

Akorn

Apotex: Bruce Clark, Senior Vice President, Scientific and Regulatory Affairs

Aurobindo

Breckenridge:

Dr. Reddy's: Nick Cappuccino, Vice President and Head of Global Quality

Fougera

Glenmark

Heritage

Impax: Marcy Macdonald, Vice President, Regulatory Affairs

Lannett

Lupin

Mylan: Marcie McClintic, Vice President and General Counsel

Par

Perrigo: Richard Stec, Vice President, Global and Regulatory Affairs

Sandoz

Sun

Taro

Teva: Debbie Jaskot, Vice President, U.S. Generic Regulatory Affairs and North American Policy; Jonathan Kafer, Vice President of Sales and Marketing

UDL

Upsher-Smith

HDMA 2012 Annual Board & Membership Meeting
October 5, 2012

Amneal: Jim Luce, Executive Vice President, Sales and Marketing; Stephen Rutledge, Vice President of Sales

Mylan: Robert Potter, Executive President, Sales & Channel Development; Joseph Duda, Vice President, Sales Operation; James Nesta, Executive Director, National Accounts; Robert O'Neil, Vice President Controller

Par: Scott Littlefield, National Account Director (Endo)

Teva: Christine Baeder, Senior Director, Customer Operations; Maureen Cavanaugh, Senior Vice President, Sales & Marketing; Theresa Coward, Senior Director of National Sales; and Christopher R. Doerr, Associate Director, Trade Operations

Feb. 12-13, 2013
HDMA 2013 Specialty Pharmaceutical Supply Chain Issues & Trends Seminar

Apotex
Lannett
Mylan
Sandoz
Teva

February 20-22, 2013
GPhA Annual Meeting
Orlando, Florida

Actavis: Sigurdur Olafsson, President

Akorn

Alvogen

Amneal

Apotex

Ascend

Aurobindo

Breckenridge

Dr. Reddy's

G&W Laboratories

Glenmark

Greenstone

Heritage

Impax

Lupin

Mallinckrodt

Mylan: Anthony Mauro, President

Par

Perrigo: Douglas Boothe, President of Generics Division; Judy Brown, Chief Financial Officer; Joseph Papa, Chairman and CEO; Richard Stec, Vice President of Global and Regulatory Affairs

Sandoz: Donald DeGolyer, President & CEO

Sun

Taro: Kim DiPadova; Kal Sundaram, CEO

Teligent (IGI Laboratories): Jason Grenfell-Gardner, President and CEO

Teva: Allan Oberman, President and CEO

Versapharm

Wockhardt

Zydus

May 14-15, 2013
HDMA 2013 Supply Chain Security Seminar
Wilmington, DE

Actavis

Apotex

Sandoz

Teva

June 2-5, 2013
HDMA 2013 Business and Leadership Conference
Orlando, Florida

Actavis: Andrew Boyer, President and CEO, North America Generics, Marc Falkin, Vice President of Purchasing; Maureen Barrett, Director of National Accounts; Anthony Giannone, National Accounts Director

Amneal: Marty Ross, Vice President, Sales Operations; Stephen Rutledge, Vice President Sales

Alvogen: William Hill, Vice President of Sales and Marketing

Apotex: Jeffrey Hampton, Vice President, Commercial Operations; Beth Hamilton, National Sales Director; James Van Lieshout, Vice President, Sales; Jane Williams, Vice President Specialty Generic Sales

Aurobindo: Julie Faria, Senior Manager, Sales Operations and Contact Administration

Breckenridge

Citron: Karen Strelau, Vice President, Sales; Laura Short, Associate Vice President, Sales

Dr. Reddy's: Victor Borelli (Vice President and Head, National Accounts, North America Generics); Michael Burton (Director National Accounts, Health Systems); Joshua Hudgens (Director of Purchasing); Patricia Wetzel (Senior Director, National Accounts)

Endo

Glenmark: Christopher Bihari, Director National Accounts

Greenstone: Lori La Mattina, Sales Marketing Manager; Jill K. Nailor, Senior Director, Sales and National Accounts; Robin Strzeminski, National Account Director; Kevin Valade, National Account Director; Gregory Williams, National Account Manager

Heritage: Neal O'Mara, National Accounts Manager; Anne Sather, National Account Manager

Impax: Gary Skalski, Director of Sales; William Ball, Senior National Account Manager; Danny Darnell, Senior National Account Manager; Todd Engle, Senior Director, Sales Operations

Lannett: Kevin Smith, Vice President of Sales; Grace Wilks, Director, Sales and Marketing; Tracy Sullivan, Director of National Accounts; Robert Foley, Marketing Manager; Lauren Carotenuto, National Accounts; and Justin McManus, National Accounts

Lupin: Dave Berthold, VP, Sales, U.S. Generics; David Shirkey, National Accounts Manager; Lauren Walten, National Account Manager

Mallinckrodt: Steven Becker, National Account Director; Kian Kazemi, Director, Retail National Accounts – Specialty Generics; Jacob Longenecker, Product Manager, Specialty Generics; Jane Williams, Vice President, Sales – Specialty Generics

Mylan: Janet Bell, National Accounts Director; Joseph Duda, Vice President, North America Sales Operations and Customer Excellence; Edgar Escoto, National Accounts Director; Kevin McElfresh, Executive Director, National Accounts; James Nesta, Vice President of Sales; Robert O'Neill, Vice President; Sean Reilly, Key Account Manager; John Shane, Director of National Trade Accounts; Gary Tighe, National Accounts Director; Lance Wyatt, National Accounts Director; Michael Aigner, Director, National Accounts; John Baranick, Director, Trade Relations; Danielle

Barill, Director, Sales Support and Customer Relations; Andrew Dobbs, Manager, Supplier Trade Relations; Richard Isaac, Senior Manager, Strategic Accounts; Christopher Neurohr, Director, National Accounts; Jim Nesta, National Account Manager

Par: Jon Holden, Vice President of Sales; Sandra Bayer, National Accounts Manager; Peter Gargiulo, Director, National Accounts; Christopher Neurohr, Director, National Accounts; John Bullock, National Accounts Director

Pfizer

Sandoz: Alan Ryan, Associate Director, National Accounts; Dawn Doggett, National Trade Affairs Executive, Managed Markets

Sun: Scott Littlefield, Trade Director, National Account Director; Daniel Schober, Associate Vice President, Trade Sales; David Moody, CEO, Mutual; David Simoneaux, Marketing Coordinator, Mutual

Teva: Theresa Coward, Senior Director, National Sales; Sal Cuomo, Trade Account Director; Jeffrey Herzfeld, Senior Vice President, Commercial Operations and America Strategy; Jessica Peters, National Accounts Manager; Teri Sherman, National Accounts Director; Christine Baeder, Senior Director Customer Operations; Andrew Boyer, Senior Vice President, Generic Sales and Marketing; Marc Falkin, Vice President, Purchasing; Christopher Doerr, Director Trade Relations

Upsher-Smith: JoAnn Gaio (Sr. National Account Manager, Trade), Brad Leonard (Senior Director, National Accounts), Mike Muzetras (Senior National Accounts Manager), David Zitnak (National Accounts Senior Director), Doug Zitnak (National Accounts Senior Director); Mike McBride (VP, Partner Relations); and Jim Maahs (Sr. Director, Sales and Marketing).

Valeant: Cheryl Volker, Senior Manager, Customer Service

VersaPharm: Steve McCune, Chief Sales and Marketing Officer

West-Ward: Mark Boudreau, Executive Director of National Sales; Paul Kersten, Vice President, Sales and Marketing; Neal Gervais, National Account Director; John Kline, National Account Director; Joseph Ruhmel, National Account Director; Marik Soudreau, Executive Director, National Sales; Steven Snyder, National Account Director

Wockhardt

Zydus: Scott Goldy, Director, National Accounts; Kevin Green, National Accounts Manager; Marc Kikuchi, Senior Vice President, Global Generics; Phyllis Kidder, Senior Vice President, Global Generics; Kristy Ronco, Associate Vice President, National Accounts

June 4-5, 2013
GPhA Chemistry, Manufacturing and Controls Workshop
Bethesda, Maryland¹

Actavis

Apotex: Kiran Krishnan, Vice President, Regulatory Affairs

Breckenridge

Dr. Reddy's: Nick Cappuccino, Vice-President and Head of Global Quality

Fougera

G&W Laboratories

Glenmark

Heritage

Hi-Tech

Impax: Marcy Macdonald, Vice President Regulatory Affairs

Lannett

Morton Grove

Mylan

Par

Perrigo: Richard Stec, Vice President Global Regulatory Affairs

Sandoz: Alison Sherwood, Associate Director, Regulatory Affairs

Sun

Taro

Teva

UDL (Mylan Institutional)

Upsher-Smith

Zydus

September 29 – October 2, 2013
HDMA 2013 Annual Board and Membership Meeting
White Sulphur Springs, West Virginia

Amneal: Jim Luce, Executive Vice President, Sales and Marketing; Stephen Rutledge, Vice President of Sales

¹ 2013 CMC Workshop Past Attendees, ASSOCIATION FOR ACCESSIBLE MEDICINES,
<https://www.gphaonline.org/events/2013-cmc-workshop-past-attendees>.

Apotex: Beth Hamilton, Director, National Sales; Jeffrey Hampton, Vice President, Commercial Operations; James Van Lieshout, Vice President, Sales, Retail Division; Jeff Watson, President

Mylan: Joseph Duda, President; Anthony Mauro, Senior Vice President; Robert O'Neill, Vice President, Commercial Operations; Robert Potter, Senior Vice President, North America; Robert Tighe, CFO

Teva: Robert Tighe, Chief Financial Officer, North America; Theresa Coward, Senior Director, National Sales; Christopher Doerr, Director, Trade Operations; David Rekenhaller, Vice President Sales, US Generics; Christine Baeder, Senior Director, Customer Operations

October 28-30, 2013
GPhA Fall Technical Conference
North Bethesda, Maryland

Actavis

Akorn

Alvogen

Amneal

Apotex: Kiran Krishnan Vice President, Regulatory Affairs

Aurobindo

Breckenridge

Dr. Reddy's: Nick Cappuccino, Vice-President and Head of Global Quality

Fougera

Glenmark

Heritage

Hi-Tech

Impax: Marcy Macdonald, Vice President Regulatory Affairs

Lannett

Lupin

Mallinckrodt

Mylan: Dan Snider, Vice President Morgantown RD; Marcie McClintic, Vice President and Chief of Staff; Carmen Shepard, Senior VP, Global Policy and Regulatory; Par

Perrigo: Richard Stec, Vice President, Global Regulatory Affairs

Sandoz

Sun

Taro
Teligent (IGI Laboratories)
Teva
UDL (Mylan Institutional)
Upsher-Smith
Versapharm
Wockhardt
Zydus

February 19-21, 2014
GPhA Annual Meeting
Orlando, Florida

Actavis
Alvogen
Amneal
Apotex: Jeff Watson, President
Aurobindo
Breckenridge
Dr. Reddy's
Epic
Greenstone
Heritage
Hi-Tech
Impax
Lupin
Mallinckrodt
Mylan: Marcie McClintic Coates, VP and Head of Global Regulatory Affairs; Andrea Miller, Senior Vice President, Head, Global Complex Products Operations; Tony Mauro, President
Par
Perrigo
Sandoz: Carlos Sattler, M.D. Vice President, Clinical Development & Medical Affairs
Strides Pharma
Sun

Taro

Teligent (IGI Laboratories)

Teva: Allan Oberman, President and CEO

Upsher-Smith

Versapharm

Wockhardt

Zydus

March 9-12, 2014

HDMA Distribution Management Conference and Technology Expo
Palm Desert, California²

Actavis

Mylan

Par

Taro

Teva

Upsher-Smith.

April 1, 2014

HDMA Sixth Annual CEO Roundtable Fundraiser
New York, New York

Actavis: Andrew Boyer, Senior Vice President, US Generics Sales and Marketing; Napoleon Clark, Executive Director, US Generics Marketing; Marc Falkin, Vice President, Marketing, Pricing, and Contracts; Anthony Giannone, Executive Director, Sales; Rick Rogerson, Director, Pricing

Amneal: Chintu Patel, Co-CEO and Chairman; Chirag Patel, President and Co-Chairman

Apotex: Beth Hamilton, Director, National Sales; Jeffrey Hampton, Senior Vice President, Commercial Operations; James Van Lieshout, Vice President, Sales; Jeff Watson, President, US and Canada Commercial

Aurobindo: Robert Cunard, CEO; Paul McMahon, Senior Director Commercial Operations

Citron: Vimal Kavuru, CEO; Laura Short, Vice President, Sales; Karen Strelau, Executive Vice President, Sales and Marketing

² 2015 Distribution Management Conference, Previous Attendees, HDMA, Google Cache, <https://webcache.googleusercontent.com/search?q=cache:tavttopjP9kJ:https://www.healthcaredistribution.org/events/2015-distribution-management-conference/previous-attendees+&cd=1&hl=en&ct=clnk&gl=us>.

- Mylan:** Joseph Duda, President; Hal Korman, Executive Vice President and Chief Operating Officer; Anthony Mauro, Senior Vice President, and President of North America; James Nesta, Vice President of Sales; Robert Potter, Senior Vice President, North America National Accounts and Channel Development; Joseph Zenkis, Vice President, North America Sales and Channel Strategy
- Sandoz:** Anuj Hasija, Executive Director, Key Accounts; Armando Kellum, Vice President, Contracts, Pricing, and Business Analytics; Kirko Kirkov, Executive Director, Key Accounts; Scott Smith, Vice President, Commercial Operations
- Teva:** Maureen Cavanaugh, Senior Vice President, Sales and Marketing; Christopher Doerr, Director, Trade Operations; Jeffrey Herzfeld, Senior Vice President, US Trade Relations, Specialty Medicines; David Rekenthaler, Vice President Sales

May 12-15, 2014
MMCAP 2014 National Member Conference
Bloomington, Minnesota

- Actavis:** Mark Blitman, Executive Director of Sales for Government Markets
- Apotex:** Bob Simmons, National Account Director
- Breckenridge:** Scott Cohon, National Accounts Director
- Heritage:** Anne Sather, National Account Manager
- Lannett:** Tracy Sullivan, National Account Manager
- Mylan:** Janet Bell, Director, National Accounts
- Par:** Peter Gargiulo, Director, National Accounts; Sandra Bayer, Senior Director, National Accounts; Jon Holden, Vice President of Sales; Karen O'Connor, Vice President, National Accounts
- Perrigo:** Pete Hakenstad, National Account Manager
- Teva:** Nick Gerebi, National Account Manager
- West-Ward:** Mark Boudreau, Executive Director of National Sales
- West-Ward:** Mark Boudreau, Executive Director of National Sales

June 1-4, 2014
HDMA 2014 Business and Leadership Conference
JW Marriott Desert Ridge, Phoenix, Arizona³

Actavis: Maureen Barrett, Director of National Accounts; Marc Falkin, Vice President of Purchasing; John Fallon, Director of National Accounts; Anthony Giannone, National Accounts Director; Andrew Boyer, Senior Vice President, Generic Sales and Marketing; Richard Rogerson, Executive Director Pricing and Business Analytics

Alvogen: William Hill, EVP, US Commercial Operations

Amneal: Marty Ross, Vice President, Sales Operations; Stephen Rutledge, Vice President, Sales

Apotex: Bob Simmons, National Account Director; Jeffrey Hampton, Vice President, Commercial Operations; Beth Hamilton, National Sales Director; Tina Kaus, National Accounts Director; James Van Lieshout, Vice President, Sales; Jane Williams, Vice President Specialty Generic Sales

Aurobindo: Julie Faria, Senior Manager, Sales

Breckenridge

Camber: Brett Barczak, Director, Corporate Accounts

Citron: Laura Short, Vice President, Sales; Karen Strelau, Executive Vice President, Sales and Marketing

Dr. Reddy's: Chris Costa, Vice President of Sales; Mike Allen, Vice President and Head, Rx Generics; Victor Borelli, Senior Director, National Accounts; Joshua Hudgens, Director of Purchasing; Katherine Neeley, Associate Director; Gunjan Patel, Sales Analyst

Endo

Glenmark: Christopher Bihari, Director National Accounts

Greenstone: Lori La Mattina, Manager, Sales and Marketing; Robin Strzeminski, National Account Director; Gregory Williams, National Account Director

³ DMC and Expo, HDA, Previous Attendees,
<https://webcache.googleusercontent.com/search?q=cache:tavttopjP9kJ:https://www.healthcaredistribution.org/events/2015-distribution-management-conference/previous-attendees+&cd=1&hl=en&ct=clnk&gl=us>.

Heritage: Anne Sather, National Account Manager; Neal O'Mara, National Accounts Manager; Jeffrey Glazer, Chairman and CEO; Jason Malek, Senior Vice President, Commercial Operations; Matthew Edelson, Associate Director, National Accounts

Impax: Skalski; Darnell; Ball

Lannett: Kevin Smith, Vice President Sales and Marketing; Tracy Sullivan, Director, National Accounts; Grace Wilks, Director Sales and Marketing; Justin McManus, Director, National Accounts and Sales; Lauren Carotenuto, National Account Representative

Lupin: Dave Berthold, VP, Sales, U.S. Generics; David Shirkey, National Accounts Director; Lauren Walten, National Account Manager; Kevin Walker, National Accounts Manager

Mallinckrodt: Steven Becker, National Account Director; Lisa Cardetti, Director of Key Accounts; Walter Kaczmarek, Vice President, General Manager Specialty Generics; Kian Kazemi, Director, Retail National Accounts - Specialty Generics; Scott D. Parker, Director of Trade; Kevin D. Vorderstrasse, Senior Product Manager; Jane Williams, Vice President, Sales – Specialty Generics

Mylan: Richard Isaac (Senior Manager, Strategic Accounts); Joseph Duda (President); Edgar Escoto (National Accounts Director); James Nesta (Vice President of Sales); Lance Wyatt (National Accounts Director); Michael Aigner (Director, National Accounts); John Baranick (Director of Trade Relations); Joseph Zenkus (Vice President, North America Sales and Channel Strategy); Frank Mullery (Senior Director and Controller); Todd Bebout (Vice President, North America Supply Chain Management); Janet Bell (Director, National Accounts); Steven Krinke (National Account Manager); Robert O'Neill (Head of Sales Generic North America); Sean Reilly (National Account Manager); John Shane (Trade Relations); Erik Williams (Vice President North America Pricing and Contracts)

Par: Peter Gargiulo, Director, National Accounts; Sandra Bayer, Senior Director, National Accounts; Jon Holden, Vice President of Sales; Karen O'Connor, Vice President, National Accounts; Brent Bumpas, National Account Executive; Lisa Walker, Associate Director; Michael Reiney, Vice President, Sales; Charles "Trey" Propst, Vice President, National Accounts; Warren Pefley, Director, National Accounts

Rising

Sandoz: Lisa Badura, Director, National Accounts Sales; Anuj Hasija, Key Account Executive Director; Kirko Kirkov, Key Account Executive Director; Ryan Alan, Associate Director, National Accounts; Sean Walsh, Key Account Manager; James Hendricks, Key Account Executive Director; Della Lubke, Director, National Accounts; David Picard, Vice President, Generic Sales; Christopher Bihari, Director, National Sales; Steve Greenstein, Director, National Accounts

- Sun:** Daniel Schober, Associate Vice President, Trade Sales; Scott Littlefield, Trade Director, National Account Executive; Steven Smith, Senior Director of Sales; Susan Knoblauch, Senior Manager, Sales
- Taro USA:** Anand Shah, Associate Director Sales Operations
- Teva:** Theresa Coward, Senior Director, National Sales; Sal Cuomo, Trade Account Director; Christopher Doerr, Director, Trade Operations; Daniel Driscoll, Vice President Institutional Sales and Marketing; Jeffrey Herzfeld, Senior Vice President; Jeff McClard, Senior Director, National Accounts; Jessica Peters, Director, National Accounts; Teri Sherman, National Accounts Director; Cassie Dunrud, Associate Director; David Rekenthaler, Vice President, Sales, US Generics; Marc Falkin, Vice President, Marketing, Pricing, and Contract Operations; Nisha Patel, Director; Nick Gerebi, Director National Accounts
- Upsher-Smith:** JoAnn Gaio (Senior National Account Manager, Trade); Scott Hussey (Senior Vice President, Global Sales); Jim Maahs (Senior Director); Michael McBride (Associate Vice President, Partner Relations); Mike Muzetras (Senior National Accounts Manager); Doug Zitnak (National Accounts Senior Director)
- Valeant:** Thomas Allison, Senior Director of National Accounts; Dean Cowen, National Account Director; Todd LaRue, Vice President of Sales, U.S.; Barbara Purcell, Executive Director, Global Generics Sales & Marketing
- West-Ward:** Mark Boudreau, Executive Director of National Sales; Jeff Ruhland, Associate Manager, Supply Chain and Warehouse; Joseph Ruhmel, National Account Director; Steven Snyder, National Account Director
- Wockhardt:** Karen Andrews, Director of Sales; Scott Koenig, Associate Vice President, Retail Generics
- Zydus:** Scott Goldy, Director, National Accounts; Kevin Green, National Accounts Manager; Marc Kikuchi, Senior Vice President, Global Generics; Maria McManus, Corporate Account Manager; Jodi Weber, Corporate Account Manager; Louis Pastor, Senior Director, Trade Operations

June 3-4, 2014
GPhA CMC Workshop
Bethesda North Marriott Hotel, Bethesda, Maryland

Actavis

Apotex: Pradeep Sanghvi (Executive Vice President, Global R&D); Kiran Krishnan (Vice President, Regulatory Affairs); Chetan Doshi (Director of Formulation Development, Solid Dose)

Dr. Reddy's

Fougera

Glenmark

Heritage

Hi-Tech

Impax: Marcy Macdonald (Vice President, Regulatory Affairs)

Lannett

Lupin

Morton Grove

Mylan: Dan Snider (Vice President, Morgantown RD)

Par

Perrigo: Richard Stec (Vice President Global Regulatory Affairs)

Sandoz

Sun

Taro USA: Scott Tomskey (Vice President, Generic Regulatory Affairs, North America); Siva Vaithiyalingam (Director, Regulatory Affairs)

Teligent: Ann Howard, Senior Regulatory Affairs Associate

Teva: Scott Tomskey (Generic Regulatory Affairs, North America); Siva Vaithiyalingam (Director, Regulatory Affairs)

Upsher-Smith

Zydus

September 16-18, 2014
LogiPha Supply Chain Conference
Princeton, New Jersey

Actavis: Wayne Swanton, Senior Vice President Manufacturing and Supply Chain; Priya Gopal, Associate Director, Strategic Planning

Perrigo: Stuart Glickman, Executive Director Global Logistics

Sandoz: Davis Mason, Serialization Global Support Lead; Dorris Michele, Director of Supply Chain; Hillel West, Director of Supply Chain

Teva

September 27 – October 1, 2014
HDMA 2014 Annual Board and Membership Meeting
Montage, Laguna Beach, California

Actavis: Marc Falkin, Vice President, Marketing, Pricing and Contracts; Andrew Boyer, Senior Vice President, Generic Sales and Marketing

Amneal: Jim Luce, Executive Vice President, Sales and Marketing; Stephen Rutledge, Vice President Sales

Apotex: Beth Hamilton, Director, National Sales; Jeffrey Hampton, Vice President, Commercial Operations; James Van Lieshout, Vice President, Sales-Retail Division

Mallinckrodt: Kaczmarek Walter, President, Multi-Source Pharmaceuticals; Jane Williams, Vice President, Sales – Specialty Generics

Mylan: John c. Poulin, Senior Vice President, North America National Accounts, James Nesta, Vice President of Sales

Teva: Maureen Cavanaugh, Chief Operating Officer, Teva US Generics; Christopher Doerr, Director, Trade Operations; David Rekenthaler, Vice President Sales, US Generics; Christine Baeder, Senior Director, Customer Operations

Zyodus: Marc Kikuchi, Senior Vice President, Global Generic Sourcing

October 27-29, 2014
GPhA Fall Technical Conference
Bethesda, Maryland

Actavis: Michael Kimball, Executive Director, Transdermal Development

Alvogen

Amneal

Apotex: Kiran Krishnan, Vice President, Regulatory Affairs

Aurobindo

Breckenridge

Citron

Dr. Reddy's

Fougera

Glenmark

Heritage

Impax : Marcy Macdonald, Vice President Regulatory Affairs

Lannett

Lupin

Mallinckrodt

Mylan: Marcie McClintic Coates, Vice President and Head of Global Regulatory Affairs

Par

Perrigo: Richard Stec, Vice President, Global Regulatory Affairs

Sandoz:

Strides

Sun

Taro

Teligent

Teva: Scott Tomskey, Vice President, Generic Regulatory Affairs, North America

UDL (Mylan Institutional)

Upsher-Smith

Versapharm

West-Ward

Wockhardt

Zydus

February 9-11, 2015
GPhA Annual Meeting
Miami Beach, Florida⁴

Actavis

Akorn

Alvogen

Amneal

Apotex: Jeff Watson (President)

Aurobindo

Breckenridge

Camber

Dr. Reddy's

Epic

Glenmark

Greenstone

Heritage

Impax

⁴ 2015 Annual Meeting Past Meeting Attendees, ASSOCIATION FOR ACCESSIBLE MEDICINES,
<https://www.gphaonline.org/index.php/events/2015-annual-meeting-past-meeting-attendees>.

Lupin

Mallinckrodt

Mylan: Rajiv Malik (President); Deborah Autor (Senior Vice President, Strategic Global Quality & Regulatory Policy)

Par

Perrigo: Joseph Papa (President, Chief Executive Officer, and Chairman); Douglas Boothe (President of Generics Division); Judy Brown (CFO); Ben Needham (Manager Corporate Development); Richard Stec (VP Global Regulatory Affairs)

Sandoz

Taro: Ara Aprahamian (VP Sales & Marketing); Kim DiPadova; Xiaopin Jin

Teligent: Jason Grenfell-Gardner, President and CEO

Teva: Sigurdur Olafsson (President and Chief Executive Officer, Global Generic Medicines Group); Brian Rubenstein (Executive Counsel)

Upsher-Smith

West-Ward

Wockhardt

Zydus

February 16-18, 2015
HSCA National Pharmacy Forum
Marriott Waterside Hotel and Marina, Tampa, Florida

Actavis: John Fallon, Executive Director of Sales

Breckenridge: David Giering, Marketing and Trade Relations Manager

Mylan: Lee Rosencrance, District Manager; Martin Wingerter, Director of National Accounts; Janet Bell, Director of National Accounts; Mark Pittenger, Senior Director of National Accounts; Cam Bivens, Director of National Accounts; Heather Paton, Vice President, Institutional Sales

Teva: John Fallon, Executive Director, Sales; Brad Bradford, Director of National Accounts; Jeff McClard, Senior Director of National Accounts; Nick Gerebi, Director of National Accounts

West-Ward: Neal Gervais, National Account Director; Joseph Schrick, Director, National Accounts; Anthony Massaro, Associate Product Manager; Mark Zampella, Director, National Accounts; Brad Bradford, Director of National Accounts

March 8-11, 2015
HDMA Annual Distribution Management Conference and Expo
Orlando, Florida

- Actavis:** Thomas Napoli (Associate Director, Controlled Substance Compliance); Michael Reed (Director, National Trade Accounts); Paul Reed (Senior Director, Trade Sales and Development – US Brands); Mary Woods (Executive Director, US Order Management)
- Apotex:** Malinda Baumer (Manager, Customer Support)
- Breckenridge:** Stephanie Puckly (Operations & Customer Service Manager)
- Dr. Reddy's:** Heather Hovis (Transportation & Distribution Manager)
- Mylan:** Todd Bebout (Head of North America Supply Chain); Mark Gutmann (Senior Director, Global Serialization Program); Michael Marrone (Global Serialization IT Lead); James Matthews (Senior Director, North American Distribution); Robert Teper (Director of Greensboro Distribution Center Operations); Amanda Tolbert (Director, NA Transportation and Import/Export Compliance)
- Par:** Aladin Alkhwawam (Associate Director, Packaging); John Dec (Senior Manager, Supply Chain/Logistics Systems); Patricia Lipari (Director, Sales Operations); Richard Walton (Executive Director, Supply Chain Operations)
- Taro USA:** Rick Lewellyn (Senior Manager, Customer Logistics and Returns)
- Teva:** Christopher Doerr (Senior Director, Trade Operations); Robert Nelid (Associate Director, Customer Operations)
- Upsher-Smith:** Michael McBride (Associate Vice President, Partner Relations)

April 14, 2015
HDMA 2015 Center for Healthcare Supply Chain Research Board of Directors Meeting

Mylan
Teva

April 14, 2015
HDMA 2015 Annual CEO Roundtable Fundraiser
New York, New York

- Actavis:** Andrew Boyer, Senior Vice President, Generic Sales, Marketing, National Accounts; Marc Falkin, Vice President, Marketing, Pricing and Contracts; Anthony Giannone, Executive Director, Sales

- Amneal:** Tony Hodges, Vice President, Global Logistics; Gina McFarland, Logistics Supervisor; Corey Reece, Manager, Information Technology
- Apotex:** Beth Hamilton, Vice President, Sales & Marketing; Jeffrey Hampton, Senior Vice President, Commercial Operations; Jeff Watson, President Global Generics
- Breckenridge:** Stephanie Puckly, Operations & Customer Service Manager
- Dr. Reddy's:** Mike Allen, Vice President & Head, Rx Generics; Victor Borelli, Senior Director, Head of National Accounts Rx Generics; Jinping McCormick, Senior Director, Generic Rx Marketing, North America; Umang Vohra, Executive Vice President and Head North America Generics
- Mylan:** Robert Potter, Senior Vice President, National Accounts and Channel Development; Anthony Mauro, Chief Commercial Officer; Robert Tighe, Head of Mylan Pharmaceuticals and Canada; Chrys Kokino, Head of Global Biologics Commercial; Frank Mullery, Head of Commercial Finance; James Nesta, Vice President Sales; David Workman, Vice President Strategic Pricing
- Par:** Michael Altamuro, Vice President Marketing and Business Analytics; Jon Holden, Vice President of Sales; Paul Campanelli, CEO; Terry Coughlin, Chief Operating Officer; Steve Mock, Corporate Affairs; Joel Morales, Vice President Finance; Antonio Pera, Chief Commercial Officer; Brandon Rockwell, Executive Director, Business
- Pfizer:** Melissa Cardenas, Senior Manager, Customer Service; Michael Mazur, Director
- Sandoz:** Anuj Hasija, Executive Director, Key Accounts; Victor Moreire, Director Contracts and Analytics; Ted Slack, Senior Director, US Managed Markets, Robert Spina, Vice President, Pricing
- Teva:** Christine Baeder, Vice President, Customer Operations; Maureen Cavanaugh, Chief Operating Officer; Christopher Doerr, Senior Director, Trade Operations; Jeffrey Herzfeld, Senior Vice President, US Specialty Medicines Trade Relations; Adam Levitt, Senior Vice President, Global Commercial Operations
- Zydus:** Kevin Green, Sr. Director of Sales; Kristy Ronco, Vice President, Sales

June 7-10, 2015
HDMA 2015 Business and Leadership Conference
San Antonio, Texas

- Actavis:** Andrew Boyer (Senior Vice President, Generic Sales and Marketing); Marc Falkin (Senior Vice President, US Generics); Richard Rogerson (Executive Director, Pricing and Business Analytics, Sales Marketing Generics); Anthony Giannone (Executive

Director, Sales); Brandon Miller (Executive Director Trade Relations), Michael Reed (Director, National Trade Accounts)

Apotex: Jeffrey Hampton (Vice President, Commercial Operations); Beth Hamilton (National Sales Director); James Crenshaw (Director, National Accounts); Erin Organ (Director of Commercial Operations); Debbie Veira (Manager, National Accounts); Sam Boulton (Director National Account); John Crawford (Director National Account); Tina Kaus (Director National Account); Jim Van Lieshout (VP Market Access and Pharm. Strategy)

Aurobindo: Julia Faria (Sr. Manager, Sales Operations and Contract Administration); Charles Rath (National Trade Relations Manager)

Breckenridge: Scott Cohon (Director of Sales); David Giering (Manager, Marketing & Trade Relations); Philip Goldstein (Director of National Accounts)

Camber: Brett Barczak, Director, Corporate Accounts; Peter Romer, Sales Representative

Citron: Susan Knoblauch (Director National Accounts); Laura Short (VP Sales); Karen Strelau (EVP Sales & Marketing)

Dr. Reddy's: Victor Borelli (Senior Director, National Accounts); Joshua Hudgens (Director of Purchasing); Katherine Neeley (Associate Director); Patricia Wetzel (Senior Director, National Accounts); Jake Austin (Director National Accounts Rx Generics); Sherice Koonce (Director, Rx Pricing)

Glenmark: Christopher Bihari, Director National Accounts

Heritage: Neal O'Mara (National Accounts Manager); Matthew Edelson (Associate Director, National Accounts); Jeff Glazer (CEO & Vice Chairman); Jason Malek (Senior VP Commercial Operations); Anne Sather (Director, National Accounts)

Impax: William Ball, Senior National Sales Manager, Danny Darnell, Senior National Accounts Manager, Todd Engle, VP Sales and Marketing, Michael Grigsby, Senior National Accounts Manager, Italo Pennella, Trade Account Manager, Thomas Sammler, Director Sales Operations, Gary Skalski, Senior Director Sales

Lannett: Kevin Smith, Vice President Sales and Marketing; Tracy Sullivan, Director, National Accounts; Grace Wilks, Director Sales and Marketing; Breanna Stillman, Sales Analyst

Lupin: David Berthold, VP Sales US Generics, William Chase, Director, Managed Markets & Trade (Brand), Jason Gensburger, Director, Financial Services, Kevin Walker, National Account Manager, and Lauren Walten, Regional Sales Associate

Mylan: Richard Isaac, Senior Manager, Strategic Accounts; John Baranick, Director of Trade Relations; Todd Bebout, Vice President, North America Supply Chain Management;

Robert O'Neill, Head of Generic Sales, North America; Janet Bell, Director National Accounts; Sean Reilly, National Account Manager; Erik Williams, VP-NA Pricing; Lance Wyatt, Director, National Accounts

Par: Peter Gargiulo, Director, National Accounts; Sandra Bayer, Senior Director, National Accounts; Christopher Neurohr, Director, National Accounts; Karen O'Connor, VP National Accounts

Pfizer: Louis Dallago, Vice President, US Trade Group; Steve Di Pietro, Customer Team Leader Pfizer Consumer Healthcare; Hope Emerson, Director, US Trade Group; Paul Engel, Senior Director/Team Leader; Schnell Hart, Director, US Trade Group; Danielle Manderioli, Senior Manager, Trade Management & Communications; Matthew Muckler, Senior Director, National Accounts & Sales, Injectables; Alana Siller-Sikorski, National Account Director – Injectables; James Smith, National Accounts Director – Injectables; John Walsh, Director, US Trade Group

Rising: Scott Goerner, Vice President, Sales; Paul Krauthauser, Senior Vice President, Sales and Marketing; Patricia MacBride, Director of National Accounts

Sandoz: Arunesh Verma, Executive Director, Marketing; Anuj Hasija, Executive Director, Key Accounts; Kirko Kirkov, Executive Director, Key Customers; Sean Walsh, Key Account Manager; Kenneth Baker, Director, Managed Markets; Christopher Bihari, Director of National Accounts (Sales); Seth Coombs, Executive Director, Oncology Injectables; Steven Greenstein, Director of National Accounts (Sales); Jason Jones, Director Key Customer; Marco Polizzi, Head, Institutional Sales and Marketing; Arun Varma, Executive Director Marketing

Sun: Christopher Schoen, Vice President, Trade Sales; Scott Littlefield, Trade Director, National Account Executive; Daniel Schober, VP Trade Sales, Steve Smith, Sr. Director Sales

Teva: Theresa Coward, Senior Director, National Sales; Christopher Doerr, Director, Trade Operations; Cassie Dunrud, Associate Director; Andrew Boyer, Senior Vice President, Generic Sales and Marketing; Thomas Boyer, Director, National Accounts; Marc Falkin, Vice President, Marketing, Pricing, and Contracts; Christine [Bader or Baeder], Vice President, Commercial Operations; Brad Bradford, Director National Accounts; Nick Gerebi, Director National Accounts; Jeff Herberholt, Senior Manager, Regional Accounts; Jeff McClard, Senior Director National Accounts; Jason Nagel, Associate Director Trade Relations; Michelle Osmian, Director, Customer Operations; Nisha Patel, Director, National Accounts; Jessica Peters, Director National Accounts

Upsher-Smith: Joann Gaio, Senior National Account Manager, Trade, Scott Hussey, Senior VP Global Sales, Brad Leonard, Senior Director National Accounts, Michael McBride, Associate VP, Partner Relations, Mike Muzetras, Senior National Accounts Manager, David Zitnak, National Accounts Senior Director-Trade, Doug Zitnak, National Accounts Senior Director- Trade

Valeant: Laizer Kornwasser, Executive Vice President; Natalie J. Rush, Director, Trade Relations; Robert J. Sabers, Associate Director, Channel National; Cheryl Volker, Senior Manager, Customer Service

West-Ward: Mark Boudreau, Executive Director of National Sales; Joseph Ruhmel, National Account Director; Steven Snyder, National Account Director

Wockhardt: Karen Andrus, Director of Sales, Scott Koenig, Vice President Retail Generics

Zydus: Scott Goldy, Director, National Accounts; Marc Kikuchi, Senior Vice President, Global Generics; Maria McManus, Corporate Account Manager; Maria Bianco-Falcone, Senior Director Contracting; Kevin Green, Senior Director of Sales; Louis Pastor, Senior Director Trade Operations; Kristy Ronco, Vice President, Sales; Jodi Weber, Corporate Account Manager

June 9-10, 2015
GPhA Meeting
North Bethesda, Maryland

Actavis: Joyce Ann DelGaudio, Executive Director, Regulatory Affairs

Akorn/Hi-Tech

Apotex: Kiran Krishnan, Vice President, Regulatory Affairs

Citron

Dr. Reddy's

Glenmark

Heritage

Impax: Marcy Macdonald, Vice President Regulatory Affairs

Lannett

Mayne

Mylan: Bryan Winship, Senior Director, Quality Management, Strategic Global Quality and Regulatory Policy, Daniel Snider, Vice President Research and Development, Timothy Ames, Vice President Global Strategic Regulatory Affairs, Dawn Culp, Vice President Global Regulatory Affairs Policy

Par

Perrigo: Richard Stec, Vice President, Global Regulatory Affairs; and

Sandoz: Nicholas Tantillo, Head, Policy and Regulatory Strategy

Sun

Taro

Teva: Scott Tomskey, Generic Regulatory Affairs, North America, Siva Vaithiyalingam, Director, Regulatory Affairs

West-Ward

Zydus

September 27-29, 2015
HDMA 2015 Annual Board and Membership Meeting
Montage, Laguna Beach, California

Apotex: Beth Hamilton, a. Director, National Sales; Jeffrey Hampton, Vice President, Commercial Operations; James Van Lieshout, Vice President, Sales, Retail Division; Steve Giuli, Director, Government Affairs

Mylan: James Nesta, Vice President of Sales; Robert Potter, Senior Vice President, North America National Accounts; Anthony Mauro, Senior Vice President, North America; Robert Tighe, Head of Mylan Pharma.

Teva: Maureen Cavanaugh, Chief Operating Officer, Teva US Generics; Christine Baeder, Senior Director, Customer Operations; Andrew Boyer, Senior Vice President, Generic Sales; Marc Falkin, Vice President, Marketing and Pricing.

October 21-22, 2015
HDMA 2015 Research Foundation Pharmaceutical Seminar

Apotex
Mylan

November 2-4, 2015
GPhA Fall Technical Meeting
North Bethesda, Maryland

Actavis
Alvogen
Amneal
Apotex
Aurobindo
Citron
Dr. Reddy's
Glenmark
Heritage
Lannett
Mallinckrodt
Mylan
Par
Perrigo

Sandoz
Sun
Taro
Teva
Westward
Zydus

February 8-10, 2016
HDMA National Pharmacy Forum
Scottsdale, Arizona

Actavis
Heritage
Lannett
Mylan
Par
Sun
Taro
Teva
West-Ward

February 22-24, 2016
GPhA Annual Meeting
Orlando, Florida

Amneal
Apotex
Impax
Mylan
Perrigo

March 6-9, 2016
HDMA Distribution Management Conference and Expo
San Antonio, Texas

Apotex: Malinda Baumer (Manager, Customer Support)

Amneal: Matt Beals, Customer Liaison and Axway Track and Trace Administer

Aurobindo: David Palew (Director, Commercial Planning & Supply Chain)

Breckenridge: Bill Justice (Executive Director – Operations); Stephanie Puckly (Operations & Customer Service Manager)

Dr. Reddy's: Heather Leone (Senior Associate, Transportation & Distribution)

Impax: Robin Bartlett (Senior Director, IT Business Services); Gary Lerner (Supply Integrity SME)

Glenmark: Lauren LaVista (Sr. Analyst Commercial Operations)

Mylan: Jessica Saccoccio (National Account Manager); Joseph Shepherd (Head of N.A. Distribution Regulatory Compliance); Desiree Torek (Director)

Par: Phillip Hulley (VP, Business Processes & Systems); Brian Magerkurth (SVP Supply Operations)

Perrigo: Luma Raha (Global Operations Systems Program Lead); Roger Reimink (VP of Logistics & Supply Planning)

Teva: Christopher Doerr (Senior Director, Trade Operations); Colleen McGinn (Director, DEA Compliance); Joseph Tomkiewicz (Manager DEA Compliance)

Upsher-Smith: Will Kopesky (Director of Supply Chain); Brad Leonard (Senior Director, National Accounts); Michael McBride (VP, Partner Relations); Morgan White (Sr. Director, Business Platforms)

April 12, 2016
HDMA 8th Annual CEO Roundtable
New York, New York

Mylan
Sun

April 12, 2016
HDMA Center for Healthcare Supply Chain Research Board of Directors Meeting

Actavis
Amneal
Apotex
Mallinckrodt
Mylan
Sandoz
Teva
Upsher-Smith
West-Ward
Zydus

April 11-14, 2016
MMCAP 2016 National Member Conference
Minneapolis, Minnesota

Mylan: Mark Pittenger, Senior Director of National Accounts;

Perrigo: Pete Hakenstad, National Account Manager;

Sandoz: Christopher Bihari; Director, Key Customers;

Teva: Nick Gerbi, Director National Accounts; and

West-Ward: Elizabeth Guerrero, Director, National Accounts.

June 12-15, 2016
HDMA 2016 Business and Leadership Conference
Colorado Springs, Colorado

Apotex: Jeffrey Hampton, Vice President, Commercial Operations; Beth Hamilton, National Sales Director; John Crawford, Director, National Accounts; David Rekenthaler, Vice President, Sales; James Van Lieshout, Vice President, Market Access and Trade Relations

Dr. Reddy's: Victor Borelli; Senior Director, National Accounts; Jinping McCormick, Vice President, Sales and Marketing; Cynthia Medalle, Head Sales and Marketing, Generics

Glenmark: Christopher Bihari, Director National Accounts

Heritage: Anne Sather, Director, National Accounts

Lannett: Tracy Sullivan, Director, National Accounts; Breanna Stillman, Sales Analyst; Bili Giannone, National Account Representative

Mylan: Michael Aigner, National Account Director; John Baranick, Director of Trade Relations; Janet Belli, Director, National Accounts; Thomas Boyer, Vice President, Business Development; Priscilla Lanham, Associate Manager

Par: Joe Cappello, Director, National Accounts

Sandoz: Kirko Kirkov, Executive Director, Key Customers; Sean Walsh, Key Account Manager; Joe Hodge, Director, Key Customers; Sanket Shah, Manager, Customer Operations; Jason Jones, Director, Key Customers

Sun: Christopher Schoen, Vice President, Trade Sales; Scott Littlefield, Trade Director, National Account Executive

Teva: Theresa Coward, Senior Director, National Sales; Christine Baeder, Vice President, Commercial Operations; Sal Cuomo, Director, Trade Relations, Brand Pharmaceuticals; Nick Gerber, Director, National Accounts

West-Ward: Joseph Ruhmel, National Account Director; Christopher Bonny, Executive Director, Commercial Business Development; Neal Gervais, Director, National Accounts; John Kline, National Account Director

Zydus: Linda Andrews, Chargeback Operations Manager; Maria McManus, Corporate Account Manager; Kevin Green, Associate Vice President, National Accounts; Louis Pastor, Senior Director Trade Operations; Kristy Ronco, Vice President, Sales

September 25-28, 2016
HDMA 2016 Annual Board and Membership Meeting
Sulphur Springs, West Virginia

Apotex: Steve a. Giuli, Vice President, Government Affairs; David Rekenthaler, Vice President, Sales

Mylan: John Poulin, Senior Vice President, North America National Accounts, James Nesta, Vice President of Sales; Patrick Weaver, Head of Strategic Government Sales; Robert Tighe, Head of Mylan Pharmaceuticals

Teva: Jessica Peters, Director, Trade Relations; Theresa Coward, Senior Director, Sales and Trade Relations

Zydus: Michael Conley, Vice President, Wholesaler Channels