

# **INJUNCTION CLASS FREQUENTLY ASKED QUESTIONS**

## ***COURT PROCEEDINGS/SETTLEMENT GENERALLY***

### **1. What is the Class Period?**

December 1, 2001 through June 30, 2006

### **2. Am I part of the Injunction Class?**

You are included in the *Injunction Class* if you:

- Purchased vitamin C manufactured by a Defendant, or products from any company
- containing vitamin C manufactured by the Defendants
- Directly from a Defendant or from any other company
- For delivery in the U.S.
- Between December 1, 2001 and now
- Without a contract, or with a contract that did not include an arbitration clause.

### **3. Who are the Defendants?**

- The Defendants in all three Classes are Hebei Welcome Pharmaceutical Company, Ltd., Weisheng Pharmaceutical Company Ltd., and Aland (Jiangsu) Nutraceutical Co., Ltd. (formerly Jiangsu Jiangshan Pharmaceutical Co., Ltd.) and certain of their affiliated companies: Shijiazhuang Pharmaceutical (USA) Inc., China Pharmaceutical Group, Ltd., North China Pharmaceutical Group Corp., North China Pharmaceutical Company, Ltd., and North China Pharmaceutical Group Import and Export Trade Company, Ltd.
- Northeast Pharmaceutical Group Company, Ltd. is a Defendant in the Injunction Class and the Indirect Purchaser Damages Class, but is not a Defendant in the Direct Purchaser Damages Class.

### **4. Am I being sued?**

No.

### **5. Who are the attorneys representing the Class?**

William A. Isaacson  
Boies, Schiller, & Flexner LLP  
5301 Wisconsin Ave NW, Suite #800  
Washington, DC 20015

Class Counsel for the Direct Purchaser  
Damages Class and the Injunction Class

Daniel E. Gustafson  
Gustafson Gluek, PLLC  
650 Northstar East  
608 Second Avenue South  
Minneapolis, MN 55402

Class Counsel for the Indirect Purchaser Damages Class

## **6. What claims does the lawsuit make against the Defendants?**

The Vitamin C Antitrust lawsuit claims that Defendants conspired to fix, raise, maintain, or stabilize prices of vitamin C and overcharged customers who purchased vitamin C. The vitamin C manufacturers deny they did anything wrong or illegal. The Chinese government has advised the Court that the Companies were required by that Government to engage in the challenged conduct as part of its sovereign regulation of the Chinese economy. The Court has already determined, in a Memorandum Decision and Order dated September 6, 2011, that the Defendants were not required to fix prices by the Chinese government.

## **7. Why are there Settlements?**

Two additional Defendants, Weisheng/CPG and NEPG, have agreed to Settlements. Weisheng/CPG have agreed to Settlements with the Direct Purchaser Damages Class and the Injunction Class. NEPG has agreed to Settlements with the Injunction Class and the Indirect Purchaser Damages Class. Aland previously agreed to Settlements with each of the three Classes.

The Defendants have denied all liability in this lawsuit and have presented various defenses to the Plaintiffs' claims.

## **8. Where was this lawsuit filed?**

United States District Court for the Eastern District of New York.

## **9. What do the Settlements provide?**

Direct Purchaser Damages Class: Weisheng and CPG will pay \$22.5 million to the Direct Purchaser Damages Class.

Indirect Purchaser Damages Class: NEPG will pay \$500,000 to the Indirect Purchaser Damages Class.

Injunction Class: NEPG will pay \$500,000 towards the cost of attorneys' fees and costs incurred on behalf of pursuing claims of the Injunction Class. NEPG, Weisheng, CPG, and Aland promise the Injunction Class that they will comply with any injunction the Court may enter against any other Defendant.

## **10. What are the attorney fees?**

Class Counsel will ask the Court for up to 35% of the \$22.5 million Direct Purchaser Damages Class Settlement Fund and up to 33% of the \$500,000 Indirect Purchaser Damages Class Settlement Fund for attorneys' fees, plus expenses. In addition, Class Counsel will ask the Court to approve the \$500,000 that NEPG agreed to pay towards the fees and expenses of the

Injunction Class. You won't have to pay these fees and expenses personally. If the Court grants Class Counsel's request, the fees and expenses would be deducted from the appropriate Settlement Fund.

If Class Counsel later gets more money or benefits for the Class, they may ask the Court for additional fees and expenses, which would be either deducted from any money obtained or paid separately by the Defendants.

**11. Do I have to pay attorneys' fees directly?**

No.

**12. Have the Settlements been finally approved by the Court?**

The Court held a Fairness Hearing and has already approved the Aland Settlements. The next Fairness Hearing will be held with regard to the NEPG, Weisheng and CPG Settlements. The Fairness Hearing is scheduled to be held on October 2, 2013 at 10:00 a.m. in Courtroom 8D South at Cadman Plaza East, Brooklyn, New York

***REQUEST FOR EXCLUSION/OPT-OUT***

**13. What is an Opt-Out or Exclusion?**

The Injunction Class cannot exclude themselves.

***OBJECTIONS TO THE SETTLEMENT***

**14. Can I still file an objection?**

Yes. The objection deadline is August 10, 2013.

**15. Are more details available?**

Yes. Please visit the Court Documents page on this website.