

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS**

**If you paid for or provided reimbursement for some or all of the purchase price of generic Nexium (esomeprazole magnesium), brand or generic Diovan (valsartan), or brand or generic Valcyte (valganciclovir hydrochloride),**

*You Could Get a Payment from a Class Action Lawsuit.  
A Federal Court ordered this Class Notice.*

***YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT, SO  
PLEASE READ THIS NOTICE CAREFULLY.***

*This is not a solicitation from a lawyer. You are not being sued.*

The purpose of this notice is to alert you of a proposed settlement in a lawsuit (the “Lawsuit”) brought by third-party payors (“TPPs”) who indirectly purchased, paid for, and/or reimbursed for some or all of the purchase price for generic Nexium or brand and generic Diovan and Valcyte (“the at-issue drugs”) against Sun Pharmaceutical Industries, Ltd. (“Sun”) and Ranbaxy, Inc. (“Ranbaxy”) (collectively “Defendants”). No one is claiming the drugs at issue are unsafe. Rather the Lawsuit alleges that Defendants engaged in a scheme, in violation of state antitrust and consumer protection laws and federal racketeering laws, by making misrepresentations to the FDA in connection with pursuing tentative approvals for abbreviated new drug applications (“ANDAs”), thus delaying the market launch of generic versions of Nexium, Diovan, and Valcyte. As a result, the Lawsuit alleges that TPPs paid or reimbursed for the at-issue drugs at prices that were higher than they would have otherwise been, and Plaintiffs seek to recover damages from Defendants. Defendants have denied any wrongdoing.

The Court previously determined that the Lawsuit can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. The classes are defined as follows:

- (1) All persons or entities in the United States and its territories that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of AB-rated generic versions of Nexium, from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period May 27, 2014, through and until the anticompetitive effects of the Defendants’ conduct cease (the “Nexium Class Period”);
- (2) All persons or entities in the Indirect Purchaser States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of AB-rated generic versions of Nexium, from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period May 27, 2014, through and until the anticompetitive effects of the Defendants’ conduct cease (the “Nexium Class Period”); and

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- (3) All persons or entities in the United States and its territories that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Diovan and/or AB-rated generic versions of Diovan from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period September 28, 2012, through and until the anticompetitive effects of the Defendants' conduct cease (the "Diovan Class Period");
- (4) All persons or entities in the Indirect Purchaser States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Diovan and/or AB-rated generic versions of Diovan, from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period September 28, 2012, through and until the anticompetitive effects of the Defendants' conduct cease (the "Diovan Class Period");
- (5) All persons or entities in the United States and its territories that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Valcyte and/or AB-rated generic versions of Valcyte, from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period August 1, 2014, through and until the anticompetitive effects of the Defendants' conduct cease (the "Valcyte Class Period"); and
- (6) All persons or entities in the Indirect Purchaser States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Valcyte and/or AB-rated generic versions of Valcyte, from any of the Defendants or any brand or generic manufacturer, other than for resale, at any time during the class period August 1, 2014, through and until the anticompetitive effects of the Defendants' conduct cease (the "Valcyte Class Period").

**The "Indirect Purchaser States" are:** Arizona, California, the District of Columbia, Florida, Hawaii, Iowa, Massachusetts, Maine, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Oregon, South Dakota, Vermont, West Virginia, and Wisconsin.

**Excluded from all six of the Classes are:** natural person consumers; Defendants, their officers, directors, management, employees, subsidiaries, and affiliates; all federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans; all persons or entities who purchased the at-issue drugs for purposes of resale from any of the Defendants or any brand or generic manufacturer; fully insured health plans (*i.e.*, health plans that purchased insurance covering 100% of their reimbursement obligation to members); and pharmacy benefit managers.

According to Plaintiffs' economic experts, the anticompetitive effects for each Class begin on, and end on or before, the following dates:

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Nexium Class Period	Beginning May 27, 2014, and ending no later than February 1, 2019
Diovan Class Period	Beginning September 28, 2012, and ending no later than April 1, 2020
Valcyte Class Period	Beginning August 1, 2014, and ending no later than April 1, 2020

The Court has preliminarily approved the proposed settlement between the Class and Ranbaxy (the “Settlement”). The proposed Settlement will provide for the payment of \$145 million (the “Settlement Fund”) to resolve the Class’s claims against Ranbaxy. The full text of the proposed settlement agreement (the “Settlement Agreement”), which is dated April 8, 2022, is available for your review at [www.RanbaxyTPPLitigation.com](http://www.RanbaxyTPPLitigation.com).

The Court has scheduled a hearing to decide whether to approve the Settlement, the plan for allocating the Settlement Fund to members of the Classes (“Class Members”) (summarized in Question 5 below), and the request of the attorneys for the Classes (“Class Counsel”) for payment of attorneys’ fees and reimbursement of expenses, and service awards for class representatives, out of the Settlement Fund (the “Fairness Hearing”). The Fairness Hearing is scheduled for September 8, 2022, at 11:00 a.m., before Judge Nathaniel Gorton at John Joseph Moakley United States Courthouse, One Courthouse Way, Boston, Massachusetts 02210.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>DO NOTHING</b>	If you are a member of a Class, by doing nothing you will remain in that Class but will not be entitled to share in any distribution from the Settlement Fund. You will be bound by any decision of the Court in this Lawsuit, including rulings on the Settlement. See <b>Question 11</b> .

<p><b>SUBMIT A CLAIM FORM</b></p>	<p>If you did not exclude yourself from one or more of the classes prior to the December 20, 2021 deadline and believe you are a Class Member, you will need to complete and return a claim form to obtain a share of the Settlement Fund. The claim form, and information on how to submit it, are available on the Settlement website. Proofs of Claim must be postmarked (if mailed) or received (if submitted online) on or before October 11, 2022. See <b>Question 7</b> for more information.</p>
<p><b>OBJECT TO THE SETTLEMENT OR SPEAK AT THE FAIRNESS HEARING</b></p>	<p>If you object to all or any part of the Settlement or desire to speak in person at the Fairness Hearing, you must file a written letter of objection and/or a notice of intention to speak along with a summary statement with the Court and with Lead Class Counsel and Counsel for Ranbaxy by July 18, 2022. See <b>Question 10</b>.</p>
<p><b>GET MORE INFORMATION</b></p>	<p>If you would like more information about the Lawsuit, you can review this notice and send questions to the Settlement Administrator and/or Lead Class Counsel. See <b>Questions 12 and 18</b>.</p> <p style="text-align: center;"><b>DO NOT CONTACT THE COURT OR THE DEFENDANTS IF YOU HAVE QUESTIONS REGARDING THIS NOTICE.</b></p>

This notice incorporates by reference the definitions in the Settlement Agreement. The Settlement Agreement and the Court’s Preliminary Approval Order are posted on the Settlement website, [www.RanbaxyTPPLitigation.com](http://www.RanbaxyTPPLitigation.com). All capitalized terms used, but not defined, shall have the same meanings as in the Settlement Agreement and the Court’s Preliminary Approval Order.

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## BASIC INFORMATION

### 1. Why did I receive this notice?

You received this notice because, according to available records, you may have indirectly purchased, paid for, and/or reimbursed for some or all of the purchase price for generic Nexium, or brand and generic Diovan and Valcyte, at some point during the relevant class periods. A prior notice about the Lawsuit and the Court's decision to certify the Classes was mailed to you on or about November 5, 2021. This second notice is being sent to you because a proposed Settlement with Ranbaxy has been reached in this Lawsuit.

A federal court authorized this notice because you have a right to know that you may be part of one or more of the certified Classes and about all of your options under the proposed Settlement. This notice explains the Lawsuit and the Settlement; describes the certified Classes whose rights may be affected by the Settlement; and explains your legal rights. Note that you may have received this notice in error; simply receiving this notice does not mean that you are definitely a member of one or more Classes. You may confirm that you are a member of one or more of the Classes by reviewing the criteria set forth in **Question 5** below. You may also call, email, or write to the lawyers in this case at the telephone numbers or addresses listed in **Question 12** below.

### 2. What is the Lawsuit about?

Plaintiffs United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania ("UFCW NEPA"), Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana and HMO Louisiana, Inc. ("BCBS LA") (collectively, the "Plaintiffs") filed lawsuits individually and as representatives of all persons or entities in the Classes. The Court has appointed them as class representatives.

The Lawsuit alleges that Defendants violated federal racketeering, state antitrust, and state consumer protection laws. Plaintiffs allege that, in 2007-2008, generic-drug-maker Ranbaxy wrongfully obtained from the FDA "tentative approval" for a series of first-to-file abbreviated new drug applications ("ANDAs"), including for generic versions of Nexium, Diovan, and Valcyte. Plaintiffs allege that Ranbaxy did so by misrepresenting both the manufacturing conditions of its plants (including one in Paonta Sahib, India) and the results of analyses conducted about the integrity of data generated at those plants. Plaintiffs also allege that those tentative approvals secured for Ranbaxy "180-day exclusivity" status, which enabled Ranbaxy to block other generics from gaining FDA approval until after Ranbaxy's drugs entered the markets. Plaintiffs allege that had Ranbaxy not made misrepresentations to the FDA, the FDA would not have granted the tentative approvals and generic entry by one or more other companies would have occurred sooner than it did.

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The Lawsuit asserts that, as a result of Ranbaxy's alleged unlawful conduct, the prices paid for the at-issue drugs were higher than they otherwise would have been. Plaintiffs seek to recover damages in the form of overcharges they allege were caused by Defendants' conduct. A copy of the operative class action complaint, filed March 3, 2021, is available at [www.RanbaxyTPPLitigation.com](http://www.RanbaxyTPPLitigation.com), a website designed to keep Class Members informed of the status of the Settlement. Defendants deny all of these allegations, including that the Plaintiffs or Class Members are entitled to damages or other relief.

Following the completion of fact discovery, expert discovery, class certification, summary judgment motions, and motions determining the admissibility of expert testimony, and following extensive negotiations, Plaintiffs, individually and on behalf of the Classes, entered into the Settlement with Defendants. The Settlement Agreement is available for review on the Settlement website. The Settlement is not an admission of wrongdoing by Ranbaxy or an admission by Plaintiffs of any lack of merit in their claims.

THE COURT HAS NOT DECIDED WHETHER DEFENDANTS VIOLATED ANY LAWS. THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF PLAINTIFFS' CLAIMS OR THE DEFENSES ASSERTED BY DEFENDANTS.

### **3. Why is this Lawsuit a class action?**

In a class action lawsuit, one or more persons or entities sue on behalf of others who have similar claims. Together, all these entities make up the "class" and are called the "class" or "class members." The companies that filed suit are called the "plaintiffs" (or "class representatives"). The companies that are sued, in this case Ranbaxy and Sun, are called the "Defendants."

In a class action lawsuit, one court resolves the issues for everyone in the class, except for those class members who exclude themselves from the class.

In allowing this Lawsuit to proceed as a class action, on May 14, 2021, Judge Nathaniel M. Gorton certified six Classes of Third-Party Payors, described in more detail in **Question 5** below.

The Court decided that this Lawsuit can proceed as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court found that:

- The Class is so numerous that joinder of all members is impractical ("numerosity");
- There are questions of law or fact common to the Class ("commonality");
- The claims or defenses of the representative parties are typical of the claims or defenses of the Class ("typicality");
- The representative parties and their lawyers will fairly and adequately protect the interests of the Class ("adequacy"); and

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- Common legal and factual questions predominate over any questions affecting only individual members of the Class, and this class action is the superior method for fair and efficient adjudication of this controversy (“predominance” and “superiority”).

In so doing, the Court found that Plaintiffs sufficiently showed that class-wide injury “is provable through common evidence” to the Class and that common issues predominate over individualized inquiries. Common legal and factual questions include:

- Whether Ranbaxy willfully engaged in anticompetitive conduct;
- Whether Ranbaxy formed an enterprise with Buc & Beardsley (its law firm) and Parexel (its consultant) with the common goal of securing tentative approval for Ranbaxy’s ANDAs;
- Whether Ranbaxy participated, directly or indirectly, in the conduct of the enterprise;
- Whether Ranbaxy agreed to the overall objective of the conspiracy – gaining tentative approval for Nexium/Diovan/Valcyte;
- Whether Ranbaxy committed at least two distinct predicate acts related to one another and the overall conspiracy;
- Whether Ranbaxy and its co-conspirators engaged in a pattern of racketeering activity;
- Whether Ranbaxy’s and its co-conspirators’ unlawful conduct caused the FDA to grant tentative approval to Ranbaxy’s ANDAs for generic Nexium/Diovan/Valcyte;
- Whether Ranbaxy’s activities, in whole or in part, have substantially affected interstate commerce;
- Whether Ranbaxy unlawfully acquired and/or maintained market power through all or part of its overall anticompetitive scheme;
- Whether direct proof of Ranbaxy’s market power is available and, if so, whether it is sufficient to prove Ranbaxy’s market power without the need to define relevant markets;
- Whether Ranbaxy’s unlawful conduct was a substantial contributing factor in causing some delay in the market entry of AB-rated generic versions of Nexium/Diovan/Valcyte;
- Determination of a reasonable estimate of the extent of delay Ranbaxy’s unlawful conduct caused; and
- The quantum of overcharges paid by the Classes in the aggregate.

A copy of the Court’s order may be found at [www.RanbaxyTPPLitigation.com](http://www.RanbaxyTPPLitigation.com).

**4. Why is there a Settlement with Ranbaxy?**

The Settlement is the product of extensive negotiations between Lead Class Counsel and counsel for Ranbaxy, with mediation and after lengthy, hard-fought litigation. At the time of the Settlement, discovery was complete, expert reports had been exchanged and experts examined, motions for class certification and summary judgment and to determine the admissibility of expert testimony had been decided, and Plaintiffs and Ranbaxy were preparing for trial in April 2022. By settling, the Classes and Ranbaxy avoid the cost and risks of trial and possible appeals. For the

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Classes, the Settlement, if approved by the Court, ensures that the Class Members will receive compensation for all harm arising from Defendants' alleged scheme to delay the market entry of less expensive, generic versions of Diovan, Nexium, and Valcyte. Plaintiffs and Lead Class Counsel believe that the terms of the Settlement, including payment by Ranbaxy of \$145 million in exchange for a release of Plaintiffs' claims against Ranbaxy, are fair, adequate, and reasonable, and in the best interests of the Classes.

## WHO CAN PARTICIPATE IN THE SETTLEMENT?

To see if you are in the Classes and, if so, how you will be able to share in the Settlement Fund, you need to determine whether you may be a Class Member.

### 5. Am I part of one or more of the Classes?

Third-Party Payors are entities (besides the patient) that provide payment or reimbursement for health care expenses, like prescription drug benefits. They include entities such as health insurance companies, self-insured health and welfare plans that make payments from their own funds, and other health benefit providers and entities with self-funded plans that contract with a health insurer or administrator to administer their prescription drug benefits. Third-Party Payors include such private entities that may provide prescription drug benefits for current or former public employees and/or public benefits programs, but only to the extent that such a private entity purchased for consumption by its members, employees, insureds, participants, or beneficiaries, any of the following: generic Nexium; brand or generic Diovan; or brand or generic Valcyte. Please note that the Classes include purchases of generic Nexium (esomeprazole magnesium) only and do not include purchases of branded Nexium. You are a member of the Class(es) if you are a TPP and you purchased or provided reimbursement for prescription drugs as described below.

- (1) **Generic Nexium Nationwide Class.** From May 27, 2014 through February 1, 2019, you purchased or paid for some or all of the purchase price of AB-rated generic versions of Nexium in the United States and its territories;
- (2) **Generic Nexium State Law Class.** From May 27, 2014 through February 1, 2019, you purchased or paid for some or all of the purchase price of AB-rated generic versions of Nexium in Arizona, California, the District of Columbia, Florida, Hawaii, Iowa, Massachusetts, Maine, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Oregon, South Dakota, Vermont, West Virginia, and Wisconsin;
- (3) **Brand or Generic Diovan Nationwide Class.** From September 28, 2012 through April 1, 2020, you purchased or paid for some or all of the purchase price of Diovan and/or AB-rated generic versions of Diovan in the United States and its territories;
- (4) **Brand or Generic Diovan State Law Class.** From September 28, 2012 through April 1, 2020, you purchased or paid for some or all of the purchase price of Diovan and/or AB-rated generic

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versions of Diovan in Arizona, California, the District of Columbia, Florida, Hawaii, Iowa, Massachusetts, Maine, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Oregon, South Dakota, Vermont, West Virginia, and Wisconsin;

(5) **Brand or Generic Valcyte Nationwide Class.** From August 1, 2014 through April 1, 2020, you purchased or paid for some or all of the purchase price of Valcyte and/or AB-rated generic versions of Valcyte, in the United States and its territories; or

(6) **Brand or Generic Valcyte State Law Class.** From August 1, 2014 through April 1, 2020, you purchased or paid for some or all of the purchase price of Valcyte and/or AB-rated generic versions of Valcyte in Arizona, California, the District of Columbia, Florida, Hawaii, Iowa, Massachusetts, Maine, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Oregon, South Dakota, Vermont, West Virginia, and Wisconsin.

You are not a member of the Classes if you are among the following:

- natural person consumers;
- Defendants, their officers, directors, management, employees, subsidiaries, and affiliates;
- all federal and state governmental entities except for cities, towns, municipalities, or counties with self-funded prescription drug plans;
- all persons or entities who purchased Diovan, Nexium, Valcyte, or their AB-rated generic versions for purposes of resale;
- fully insured health plans (*i.e.*, health plans that purchased insurance covering 100% of their reimbursement obligation to members); and
- pharmacy benefit managers.

Entities that submitted a valid exclusion request before the December 20, 2021 exclusion deadline described in the previous notice of this Lawsuit sent to all Class Members are also excluded.

If you are not sure whether you are included, you may call, email, or write to the lawyers in this case at the telephone numbers, email addresses, or addresses listed in **Question 12** below.

## THE SETTLEMENT BENEFITS

### **6. What does the Settlement with Ranbaxy provide?**

Ranbaxy will pay \$145 million into the Settlement Fund, which will be held in escrow for the benefit of the Classes (including any interest that accrues) pending the Court's approval of the Settlement and Lead Class Counsel's plan to distribute the Settlement Fund to Class Members. The payment from Ranbaxy will be made within ninety (90) business days after preliminary approval of the Settlement by the Court.

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If the Settlement is approved by the Court and becomes final, Class Counsel will seek approval from the Court to obtain from the Settlement Fund: (i) reimbursement of reasonable costs and expenses incurred by Class Counsel in connection with the Settlement and the litigation; (ii) attorneys' fees for Class Counsel of up to one-third of the Settlement Fund net of reimbursed litigation expenses; and (iii) payment for service awards to Plaintiffs in recognition of their efforts to date on behalf of the Settlement Classes. The remainder after payment of the above expenses and payment of any Administration Expenses (the "Net Settlement Fund") will be divided among Class Members that timely return valid, approved claim forms pursuant to the Plan of Allocation. Subject to Court approval, the Net Settlement Fund will be divided as follows: 72.6% to the Diovan classes, 26.2% to the Nexium classes, and 1.2% to the Valcyte classes.

In exchange, Plaintiffs' and the Classes' claims against Ranbaxy will be dismissed with prejudice, and Ranbaxy will be released by Class Members from all claims concerning the subject matter of or acts, omissions, or other conduct alleged in the Second Amended Class Complaint. The full text of the release is included in the Settlement Agreement available at [www.RanbaxyTPPLitigation.com](http://www.RanbaxyTPPLitigation.com).

The Settlement Agreement may be terminated if, for example, the Court does not approve the Settlement. If the Settlement Agreement is terminated, the Lawsuit will proceed against Ranbaxy as if a Settlement had not been reached.

## HOW YOU GET A PAYMENT: SUBMITTING A CLAIM FORM

### 7. How can I get a payment?

To be eligible to receive a payment if the Court approves the Settlement, all Class Members must complete and submit a valid claim form to request their *pro rata* shares of the Net Settlement Fund. You will not be responsible for calculating the amount you are entitled to receive. You can get a Claim Form at [www.RanbaxyTPPLitigation.com](http://www.RanbaxyTPPLitigation.com) or by calling 1-877-888-9232 or writing to the address below and requesting a Claim Form. Claim Forms must be received (if submitted online) or postmarked (if mailed) by **October 11, 2022**, and may be submitted online at [www.RanbaxyTPPLitigation.com](http://www.RanbaxyTPPLitigation.com) or mailed to the address below:

Ranbaxy TPP Litigation  
c/o A.B. Data, Ltd.  
P.O. Box 173137  
Milwaukee, WI 53217

### 8. How much will my payment be?

Each Class Member's share of the Net Settlement Fund will be based on its qualifying purchases of brand and/or generic Diovan, Nexium, and Valcyte, and will be determined according to the

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Plaintiffs' proposed Plan of Allocation, if approved by the Court. Payments will be based on a number of factors, including the number of valid claims filed by all members of the Class and the dollar value of each member of the Classes' purchase(s) in proportion to the total claims filed. Complete details of how your recovery will be calculated are in the detailed Plan of Allocation, which can be viewed at [www.RanbaxyTPPLitigation.com](http://www.RanbaxyTPPLitigation.com).

## **9. When would I get my payment?**

The Court must approve the Settlement and any appeals of that decision must be resolved before any money is distributed to Class Members. The Settlement Administrator must also complete processing of all of the Claim Forms and determine distribution amounts. This process can take several months.

## **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with any part of the Settlement and/or Class Counsel's request for attorneys' fees and reimbursement of expenses by filing an objection.

## **10. How do I tell the Court what I think about the Settlement?**

If you are a Class Member, you can ask the Court to deny approval of the Settlement by filing an objection. You may tell the Court that you object, entirely or in part, to the Settlement and/or Class Counsel's request for attorneys' fees and reimbursement of expenses and Plaintiffs' request for service awards. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the Lawsuit against Ranbaxy will continue. If that is what you want to happen, you must object. You may also ask the Court to speak in person at the Fairness Hearing.

Any objection to the Settlement and/or requests to speak in person at the Fairness Hearing must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers and/or requests to speak in person at the Fairness Hearing must (a) include your name, address, telephone number, and signature and clearly identify the case name and number (*In re Ranbaxy Generic Drug Application Antitrust Litigation*, No. 19-MD-02878-NMG (D. Mass.)); (b) provide a summary statement outlining the position to be asserted and the grounds for the objection, including whether the objection applies only to you, to a specific subset of one or more of the Classes, or to an entire Class or Classes, together with copies of any supporting papers or briefs; (c) be submitted to the Court either by filing them electronically via the Court's Case Management/Electronic Case Files (CM/ECF) system or by mailing it to the Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, One Courthouse Way, Boston, Massachusetts 02210 on or before July 18, 2022; and (d) also be mailed and delivered by July 18, 2022 to Lead Class Counsel listed in **Question 12** and

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to Defense Counsel: Jay P. Lefkowitz, Devora Allon, KIRKLAND & ELLIS LLP, 601 Lexington Avenue, New York, NY 10022.

## IF YOU DO NOTHING

### 11. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will remain in the Class and be bound by the decision in the Action and on the Settlement, but you may not participate in the Settlement as described in this notice, if the Settlement is approved. To participate in the Settlement, you must complete, sign, and return the claim form before the claims filing deadline provided on the claim form and on the Settlement website to be eligible to receive a payment.

## THE LAWYERS REPRESENTING THE CLASSES

### 12. Do I have a lawyer in this case?

The law firms listed below have been appointed by the Court as Lead Class Counsel for the Classes. Lead Class Counsel for the Classes are experienced in handling similar cases against other companies. Lead Counsel for the Classes are:

<b>LOWEY DANNENBERG, P.C.</b> One Tower Bridge 100 Front Street, Suite 520 West Conshohocken, PA 19428 Tel: (215) 399-4770 glawrence@lowey.com rnolan@lowey.com wolson@lowey.com	<b>THE DUGAN LAW FIRM, APLC</b> One Canal Place – Suite 1000 365 Canal Street New Orleans, LA 70130 (504) 648-0180 jdugan@dugan-lawfirm.com dscalia@dugan-lawfirm.com tbenedetto@dugan-lawfirm.com
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You will not be personally charged for the services of these lawyers in litigating this case against the Defendants.

### 13. Should I hire my own lawyer?

You do not need to hire your own lawyer because the lawyers appointed by the Court are working on your behalf. You may hire a lawyer and enter an appearance through your lawyer at your own expense if you so desire.

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#### **14. How will the lawyers be paid?**

If the Court approves the Settlement, Class Counsel will ask the Court for an award of attorneys' fees of up to one-third of the Settlement Fund (net of litigation expenses and including a proportionate share of the interest), and reimbursement of litigation expenses incurred prior to the Settlement. Class Counsel may ask for service awards for the class representatives from the Settlement Fund for their efforts to date on behalf of the End Payor Classes. If the Court grants Class Counsel's requests, these amounts would be deducted from the Settlement Fund. You will not have to pay these fees, expenses, and costs out of your own pocket. The Administrative Expenses for the Settlement will also be paid out of the Settlement Fund.

Class Counsel's request for an award of attorneys' fees and reimbursement of expenses and for service awards for the class representatives will be filed with the Court and made available for download or viewing on or before June 27, 2022 on the Settlement website, on the Court docket in this case, which can be accessed, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.mad.uscourts.gov>, and at the office of the Clerk of Court of the United States District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, One Courthouse Way, Boston, Massachusetts 02210, which can be visited between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You can tell the Court you do not agree with Class Counsel's request for attorneys' fees and expenses, or for service awards for the class representatives, by filing an objection as described in **Question 10**.

### **THE FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

#### **15. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing at 11:00 a.m. on September 8, 2022, before Judge Nathaniel Gorton in Courtroom 4 at the U.S. District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, One Courthouse Way, Boston, Massachusetts 02210. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to give final approval to the proposed Settlement. We do not know how long the decision will take.

The time and date of the Fairness Hearing may change without additional mailed or publication notice. For updated information on the hearing, visit [www.RanbaxyTPPLitigation.com](http://www.RanbaxyTPPLitigation.com) or check the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.mad.uscourts.gov>.

**QUESTIONS? CALL 877-888-9232 OR VISIT [WWW.RANBAXYTPPLITIGATION.COM](http://WWW.RANBAXYTPPLITIGATION.COM)**

**16. Do I have to come to the hearing?**

No. Lead Class Counsel will answer questions that the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it; as long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Attendance is not necessary to receive a *pro rata* share of the Settlement Fund.

**17. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing, either in person or through your own attorney, if you file a request to speak in person. See **Question 10**. If you appear through your own attorney, you are responsible for paying that attorney.

**GETTING MORE INFORMATION**

**18. Are more details available?**

For more detailed information about this litigation, please refer to the papers on file in this litigation, which may be inspected at the Office of the Clerk, United States District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, One Courthouse Way, Boston, Massachusetts 02210 during regular business hours of each business day. You may also get additional information by calling or writing to Lead Class Counsel as indicated above (see in **Question 12**), by visiting [www.RanbaxyTPPLitigation.com](http://www.RanbaxyTPPLitigation.com) (which provides copies of some key pleadings), or by contacting the Settlement Administrator, A.B. Data, Ltd., at the following:

Ranbaxy TPP Litigation  
c/o A.B. Data, Ltd.  
P.O. Box 173137  
Milwaukee, WI 53217  
1-877-888-9232

[info@RanbaxyTPPLitigation.com](mailto:info@RanbaxyTPPLitigation.com)

**PLEASE DO NOT WRITE TO OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION. INSTEAD, PLEASE DIRECT ANY INQUIRIES TO ANY OF THE CLASS COUNSEL LISTED ABOVE IN QUESTION 12.**

**DATED: MAY 13, 2022**

**BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS**

**QUESTIONS? CALL 877-888-9232 OR VISIT [WWW.RANBAXYTPPLITIGATION.COM](http://WWW.RANBAXYTPPLITIGATION.COM)**