

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT

NOTICE OF CLASS ACTION AND PROPOSED INDIRECT PURCHASER SETTLEMENT

**If you purchased Aggrenox or its generic version,
the settlement of a class action lawsuit may affect your rights.**

This Notice is being provided by Order of the U.S. District Court.

It is not a solicitation from a lawyer. You are not being sued.

- **Your legal rights are affected whether you act or do not act, so please read this notice carefully.**
- The purpose of this notice is to alert you to a proposed settlement relating to a Class Action Lawsuit (the “Lawsuit”) brought by indirect purchasers (“Indirect Purchaser Class Plaintiffs”) of Aggrenox (aspirin/extended-release dipyridamole). The Lawsuit is pending in the United States District Court for the District of Connecticut (“the Court”) against the following Defendants: Boehringer Ingelheim Pharmaceuticals, Inc., Boehringer Ingelheim International GmbH, Boehringer Ingelheim Pharma GmbH & Co. KG, (collectively “Boehringer Ingelheim”); and Teva Pharmaceuticals USA, Inc., Teva Pharmaceutical Industries Ltd. (“Teva”), Barr Pharmaceuticals Inc. (n/k/a Barr Pharmaceuticals LLC), Barr Laboratories, Inc., Duramed Pharmaceuticals Inc. (n/k/a Teva Women’s Health Inc.) and Duramed Pharmaceuticals Sales Corp. (n/k/a/ Teva Sales and Marketing, Inc.) (“Barr”) (collectively “Teva”). Plaintiffs in the lawsuit claim that Defendants hurt competition and violated state laws in the United States and its territories, including Puerto Rico. Plaintiffs allege Defendants unlawfully delayed the availability of allegedly less-expensive generic versions of Aggrenox and that Defendants’ conduct caused consumers and third-party payors (discussed below) to pay too much for Aggrenox in these states and territories. Defendants deny any wrongdoing.

This lawsuit does not claim that Aggrenox is unsafe or ineffective.

PROPOSED CLASS

This Notice (the “Settlement Notice”) provides notice of the proposed settlements with the Defendants on behalf of the members of the Proposed Settlement Class as defined below. As described below, if you are a member of the Proposed Settlement Class, you may object to the Settlement.

The Court has determined that the lawsuit between Indirect Purchaser Class Plaintiffs and Defendants can be a class action for purposes of this settlement because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts, for those purposes. The class (hereinafter, the “Indirect Purchaser Class Plaintiffs” or the “Class”) includes the following:

All persons or entities in the Commonwealth of Puerto Rico, Arizona, California, Colorado, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin, who, in one of the listed states, indirectly purchased, paid and/or provided reimbursement for some or all of the purchase price for branded or generic Aggrenox, for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, from November 30, 2009 through December 22, 2017.

The following persons or entities are excluded from the proposed Indirect Purchaser Class Settlement: (a) Defendants and their counsel, officers, directors, management, employees, subsidiaries, or affiliates; (b) all federal or state governmental entities, *except* cities, towns, or municipalities with self-funded prescription drug plans; (c) all persons or entities who purchased Aggrenox for purposes of resale or who purchased directly from the Defendant or their affiliates; (d) fully-insured health plans (plans that purchased insurance from another third-party payor covering 100% of the plan’s reimbursement obligations to its members); (e) Pharmacy Benefits Managers (but not excluding affiliates, subsidiaries or related companies who would otherwise be included in the class definition); (f) Humana Inc. and its subsidiaries as listed in paragraph 4 of Humana’s Second Amended Complaint dated April 13, 2015 (Doc. No. 239); (f) Louisiana Health Service Indemnity Company d/b/a BlueCross/BlueShield of Louisiana (“BCBSLA”) as defined in paragraph 17 of BCBSLA’s Amended Complaint dated August 12, 2015 (Doc. No. 6); (g) flat co-payers (consumers who paid the same co-payment amount for brand and generic drugs); (h) co-payers (consumers) who did not purchase branded Aggrenox before July 1, 2015 *and* who have a flat generic co-pay, *i.e.*, a fixed dollar copayment (*e.g.*, \$10 for generic drugs) regardless of the co-payment applicable to branded drugs; (i) all persons who purchased or received branded or generic Aggrenox through a Medicaid program only; (j) the judges in this case and any members of their immediate families; (k); Purchasers for all purchases of Aggrenox in the State of Rhode Island prior to July 15, 2013; and (l) Purchasers for all purchases of Aggrenox in the State of Oregon before 2010.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You may choose to exclude yourself (<i>i.e.</i> , “opt out”) from the Class. If you decide to exclude yourself, you will not be bound by any decision in this Lawsuit relating to Defendants. This is the only option that allows you ever to be part of any lawsuit (other than this Lawsuit) against Defendants relating to the legal claims against Defendants in this case. The Exclusion Deadline is May 11, 2018.
OBJECT TO THE SETTLEMENT	Do not exclude yourself. Write and explain what you do not like about the Settlement. See Question 12. The objection deadline is May 11, 2018. Please consult www.InReAggrenoxAntitrustLitigation.com for any updates on deadlines.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. Your notice of intention to appear at the Final Approval Hearing must be postmarked no later than May 11, 2018. Please consult www.InReAggrenoxAntitrustLitigation.com for any updates on deadlines.
DO NOTHING	Remain a part of this lawsuit and participate in the Settlements.

THESE RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM ARE EXPLAINED IN THIS NOTICE.

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BASIC INFORMATION ABOUT THE LAWSUIT AND SETTLEMENTS

1. Why did I get this Notice?

You received this Notice because you requested it or records indicate that you may be a member of the Indirect Purchaser Class. A Settlement has been reached with Defendants. All Defendants deny any wrongdoing. You are not being sued. This Settlement Notice describes the lawsuit, the Settlement of this case, and the rights and options you have now.

2. What is the lawsuit about?

The lawsuit is about the price of Aggrenox and whether its manufacturer, Boehringer Ingelheim, delayed the availability of an allegedly less-expensive generic version through alleged anticompetitive agreements with Barr. Plaintiffs (those who brought the suit) allege that Boehringer Ingelheim and Barr did so through unlawful settlement of patent lawsuits in which the patents covering Aggrenox were in dispute. After the challenged agreements were entered into, Barr was acquired by Teva. Plaintiffs claim that Defendants' actions denied Indirect Purchasers who paid for Aggrenox the benefits of competition and caused them to pay higher prices for Aggrenox than they otherwise would have paid.

Defendants deny these claims and deny that they did anything wrong. Defendants assert that the settlement of the patent lawsuits did not violate Federal or state antitrust or consumer protection laws. Defendants assert that their conduct has not delayed the entry of generic versions of Aggrenox into the market. No court or other authority has found that Defendants engaged in any wrongdoing.

3. What is the current status of the lawsuit?

Plaintiffs have agreed to settle with the Defendants. The lawsuit is currently pending in the United States District Court for the District of Connecticut before United States District Judge Stefan R. Underhill. The case name is *In re Aggrenox Antitrust Litigation*, and the civil action number is 3:14-md-2516-SRU (D. Conn.). The Court has set a Final Approval Hearing for the proposed Settlement on July 19, 2018 at 1:00 p.m. Eastern time, in Courtroom 1 at the United States District Court for the District of Connecticut, Brien McMahon Federal Building, 915 Lafayette Boulevard, Bridgeport CT 06604. The Court may continue the Final Approval Hearing without further notice so please consult www.InReAggrenoxAntitrustLitigation.com for any updates on deadlines.

4. What does the Settlement provide?

Defendants have agreed to pay fifty-four million dollars (\$54,000,000.00) in cash into the Settlement Fund (which will include any earnings or interest that accrues). Indirect Purchaser Class Plaintiffs' Counsel will apply to the Court for an award of attorneys' fees (of up to thirty-three and one-third percent (33⅓%) of the Settlement Fund), a proportionate share of the interest earned on the Settlement Fund, and expenses, incentive awards to the Class Representatives of \$10,000.00 each their services to the Class, and payment for costs of administering the settlement from the fund. The remainder (the "Net Settlement Fund") will be divided among Class Members. Plaintiffs' Counsel may also apply for additional attorneys' fees and costs incurred for services rendered to defend any appeals from final approval of the Settlement, additional services rendered in connection with claims administration, and to enforce the terms of the Settlement.

The Settlement additionally provides for what happens if the Defendants subsequently resolve the litigation with any persons or entities who elect to exclude themselves from the Settlement ("opt outs") and pursue Aggrenox-related claims against the Defendants. If such a resolution occurs, the Settlement provides that the Defendants shall make additional payments to Class Counsel, in an interest-bearing account (the "Set Aside Fund"), in an amount equal to ten percent (10%) of any amount that Defendants pay to any person or entity who opted out of this Class and will be available for distribution to Class Counsel upon Court approval. The parties agree that this amount is intended to cover a portion of Indirect Purchaser Class Counsels' attorneys' fees, costs and expenses. The amount of any such attorneys' fees, costs and expenses awarded to Class Counsel from the Set Aside Fund shall be determined by the Court. Any Set Aside Funds not awarded to Class Counsel shall be returned to the Defendants.

5. What are members of the Class giving up in exchange for the Settlements?

In exchange for the Settlements, members of the Class will agree to a "Release of Claims" against the Defendants as follows:

Upon the Settlement Agreement becoming final, Plaintiffs and the Indirect Purchaser Class, except those who have requested exclusion from the Class and such request has been approved by the Court, shall unconditionally, fully and finally release and forever discharge Defendants, any past, present, and future parents, subsidiaries, divisions,

affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, trustees, associates, attorneys and any of their legal representatives, or any other representatives thereof (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing) (the "Released Parties") from any and all manner of claims, rights, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including costs, expenses, penalties and attorneys' fees, accrued in whole or in part, in law or equity, that Plaintiffs or any member or members of the Indirect Purchaser Class (including any of their past, present, or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such) (the "Releasers"), whether or not they object to the Settlement, ever had, now has, or hereafter can, shall or may have, indirectly, representatively, derivatively or in any other capacity, arising out of or relating in any way to any claim under federal or state laws that was alleged or could have been alleged in the Indirect Purchaser Class Action, prior to the date of this Settlement, including but not limited to:

- (1) the alleged delayed entry of generic Aggrenox;
- (2) conduct with respect to the procurement, maintenance and enforcement of United States Patent No. 6,015,577; and
- (3) the sale, marketing or distribution of Aggrenox or generic Aggrenox except as provided for in paragraph 15 of the Settlement Agreement (the "Released Claims").

Releasers hereby covenant and agree that each shall not sue or otherwise seek to establish or impose liability against any Released Party based, in whole or in part, on any of the Released Claims. For the avoidance of doubt, the release provided herein applies, without limitation, to any conduct relating to the procurement, maintenance or enforcement of United States Patent Number 6,015,577, including any commencement, maintenance, defense or other participation in litigation concerning any such patent, that was alleged in, could be fairly characterized as being alleged in, is related to an allegation made in, or could have been alleged in the Indirect Purchaser Class Action.

In addition, Plaintiffs, on behalf of themselves and all other Releasers, hereby expressly waive, release and forever discharge, upon the Settlement becoming final, any and all provisions, rights and benefits conferred by §1542 of the California Civil Code, which reads:

SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Plaintiffs and members of the Indirect Purchaser Class may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims which are the subject matter of this paragraph 14, but each Plaintiff and member of the Indirect Purchaser Class hereby expressly waives and fully, finally and forever settles, releases and discharges, upon this Settlement becoming final, any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Plaintiff and member of the Indirect Purchaser Class also hereby expressly waives and fully, finally and forever settles, releases and discharges any and all claims it may have against any Released Party under § 17200, *et seq.*, of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are expressly incorporated into the definition of Released Claims.

The Settlement Agreement, available at www.InReAggrenoxAntitrustLitigation.com, fully describes the Settlement and the Released Claims. If you have any questions, you can talk with the lawyers listed in Question 20 for free, or you can, of course, talk with your own lawyer if you have questions about what this means.

DETERMINING IF YOU ARE A MEMBER OF THE CLASS

6. I am an individual who purchased or paid for Aggrenox and/or its generic equivalent; how do I know if I am a member of the Class?

As a **Consumer**, you may be a member of the Class if:

- From November 30, 2009 through December 22, 2017, you purchased or paid for some or all of the purchase price for Aggrenox and/or its generic versions in the Commonwealth of Puerto Rico, Arizona, California, Colorado, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin, for consumption by yourself or your family.

The following are **NOT** members of the Class:

- Defendants and their counsel, officers, directors, management, employees, subsidiaries, or affiliates;
- All federal or state governmental entities, except cities, towns, or municipalities with self-funded prescription drug plans;
- All persons or entities who purchased Aggrenox for purposes of resale or who purchased directly from the Defendant or their affiliates;
- Fully insured health plans (plans that purchased insurance from another third-party payor covering 100% of the plan's reimbursement obligations to its members);
- Pharmacy Benefits Managers (but not excluding affiliates, subsidiaries or related companies who would otherwise be included in the class definition);
- Humana and its subsidiaries as listed in paragraph 4 of Humana's Second Amended Complaint, dated April 13, 2015 (Doc. No. 239);
- BCBSLA;
- Flat co-payers (consumers who paid the same co-payment amount for brand and generic drugs);
- Co-payers (consumers) who did not purchase branded Aggrenox before July 1, 2015 **and** who have a flat generic co-pay, *i.e.*, a fixed dollar copayment (*e.g.*, \$10 for generic drugs) regardless of the co-payment applicable to branded drugs;
- All persons that purchased or received branded or generic Aggrenox through a Medicaid program only; and
- The judges in this case and any members of their immediate families;
- All persons or entities who purchased Aggrenox in the State of Rhode Island prior to July 15, 2013; and
- All persons or entities who purchased Aggrenox in the State of Oregon before 2010.

7. I am a Third-Party Payor that has purchased or paid for Aggrenox and/or its generic equivalent; how do I know if I am a member of the Settlement Class?

As a **Third-Party Payor**, you may be a member of the Class if:

- From November 30, 2009 through December 22, 2017, you purchased, paid and/or reimbursed for some or all of the purchase price for Aggrenox and/or its generic versions in the Commonwealth of Puerto Rico, Arizona, California, Colorado, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon¹, Rhode Island, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin, for consumption by your members, employees, insureds, participants, or beneficiaries.
- As a Third-Party Payor, you are **NOT** a member of the Class if you are among any of the following:

¹ Purchases in Oregon must have been made in 2010 or after and purchases in Rhode Island must have been made after July 15, 2013.

- Defendants and their counsel, officers, directors, management, employees, subsidiaries, or affiliates;
- All federal or state governmental entities, excluding cities, towns, or municipalities with self-funded prescription drug plans;
- All persons or entities that purchased Aggrenox or its generic equivalents for purposes of resale or directly from the Defendants or their affiliates;
- Fully-insured health plans (plans that purchased insurance from another Third-Party Payor covering 100% of the plan's reimbursement obligations to its members);
- Pharmacy Benefits Managers (but not excluding affiliates, subsidiaries or related companies who would otherwise be included in the class definition);
- Humana Inc. and its subsidiaries as listed in paragraph 4 of Humana's Second Amended Complaint, dated April 13, 2015 (Doc. No. 239) ("Humana");
- Louisiana Health Service Indemnity Company d/b/a BlueCross/BlueShield of Louisiana ("BCBSLA") as defined in paragraph 17 of BCBSLA's Amended Complaint dated August 12, 2015 (Doc. No. 6, No. 3:15-cv-00964).
- All entities who did not purchase branded Aggrenox before July 1, 2015 *and* purchased only branded Aggrenox after July 1, 2015;
- The judges in this case and any members of their immediate families;
- Purchasers for their purchases of Aggrenox in the State of Oregon before 2010;
- Purchasers for their purchases of Aggrenox in the State of Rhode Island before July 15, 2013.

Third-Party Payors include all health insurance companies, third-party administrators, health maintenance organizations, 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 Aggrenox and/or its generic equivalent for consumption by its members, employees, insureds, participants, or beneficiaries. For purposes of this definition, an entity "paid for" Aggrenox and/or its generic equivalent if it paid some or all of the purchase price.

YOUR SETTLEMENT OPTIONS AS A MEMBER OF THE CLASS

8. How much money can I get?

At this time, it is unknown how much each member of the Class who submits a valid claim will receive. Payments will be based on a number of factors, including the number of valid claims filed by all members of the Settlement Class and the dollar value of each member of the Class' purchase(s) in proportion to the total claims filed. No matter how many claims are filed, no money will be returned to the Defendants once the Court finally approves the Settlement. In order to receive a payment, you will need to file a valid claim form before the claims period ends. The net settlement funds, after the payment of Court-approved attorneys' fees, reimbursement of expenses, incentive awards, escrow fees, and claims administration fees and costs, shall be distributed to eligible members of the Class according to the Plan of Allocation described herein.

9. When will I get a payment?

When you get your payment depends on several matters, including whether the Court decides to give Final Approval to the settlement, and any subsequent proceedings, including appeals from the Final Order and Judgment.

If you decide not to exclude yourself from the Class, when you get a payment depends on the timing of Final Approval and any appeal of that Final Approval. The Net Settlement Fund will be allocated to members of the Class as soon as practicable after Final Approval has been obtained for the proposed Settlement. You will not be responsible for calculating the amount you may be entitled to receive.

The Plan of Allocation is as follows: the Net Settlement Fund will be divided into two pools, one for consumers and one for third-party payors. The Consumer Pool shall receive 21.2% of the Net Settlement Fund and the Third-Party Payor Pool shall receive 78.8% of the Net Settlement Fund Amount, both percentages to be adjusted to account for any opt-outs. Eligible Claimants shall be paid out of each Allocation Pool for which they are eligible. Eligible Claimants will receive a distribution from their respective pool which allocation will be on a *pro rata* basis in the respective Consumer or Third-Party Payor Pool in proportion to how much Aggrenox® and/or generic Aggrenox® the Eligible Claimant purchased, paid for or reimbursed, net of rebates, coupons, etc. If the initial proposed distribution to an Allocation Pool results in the Claimants in that pool receiving more than their single damages, then the distributions shall be adjusted as noted in the Plan of Allocation, which is available on www.InReAggrenoxAntitrustLitigation.com.

If the proposed Settlement is given Final Approval, but there is an appeal of the Final Approval, the appeal could take several years to resolve. Any net earnings and accrued interest on the Settlement Fund will be included, *pro rata*, in the amount paid to the members of the Class.

If you do decide to exclude yourself from the Settlement Class, which means that you are choosing not to be a part of the Settlement Class and the Settlement, then you will not receive a share of the Settlement Fund.

10. What are my options as a member of the Class?

If you are a member of the Settlement Class, you can choose to do nothing, exclude yourself from the Settlement Class, or object to the Settlement.

11. What does it mean to object?

Objecting is telling the Court that you don't like something about the request for attorneys' fees and request for reimbursement of expenses, request for payment of incentive awards to the Class Representatives, or the proposed Settlement. You can give reasons why you think the Court should not approve it. The Court will consider your views before making a decision, but if the Court rejects your objection you will remain a member of the Class.

12. How do I object to the proposed Settlements?

To object, you must prepare and sign a written objection that includes: (1) the case name and number ("*In re Aggrenox Antitrust Litigation*, Civil Action No. 3:14-md-2516"); (2) your full name, current address, and telephone number; (3) a written statement of your objections and the specific reasons for each; (4) any supporting papers, evidence, or documents; (5) a statement of whether you intend to appear and present your objections at the Fairness Hearing (see Question 23); and (6) your signature. You must send your objection to the Claims Administrator not later than **MAY 11, 2018**.

Aggrenox Settlement
OBJECTION
c/o A.B. Data, Ltd
P.O. Box 173001
Milwaukee, WI 53217

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. What does it mean to request to be excluded from the Settlement?

If you do not want to be part of the Settlement and you want to keep your right to sue the Defendants relating to the allegations in *In re Aggrenox Antitrust Litigation* concerning the alleged delay in the entry of generic Aggrenox, then you must take steps to remove yourself from the Settlement. This is called excluding yourself, or "opting out" of the Settlement Class. If you exclude yourself, you will not receive any payment or anything else from the Settlement. Any orders entered by the Court will not be binding on you.

14. How do I get out of the Settlement? (Excluding yourself.)

To exclude yourself from the Settlement, you must send a letter by mail saying that you wish to be excluded from the Settlement Class for the Settlement Agreements with the Defendants in *In re Aggrenox Antitrust Litigation*, Civil Action No. 3:14-md-2516. Be sure to include your name, address, telephone number, and signature. You cannot exclude yourself on the telephone or by email. You must mail your Request for Exclusion, postmarked no later than **MAY 11, 2018**, to:

Aggrenox Settlement
EXCLUSION
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

15. How do Third-Party Payors get out of the Settlement? (Excluding a Third-Party Payor)

Third-Party Payors that want to be excluded from the Settlement Class must submit a written request for exclusion to the Claims Administrator. Your request for exclusion must include: (1) the entity name, address, and IRS EIN; (2) the name and title of the entity representative; (3) the name of this case, *In re Aggrenox Antitrust Litigation*, Civil Action No. 3:14-md-2516; (4) a statement, signed by an authorized representative, that you are a member of the Settlement Class and wish to be excluded from the Settlement Class; (5) data sufficient to establish your entity's relevant Aggrenox and generic aspirin/extended-release dipyridamole purchases or payments, for the period November 30, 2009 to December 31, 2016, measured in number of prescriptions, number of pills, and dollars paid by you, and aggregated on a monthly basis for each of Aggrenox and generic aspirin/extended-release dipyridamole, and each Class State (those listed in Paragraph 7 above) in which relevant purchases or payments were made. Exclusion requests must be mailed to the Claims Administrator at the address below and postmarked no later than **MAY 11, 2018**.

Aggrenox Settlement
EXCLUSION
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

A separate exclusion request must be submitted by each Third-Party Payor electing to be excluded from the Settlement Class in the settlement with Defendants. Any Third-Party Payor included in the Settlement Class that does not submit a valid request for exclusion providing all necessary information will be bound by the terms of the settlement.

Any Third-Party Payor that wants to opt out the claims of others whom the Third-Party Payor represents (*e.g.*, welfare funds or employers for whom the Third-Party Payor acts as an Administrative Services Organization), must include for each such entity all of the information noted in subparagraphs 15 (1) through (5). In addition, for each such entity the Third-Party Payor must provide a Declaration from an authorized representative of the entity, substantially in the form noted below and executed specifically in connection with this litigation, attesting to the Third-Party Payor's authority to opt the entity's claims out of the Class, and include the language in any written agreement that provides the Third-Party Payor with such authority. The Third-Party Payor must mail this information to the Claims Administrator at the address below and postmarked no later than **MAY 11, 2018**.

Date
Declarant Entity Name
Declarant Entity Address
Declarant Entity Telephone Number
Declarant Entity EIN:

Dear Notice Administrator:

I am [Name and Title of Officer or Employee of Declarant Entity Requesting Exclusion]. [Declarant Entity] has authorized [Third-Party Payor] to request exclusion from the Indirect Purchaser Class on [Declarant Entity's] behalf in the case *In re Aggrenox Antitrust Litigation*, 3:14-md-02516-(SRU). [Declarant Entity] hereby acknowledges that, as a result of this authorization and opting out, [Declarant Entity] will not receive any proceeds of the of the Indirect Purchaser Class case.

I do so declare under penalty of perjury.

Name of Officer or Employee
Title of Officer or Employee

Date Signed

FAILURE TO INCLUDE ALL OF THIS INFORMATION IN YOUR REQUEST FOR EXCLUSION WILL RESULT IN YOUR REQUEST NOT BEING VALID AND YOU WILL CONTINUE TO BE A MEMBER OF THE SETTLEMENT CLASS.

16. What is the legal significance of excluding myself?

If you exclude yourself, you will not be legally bound by the Settlement or orders entered by the Court. You may be able to sue the Defendants in the future.

17. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue the Defendants relating to your purchases of Aggrenox® and/or its generic versions. That is called "releasing" your claims and potential claims relating to your purchases of Aggrenox® and/or generic Aggrenox from the Defendants. The full text of the release is included in the Settlement Agreement at Paragraph 14. If you have your own pending lawsuit, speak to your lawyer in that case immediately, because you must exclude yourself from this Class to continue your own lawsuit against Defendants. You must exclude yourself from the Settlement Class to be able to bring your own, separate lawsuit(s) against the Defendants. Remember, the exclusion deadline is **MAY 11, 2018**.

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the request for attorneys' fees and reimbursement of expenses, request for incentive payments to the Class Representatives, or the Settlement. You can object only if you stay in Settlement Class. In contrast, excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the Settlement Class, you have no basis to object to the Settlement because the action no longer affects you.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, and the Court approves the Settlement, you will be bound by its terms and you will participate in the Settlement. Unless you exclude yourself, you will not be able to file a lawsuit or be part of any other lawsuit asserting claims against the Defendants concerning or relating to the claims and factual allegations that were or could have been raised in this action. The complete Settlement Agreement is available at

www.InReAggrenoxAntitrustLitigation.com and the released claims are fully described at Paragraph 14 of the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

20. As a member of the Settlement Class, do I have a lawyer representing my interests in this Class Action and the Settlements?

Yes. The Court has appointed lawyers to represent you and other members of the Class. These lawyers are called Class Counsel. You will not be charged individually for these lawyers. They will ask the Court to approve an award for attorneys' fees and expenses in connection with the Aggrenox Antitrust Litigation. The following lawyers represent the Class:

COUNSEL FOR THE CLASS

Rena Steiner
HEINS MILLS & OLSON, PLC
310 Clifton Avenue
Minneapolis, MN 55403
612-338-4605

Marvin A. Miller
MILLER LAW LLC
115 S. LaSalle Street, Suite 2910,
Chicago, IL 60603
312-332-3400

Steve Shadowen
HILLIARD & SHADOWEN LLP
2407 S. Congress Ave., Ste. E 122
Austin, TX 78704
855-344-3298

21. How will the lawyers representing the Class be compensated? Will the named Plaintiffs receive an incentive award?

If the Court gives Final Approval to the Settlement, then the Court will be asked to approve a fee to the lawyers representing the Class of up to thirty-three and one-third percent (33⅓%) of the Settlement Fund (including earnings and accrued interest) plus reimbursement to the lawyers for the costs and expenses they have paid. If you decide not to exclude yourself from the Class, you will not have to pay these fees, costs and expenses out of your own pocket. If the Court grants Class Counsel's requests, these amounts would be deducted from the Settlement Fund. Class Counsel also will apply for incentive awards of \$10,000.00 to each of the Class Representatives for their services to the Settlement Class.

22. Should I get my own lawyer?

You do not need to hire your own lawyer, but if you hire a lawyer to speak for you or appear in Court, your lawyer must file a Notice of Appearance. If you hire your own lawyer, you will have to pay for that lawyer on your own.

THE COURT'S FINAL APPROVAL HEARING

23. When and where will the Court determine whether to approve the Settlement?

The Final Approval Hearing will be on July 19, 2018, at 1:00 p.m. Eastern time before Judge Stefan R. Underhill in Courtroom 1 at the United States District Court for the District of Connecticut, Brien McMahon Federal Building, United States Courthouse, 915 Lafayette Boulevard, Bridgeport, Connecticut 06604. At this Hearing, the Court will consider whether the proposed Settlement and all of its terms are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the Hearing (see Question 12). At or after the Final Approval Hearing, the Court will decide whether to finally approve the proposed Settlement. There may be appeals after that. We do not know how long these decisions will take.

The time and date of the Final Approval Hearing is subject to change without further notice as provided by this Notice. Please visit www.InReAggrenoxAntitrustLitigation.com for updates.

24. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions 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. So long as you file your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but that is not required.

25. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a Notice of Intent to Appear at the Final Approval Hearing with your objection (see Question 12). You must provide copies of any documents you intend to rely upon, including the names and addresses of any witnesses who will appear at the Final Approval Hearing, and the name of any counsel representing you as an objector. Ultimately, the Court will decide who will be allowed to speak at the Final Approval Hearing. You cannot speak at the hearing if you excluded yourself as a Class Member or if you do not send a notice of intention to appear.

GETTING MORE INFORMATION

26. Where do I get more information?

This Notice contains a summary of relevant court papers. Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the Clerk's office. The address is Brien McMahon Federal Building, United States Courthouse, 915 Lafayette Boulevard, Bridgeport, Connecticut 06604. Judge Stefan R. Underhill for the United States District Court for the District of Connecticut is overseeing the Class Action. You can also review relevant Decisions and Orders online at www.InReAggrenoxAntitrustLitigation.com. Additional information about the Class Action and proposed Settlement is available on the case website at www.InReAggrenoxAntitrustLitigation.com or you can call the Settlement Administrator toll-free at 1-800-494-2165. *Please do not contact the Court or Judge Underhill.*

For more information, call the Settlement Administrator at 1-800-494-2165, or go to www.InReAggrenoxAntitrustLitigation.com.

DATED: March 7, 2018

BY ORDER OF THE UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT