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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: XYREM (SODIUM OXYBATE)
ANTITRUST LITIGATION

Case No. 20-MD-02966-RS

**DECLARATION OF ERIC J. MILLER
OF A.B. DATA, LTD.**

1 I, Eric J. Miller, declare as follows:

2 1. I am the Senior Vice President of A.B. Data, Ltd.’s Class Action Administration
3 Company (“A.B. Data”), whose corporate office is located in Milwaukee, Wisconsin. My business
4 address is 5080 PGA Boulevard, Suite 209, Palm Beach Gardens, Florida 33418, and my telephone
5 number is 561-336-1801.

6 2. I am submitting this declaration on behalf of the Class Plaintiffs in connection with
7 the above-captioned action (“Action”). This Declaration is based upon my personal knowledge and
8 upon information provided by my associates and staff members. I have personal knowledge of the
9 facts set forth and if called as a witness, could and would testify competently thereto.

10 3. A.B. Data was appointed by the Court to act as the Notice Administrator in this
11 Action and completed the Court-approved Notice Plan in connection with class certification and
12 the settlement with Defendants Amneal Pharmaceuticals LLC and Lupin Ltd., Lupin
13 Pharmaceuticals Inc., and Lupin Inc.

14 4. I previously submitted the *Declaration of Eric J Miller of A.B. Data, Ltd.*, dated
15 November 16, 2022 (ECF No. 353), outlining my and A.B. Data’s credentials and the *Declaration*
16 *of Eric J Miller of A.B. Data, Ltd.*, dated April 17, 2025 (ECF No. 958-7), providing A.B. Data’s
17 updated firm resume.

18 5. A.B. Data has successfully implemented notification and claims administration
19 programs in thousands of class actions. More information on A.B. Data’s qualifications and
20 experience can be found on our website at www.abdataclassaction.com.

21 6. This Declaration provides the Court and the Parties with information about the
22 procedures and methods to be used to provide notice of the proposed Settlements to class
23 members—who are third-party payors (“TPPs”) of prescription drugs—and the administration of
24 the claims process.

25 **DATA PRIVACY AND SECURITY**

26 7. A.B. Data has numerous control systems and procedures in place, that it believes
27 meet and/or exceed relevant industry standards, to securely store and manage class member data.
28 A summary of those systems and procedures, addressing the items highlighted in the updated

1 Northern District of California Procedural Guidance for Class Action Settlements (including
2 technical, administrative, and physical controls; retention; destruction; audits; crisis response; etc.)
3 is attached as **Exhibit A**.

4 8. A.B. Data accepts responsibility for the security of class member information and
5 claimant data; accurate calculation of claims pursuant to a Court-approved plan of allocation,
6 subject to the guidance of the parties; and accurate distribution of funds pursuant to relevant Court
7 Orders. All case data provided to A.B. Data by the parties and/or class members will be used solely
8 for the purpose of effectuating notice and claims administration. A.B. Data will not use any class
9 member information for any other purpose. The information will not be used, disseminated, or
10 disclosed by or to any other person for any other purpose.

11 9. A.B. Data will continue to host and maintain the case data until otherwise instructed
12 in writing by the parties to delete, archive or return such data. When a customer requests that
13 A.B. Data delete or destroy all data, A.B. Data hereby agrees to delete or destroy all such data;
14 provided, however, that A.B. Data may retain data as required by applicable law, rule or regulation,
15 and to the extent such copies are electronically stored in accordance with A.B. Data's record
16 retention or back-up policies or procedures (including those regarding electronic communications)
17 then in effect.

18 10. A.B. Data maintains adequate insurance in the case of errors, which includes:
19 (a) professional liability errors and omissions insurance coverage; (b) a fidelity bond for employee
20 dishonesty losses (plus additional computer fraud and wire transfer communication fraud
21 coverages); and (c) network and information security liability coverage.

22 **PROPOSED NOTICE PLAN**

23 11. The proposed plan for providing a single, joint notice of the Jazz and Hikma
24 Settlements in this matter ("Notice Plan") uses customary procedures that have been widely adopted
25 in pharmaceutical class actions to reach the greatest practicable number of class members. Given
26 our more than ten years of experience in notifying TPPs in pharmaceutical class actions, we expect
27 the individual direct notice efforts detailed below, supplemented by paid and earned media, to
28 successfully reach the class, and to be the best notice practicable under the circumstances of this

1 case. Copies of the proposed Long-Form and Summary Notices, banner advertisement, and claim
2 form are attached as **Exhibits B-F**.

3 **DIRECT NOTICE**

4 12. A.B. Data maintains and annually updates a proprietary database of approximately
5 42,000 entities that include: (i) insurance companies; (ii) health maintenance organizations; (iii)
6 self-insured entities such as large corporations, labor unions, and employee benefit and pension
7 plans; and (iv) certain record keepers and other entities that represent TPPs, such as pharmacy
8 benefit managers and third-party administrators (the “TPP Database”). This TPP Database is
9 regularly used by A.B. Data to successfully notify TPP class members in pharmaceutical class
10 actions like this one.

11 13. The Summary Notice, formatted as a postcard (“Postcard Notice”), will be sent via
12 First-Class Mail to the entire TPP Database. Prior to mailing, A.B. Data will standardize and update
13 all mailing addresses through the United States Postal Service (“USPS”) National Change of
14 Address (“NCOA”) database. All Postcard Notices that are returned as undeliverable with
15 forwarding addresses provided by USPS will be processed, updated in a case-specific database, and
16 re-mailed. For Postcard Notices returned without any forwarding addresses, A.B. Data will attempt
17 to obtain updated addresses for the addressees concerned using proprietary subscription databases
18 and, in instances where updated addresses are found, re-mail the applicable Postcard Notices.

19 The Summary Notice, formatted as an email (“Email Notice”), will be sent via email to
20 approximately 1,500 entities in the TPP Database with available, valid email addresses. The
21 Email Notices will include a link that allows recipients to visit the case-specific website for
22 additional information.

23 **SUPPLEMENTAL PAID MEDIA**

24 14. The direct notice described above will be supplemented through paid media in the
25 form of customized digital banner ads placed on targeted internet websites. The banner ads will
26 run for 30 days on selected industry-related websites that A.B. Data regularly utilizes to
27 successfully notify TPP class members in pharmaceutical class actions, and the ads will include
28

1 an embedded link to the case-specific website. These websites, which were utilized in connection
2 with the Amneal and Lupin settlement Notice Plan, include:

3 15. [ThinkAdvisor.com/life-health](https://www.ThinkAdvisor.com/life-health) - This website is affiliated with the former
4 publication *National Underwriter Life & Health*. It is uniquely positioned to provide agents and
5 brokers with timely, insightful information, as they navigate the specialty insurance markets and
6 sort through critical industry developments.

7 16. [BenefitNews.com](https://www.BenefitNews.com) - This website is affiliated with the publication *Employee Benefit*
8 *News*. It serves human resource management personnel who specialize in determining and
9 implementing benefits for employees, including health insurance.

10 17. [SHRM.org](https://www.SHRM.org) - This website is the official website of the Society of Human Resource
11 Management. Visitors to this website include human resource managers that specialize in a variety
12 of related disciplines, such as benefits, health insurance, compliance, and many others. It also
13 reaches human resources management within large companies that offer private health insurance
14 policies to their employees.

15 **EARNED MEDIA**

16 18. In addition, A.B. Data will distribute a news release via *PR Newswire's* US1
17 Newswire. The news release will reach traditional media outlets (television, radio, newspapers,
18 magazines), news websites, and journalists nationwide. A news release serves a valuable role, as
19 it provides additional exposure to the notice information beyond paid media.

20 19. A.B. Data will also share information about the Settlements to its followers on X.

21 **WEBSITE AND TOLL-FREE TELEPHONE NUMBER**

22 20. A.B. Data will update and maintain the case-specific website,
23 www.InReXyremAntitrustLitigation.com, where class members can easily obtain information
24 about the Action and the proposed Settlements. The website will contain relevant documents that
25 can be downloaded, including the Long-Form Notice, Complaint, Jazz and Hikma Settlement
26 Agreements, Claim Form, and other case-related documents. In addition, it will include answers to
27 frequently asked questions; instructions for how class members may opt out (request exclusion),
28 object, submit a claim, or obtain more information; important deadlines; contact information; and

1 the date, time, and location for the Court’s Final Approval Hearing. The website will also contain
2 a claims-filing portal for class members who wish to submit their Claim online. The case-specific
3 address will be prominently displayed in all notice documents.

4 21. A.B. Data will maintain the toll-free telephone number with interactive voice
5 response (“IVR”) technology and live operators to address questions and provide information about
6 the Settlements. It presents callers with a series of choices to hear prerecorded information. If callers
7 need further help, they have an option to speak with a live operator during business hours. After
8 business hours, callers may leave a voicemail message, and their call will be returned. The toll-free
9 telephone number will be prominently displayed in the notices, Claim Form, and case-specific
10 website.

11 22. The automated telephone system and case-specific website are available 24 hours
12 per day, seven days per week.

13 **PLAIN LANGUAGE NOTICE DESIGN**

14 23. The Notices are designed to be “noticed,” meaning reviewed, and – by presenting
15 the information in plain language – to be understood by class members. The design of the Notices
16 follows the principles embodied in the Federal Judicial Center’s (“FJC”) illustrative model notices
17 posted at www.fjc.gov. Many courts have approved notices that we have written and designed in
18 a similar fashion. The Notices also conform to the specifications for notice content set forth in the
19 N.D. Cal. Procedural Guidance for Class Action Settlements. The Notices contain substantial,
20 albeit easy-to-read, summaries of all key information about the Settlements and class members’
21 rights, including the ability to opt out, object, or file a claim and the deadlines to do so. Consistent
22 with our normal practice, all notice documents will undergo a final edit for grammatical errors and
23 accuracy prior to actual mailing and publication.

24 **CLAIMS ADMINISTRATION**

25 24. A.B. Data will also provide claims administration services, including the
26 processing of each submitted Claim Form, determining each class member's distribution amount,
27 and preparing and sending distribution checks to eligible class members. A.B. Data may also
28

1 provide additional services upon request, including setting up, administering, and preparing a tax
2 return for the qualified Settlement Fund (“QSF”).

3 25. Class members who wish to be potentially eligible to receive a payment from the
4 Settlement Fund will be required to complete and submit a properly executed Claim Form along
5 with any required supporting documents either by mail or online through the case-specific website
6 such that it is postmarked (if mailed) or received no later than the claims-submission deadline
7 established by the Court.

8 26. A.B. Data will review each Claim upon receipt to verify that all required information
9 was provided. Information provided with each Claim will be reviewed for accuracy. A.B. Data will
10 process each Claim in accordance with the Court-approved Settlement Agreements and Plan of
11 Allocation and/or relevant Court orders.

12 27. If a Claim is determined to be defective, A.B. Data will send a deficiency notification
13 to the claimant, via letter or email, that describes why the Claim is deficient and including, where
14 applicable, what is necessary to cure the deficiency. The deficiency notification will also advise
15 claimants how much time they have to submit the appropriate information and/or documentary
16 evidence to complete/cure their Claim. If the deficiency in the Claim is not cured, the Claim will
17 be recommended for rejection (in whole or in part). The deficiency notification will also advise
18 claimants of their right to contest A.B. Data’s administrative determination with respect to their
19 Claim.

20 28. After the Claims (and responses to deficiency notifications) have been fully
21 processed, quality assurance reviews performed, and final administrative determinations have been
22 made as to which Claims are valid, A.B. Data will prepare an administrative report on the Claims
23 received, along with a proposed plan for distribution, in consultation with Co-Lead Counsel.
24 Thereafter, upon Court approval, A.B. Data will distribute the net Settlement proceeds to eligible
25 class members.

26 29. Distributions from the net Settlement proceeds will be sent to eligible class members
27 via check with a specified period for each claimant to cash their payment (typically 90 or 120 days).
28 For any checks that are not cashed, A.B. Data will conduct an outreach campaign to encourage

1 cashing and to provide claimants with reissued checks where applicable. The procedure described
2 above is the standard claims administration process for pharmaceutical class action settlements.

3 **PROJECTED CLAIMS RATE & ESTIMATED CASH PAYMENT AMOUNT**

4 30. A.B. Data has experience with over a dozen class actions of varying sizes where
5 TPPs were involved, and we consistently receive between 1,500 and 2,500 claims on behalf of
6 thousands of TPP class members. Our experience also provides that the valid claims typically
7 receive sizable payments of \$10,000 or greater. Thus in this Action, we expect a substantial portion
8 of the class to submit claims, and while some of those claims will receive significant and sizable
9 distribution payments, all valid claimants will receive a minimum \$15 payment.

10 **ESTIMATED ADMINISTRATION COSTS**

11 31. Based on its experience administering large-scale class actions in the healthcare
12 space, A.B. Data estimates that providing notice to class members, claims processing, and
13 distribution of the net Settlement proceeds to eligible class members will generate professional
14 services fees and expenses of approximately \$200,000 to \$300,000.

15 32. These amounts are estimates, and the ultimate cost of this administration could
16 change based on the actual circumstances and volumes. For example, the number of Postcard
17 Notices or Email Notices sent may be substantially greater (or smaller) than A.B. Data's estimate,
18 the media notice costs could increase, or the number of Claims received may be substantially greater
19 (or smaller) than the estimate. In addition, the administration costs could also be impacted by any
20 out-of-scope work encountered during the course of the administration. A.B. Data will always strive
21 to minimize costs whenever possible.

22 **CONCLUSION**

23 33. It is my opinion, based on my individual expertise and experience and that of my
24 A.B. Data colleagues, that the proposed Notice Plan is designed to effectively reach potential class
25 members using a strategic multi-channel approach. This plan, including robust, TPP-targeted
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1 direct notice via mail and email, digital media advertising, and earned media, will reach¹ over 70%
2 of the class. The proposed Notice Plan provides a reach similar to those that courts have approved
3 previously and within the range recommended and considered reasonable by The Federal Judicial
4 Center’s *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*.²
5 This Notice Plan conforms to the standards employed by A.B. Data in similar notification
6 programs, is the best practicable approach to reach class members, and fully satisfies the
7 requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

8
9 I declare under penalty of perjury that the foregoing is true and correct.

10 Executed in Palm Beach Gardens, Florida, on this 6th day of May, 2025.

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14 _____
ERIC J. MILLER

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26 ¹ Reach is the estimated percentage of a target audience reached through a specific (media) vehicle or
combination of (media) vehicles.

27 ² The *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* states: “The
28 lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice
efforts together will reach a high percentage of the class. It is reasonable to reach between 70-95%.”

EXHIBIT A



Settlement Administration Data Protection Checklist

Category	Control / Question	Response
Limitation on Use of Data	Affirmation that data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose	All data provided directly to A.B. Data will be used solely for the purpose of effecting the terms of the Settlement. A.B. Data will not use such information or information to be provided by Settlement Class Members for any other purpose than the administration of the Settlement in this Action; specifically the information provided will not be used, disseminated, or disclosed by or to any other person/entity for any other purpose.
Technical Controls	Firewalls and intrusion detection/prevention systems	A.B. Data uses modern next generation firewall systems which include intrusion detection, prevention, and alerting functions. A.B. Data's Information Security Policy requires firewalls be configured for intrusion detection and alerting of incidents to the A.B. Data IT department staff.
Technical Controls	Endpoint detection and response (EDR) systems	A.B. Data uses host based endpoint protection systems which are managed by the A.B. Data IT Department. These protection systems are configured to provide alerting to the IT team for security events who are in turn responsible for responding as required based on incident severity.
Technical Controls	Complex password requirements	A.B. Data requires complex passwords as part of its Information Security Policy. User accounts are required to have a minimum of 12 character passwords with alpha, numeric, and symbols along with upper and lower cases.
Technical Controls	Multi-factor authentication for access to systems and data	A.B. Data Class Action Administration Systems require Multi-Factor Authentication for access to all claims systems and data.
Technical Controls	Malware protection, anti-virus and vulnerability scanning and penetration tests	A.B. Data uses industry leading endpoint protection systems which include Malware, Anti-Virus and host based intrusion protection technologies. A.B. Data utilizes regular vulnerability testing scans on a monthly basis to detect vulnerabilities in its systems on both internal and external networks. These vulnerability scans are performed by a third party and reported back to the A.B. Data IT department for review and remediation as necessary.
Technical Controls	Data encryption (including, "encrypted at rest and in transit," "scrambled in storage," and "cell- or column-level encryption for PII" protocols)	A.B. Data's data encryption standards follow its Information Security Policy requirements such that all data is encrypted at rest on all servers, and, while in transit, must meet encryption standards of AES256 bit or greater.
Technical Controls	"Key management" for access to encrypted databases (e.g., using a hardware security module (HSM) or a key management service (KMS))	A.B. Data utilizes a KMS (Key Management System) for encrypted databases.

Category	Control / Question	Response
Technical Controls	Access only provided on need-to-know basis	A. B. Data Group uses the "Least Privilege" security model, whereby all user accounts are granted no security permissions by default and only given the least level of security permissions necessary to properly complete user assigned work duties as defined by the specific department management.
Administrative Policies	Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	All employees must pass a pre-employment background check, including a lawful ten-year criminal record review, employment verification, education verification (if required by position), and credit history. In addition, substance testing is a hiring requirement.
Administrative Policies	Personnel and support staff required to enter into non-disclosure and confidentiality agreements	All employees must sign a Confidentiality Agreement ensuring they will recognize their responsibilities in upholding confidential information accessed using data and resources through A.B. Data's networks, databases, and all technology systems. All employees must also sign a Non-Compete, Trade Secret, Proprietary and Confidential Information Non-Disclosure Agreement. This agreement requires the employee to understand, acknowledge, and agree to all the covenants and conditions not to compete and not to disclose proprietary information without consequences for any violation.
Administrative Policies	Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	A.B. Data access, modifications and removal is authorized by human resources and managed by its IT department. Access permissions are reviewed and approved by management.
Administrative Policies	Information security and privacy policy trainings, including policy review, best practices, and data security	A.B. Data requires annual Security Awareness Trainings of all employees and upon hire. These trainings cover existing and new security policy changes to the organization. The Information Security Policy is reviewed annually by A.B. Data's Security and Compliance team ensuring it is meeting industry best practices and procedures for the industry. Additional security trainings are required for roles that require elevated levels of data access.
Administrative Policies	No remote access to systems for employees	A.B. Data allows certain employees remote access privileges to its systems as required for performance of their job duties. All remote access utilizes two-factor authentication.
Administrative Policies	Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	A.B. Data's termination procedures require all user account access be removed immediately upon termination. A.B. Data's IT Department is required upon receipt of termination notification to disable account and system access (physical and logical) within one (1) hour, 24 hours per day, 7 days per week.
Administrative Policies	Robust audits of data privacy policies by third-party vendors	A.B. Data currently holds SOC1 SSAE18 annual audit by third part auditors who review its policies annually. Additionally, A.B. Data is currently in the process of obtaining a SOC2 audit report in 2023.
Administrative Policies	Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	A.B. Data currently holds SOC1 SSAE18 annual audit by third part auditors who review its policies annually. Additionally, A.B. Data is currently in the process of obtaining a SOC2 audit report in 2023.

Category	Control / Question	Response
Administrative Policies	Disclosure of external certifications and any notice of expiration	A.B. Data may only disclose certifications and expirations upon written request.
Crisis and Risk Management	Incident response / "disaster plan" for immediate response to security incidents such as data breach	A.B. Data has a formal written Incident Response Policy which addresses immediate security incidents. This plan addresses all levels of response and coordination which include management, security response teams, and law enforcement if required.
Crisis and Risk Management	Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	A.B. Data has a formal written Incident Response Policy which addresses immediate security incidents. This plan addresses all levels of response and coordination which include management, security response teams, external partners, and law enforcement if required.
Crisis and Risk Management	Vendor management program that determines and defines requirements to manage risk associated with outsourcing	A.B. Data has a formal vendor management and risk management policy which defines requirements for vendors of A.B. Data. This policy is available for review upon request.
Physical Access Controls	Physical Access Security - Security Guards	A.B. Data contracts physical security monitoring to an accredited alarm monitoring company. As part of this contract, A.B. Data has access to security guards on patrol who will respond to issues at our facilities.
Physical Access Controls	Physical Access Security - Access cards to facilities with assignment of identification card subject to approval and review	A.B. Data utilizes access control cards (ACS) and identification cards to control physical access to its facilities. Cards are only issued through a management approval process.
Physical Access Controls	Physical Access Security - Logs of access	A.B. Data retains logs of all access to/from our facilities.
Physical Access Controls	Alarm Systems	AB Data utilizes multiple alarm systems which offer intrusion, fire, and duress alarms. These systems are monitored by certified third party monitoring companies and respond to alarms on a 24 hour basis, 7 days a week, 365 days per year.
Physical Access Controls	CCTV recording systems	AB Data manages CCTV and recording systems in house through its IT department management. Video recordings are maintained for 90 days for review retention. All building external entrances and exits are covered by CCTV recordings. In our datacenter, additional coverage is monitoring all exits and entrances along with coverage views of critical equipment and systems. All systems are maintained under a battery and generator power backup to ensure continuous coverage.
Data Collection and Retention	Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	A.B. Data only requests information that is needed for purposes of settlement administration and approved by the Court. Typically complete social security numbers and banking information are not required.
Data Collection and Retention	Data collection only required to extent necessary for settlement administration	A.B. Data only requests information that is needed for purposes of settlement administration and approved by the Court. Typically complete social security numbers and banking information are not required.
Data Collection and Retention	Various methods for ensuring data protection and security - Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction)	A.B. Data's Information Security Policy addresses all data classification and protection policies and procedures. Additionally A.B. Data's staff sign confidentiality and privacy agreements to ensure data is handled appropriately. These policies are available for review upon request.

Category	Control / Question	Response
Data Collection and Retention	Various methods for ensuring data protection and security - Compliance with applicable laws and regulations (see below)	A.B. Data's Information Security Policy addresses all data compliance and regulatory protections. These policies are available for review upon request.
Data Collection and Retention	Various methods for ensuring data protection and security - Secure Data Transfer	A.B. Data requires all data transfers to follow industry standard security requirements. A.B. Data's Information Security Policy details these requirements, which include use of encryption during data transfers along with additional security measures.
Data Destruction	Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	A.B. Data retains settlement administration data based on the requirements set forth in relevant Court Order and/or client agreements. If no guidance is provided, A.B. Data destroys all data when no longer needed for purposes of settlement administration.
Data Destruction	Secure data destruction (e.g., 6 months – 1 year or when no longer required)	A.B. Data retains settlement administration data based on the requirements set forth in relevant Court orders and/or client agreements. If no guidance is provided, A.B. Data destroys all data when no longer needed for purposes of settlement administration.
Data Destruction	Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	A.B. Data's Information Security Policy details physical media destruction requirements which meet industry standards. Electronic media that is being retired from service must be erased using the NIST Data Destruction Standard 800-88 Media Sanitation Procedures. If media is no longer functional, the media must be physically destroyed via shredding, degaussing, hammer, or other physical method to make the media fully unusable and severely difficult for physical reconstruction.
Data Destruction	Destruction of all derivative copies and/or back-ups	A.B. Data's Information Security Policy details physical media destruction requirements which meet industry standards. Electronic media that is being retired from service must be erased using the NIST Data Destruction Standard 800-88 Media Sanitation Procedures. If media is no longer functional, the media must be physically destroyed via shredding, degaussing, hammer, or other physical method to make the media fully unusable and severely difficult for physical reconstruction.
Applicable Laws, Standards, and Other Regulation	Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	A.B. Data follows all applicable local, national, and international privacy regulations. A.B. Data's security team facilitates and monitors compliance with privacy policies.
Applicable Laws, Standards, and Other Regulation	Local, national, international privacy regulations (including CCPA)	A.B. Data follows all applicable local, national, and international privacy regulations. A.B. Data's security team facilitates and monitors compliance with privacy policies.
Ethical Rules	Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	All employees are subject to the terms of A.B. Data's Employee Handbook which outlines all employee administrative policies, obligations, and requirements.
Ethical Rules	Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Consequences of employee breaches of administrative policies is subject to management discretion.
Customer Service Measures	Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	All settlement websites contain a link to A.B. Data's privacy policy and, for dynamic websites where A.B. Data collects data, A.B. Data utilize an SSL certificate that authenticates a website's identity and enables an encrypted connection.

Category	Control / Question	Response
Customer Service Measures	Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid email sent from the administrator)	Emails sent to class members are written in concise language, contain prominent links to the settlement website, and include an explanation of how the email is related to a court-approved settlement. A.B. Data never requests that confidential information be sent over email. A.B. Data also implements certain best practices when disseminating email to minimize confusion and maximize deliverability. For example, the subject line, the sender, and the body of the message will be designed to overcome SPAM filters and encourage readership. Emails are sent in an embedded html text format without graphics, tables, images, attachments, and other elements that would increase the likelihood that the message could be blocked by an e-mail service provider or labeled as SPAM. Emails are also transmitted with a digital signature to the header and content, which allows e-mail service providers to programmatically authenticate that the emails are from A.B. Data's authorized mail servers.

EXHIBIT B



United States District Court
Northern District Of California
San Francisco Division

In re Xyrem (Sodium Oxybate) Antitrust Litigation
No. 20-md-02966-RS

Class Action Notice

Authorized by the U.S. District Court

Did you pay
and/or provide
reimbursement
for some or all
the purchase
price for brand
or generic
Xyrem from
January 1, 2017
through
[Preliminary
Approval Date]?

A class action
lawsuit and
Settlements may
affect your rights.

To be part of the
Settlements and
eligible to receive
a payment:

Read this notice.

Respond by [date].

Important things to know:

- Your legal rights are affected even if you do nothing. Please read this Notice carefully.
- You can learn more at: www.InReXyremAntitrustLitigation.com.

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Notice Summary

Overview

This document provides Notice of preliminary approval of a \$145 million settlement with Defendant Jazz Pharmaceuticals Ireland Limited (“Jazz”) and a \$50 million settlement with Defendant Hikma Pharmaceuticals plc, Hikma Pharmaceuticals USA Inc., Hikma Labs, Inc. (“Hikma”) (“Settlements”). It provides class members with a deadline of [TBD], to object to the Settlements and/or exclude themselves from the Settlement Class.

This Notice is being provided by Order of the U.S. District Court for the Northern District of California. It is not a solicitation from a lawyer. You are not being sued.

A class action lawsuit is pending in the United States District Court for the Northern District of California (the "Court"). Plaintiffs in the lawsuit are A.F. of L. – A.G.C. Building Trades Welfare Plan, The City of Providence, Rhode Island, Government Employees Health Association, New York State Teamsters Council Health and Hospital Fund, Self-Insured Schools of California, and UFCW Local 1500 Welfare Fund ("Class Plaintiffs"). The Defendants named in the lawsuit are Jazz Pharmaceuticals, Inc., Jazz Pharmaceuticals Ireland Limited, and Jazz Pharmaceuticals Public Limited Company; Hikma Pharmaceuticals plc, Hikma Pharmaceuticals USA Inc., Hikma Labs, Inc., and Eurohealth (USA), Inc.; Amneal Pharmaceuticals LLC ("Amneal"), and Lupin Ltd., Lupin Pharmaceuticals Inc., and Lupin Inc. ("Lupin") (together "Defendants"). The Amneal and Lupin Defendants previously settled with Plaintiffs in settlements totaling \$3.4 million. Now, there are proposed settlements totaling \$195 million with Defendants Jazz and Hikma. If approved, these Settlements would resolve all remaining claims in this lawsuit.

Plaintiffs allege that Defendants harmed competition and violated certain federal and state antitrust and consumer protection laws. Plaintiffs further allege that Defendants unlawfully delayed and restricted the availability of allegedly less-expensive generic versions of Xyrem and Defendants' alleged conduct caused Settlement Class members to pay more than they otherwise would have for Xyrem and/or Xywav. Defendants deny any wrongdoing.

This lawsuit does not claim that Xyrem or Xywav is unsafe.

The Court has not decided whether Defendants did anything wrong.

The Settlements will be used to pay (1) money to eligible Settlement Class members; (2) notice and administration costs; (3) service awards to the class representatives; and (4) attorneys' fees, costs, and expenses.

The Classes

This Notice provides notice of the Preliminary Approval of the Settlements with Jazz and Hikma on behalf of the Settlement Class. The Settlement Class is defined below:

All entities that paid and/or provided reimbursement for some or all of the purchase price for brand or generic Xyrem in Alaska, Arizona, Arkansas, California, Connecticut, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin ("Class States"), for consumption by their members, employees, insureds, participants, or beneficiaries, and other than for resale, during the time from January 1, 2017, through and until [DATE] ("Class Period").

Excluded from the Settlement Class are: (1) Jazz and Hikma and their counsel, parents, subsidiaries, and affiliates; (2) federal and state governmental entities; (3) United HealthCare Services, Inc.; Humana Inc.; Molina Healthcare, Inc.; Health Care Service Corporation, Inc.; Aetna, Inc.; Blue Cross Blue Shield of Florida, Inc.; and Health Options, Inc. (each of these entities in (3) on behalf of themselves but not on behalf of any of their so-called "Administrative Services Only" clients ("ASO Clients")); and (4) any entities that timely and validly opt out of the Settlements. For avoidance of doubt, included in the Settlement Class are cities, towns, municipalities, and counties, and carriers for Federal Employee Health Benefit plans.

About This Notice

Why did I get this notice?

This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California ("the Court"). It is not junk mail, an advertisement, or a solicitation from a lawyer. You have not been sued.

The Court authorized this Notice because you have a right to know about new proposed Settlements with Jazz and Hikma and your rights and options before the Court decides whether to approve the Settlements. This Notice explains this class action lawsuit, the Settlements, and your legal rights. Your legal rights are affected whether you act or not.

You are receiving this Notice because you may be a member of the Settlement Class if you paid, and/or provided reimbursement for brand or generic Xyrem (sodium oxybate) from January 1, 2017, through and until [DATE].

What do I do next?

Read this notice. Then, decide if you want to:

Rights & Options	More information:
Submit a Claim Form	If you want to be eligible to receive money from the Settlements, you must complete and return a Claim Form. The Claim Form and information on how to submit it are available on the Settlement website. Claim Forms must be postmarked (if mailed) or received (if submitted online) on or before [DATE]. If you exclude yourself from a Settlement, you will not be eligible to receive money from that Settlement.
Do Nothing	If you are a member of the Settlement Class, by doing nothing you will remain in the Settlement Class for these Settlements. You will not get a payment from the Settlements and will give up your right to sue Jazz and Hikma on your own for the same legal claims made in this lawsuit. You will be bound by the Settlements.
Opt Out	If you wish to exclude yourself from one or both Settlements, you must submit a written request to the Notice and Claims Administrator by [DATE]. If you exclude yourself, you will not be bound by the Settlement(s) from which you exclude yourself and will not be eligible to receive money from those Settlement(s). You may be able to keep your rights to sue Jazz or Hikma about the claims in this case.

<p>Object or Speak at the Fairness Hearing</p>	<p>If you object to all or any part of the Settlements, request for attorneys’ fees, reimbursement of expenses, or service awards to the Class Representatives, or desire to speak in person at the Fairness Hearing, you must submit a written letter of objection and/or a notice of intention to speak along with a summary statement to the Court and the Notice and Claims Administrator by [DATE].</p>
<p>Get More Information</p>	<p>If you would like more information about the lawsuit or these Settlements, you can review this Notice and send questions to the Notice and Claims Administrator and/or Co-Lead Counsel.</p> <p>DO NOT CONTACT THE COURT OR THE DEFENDANTS IF YOU HAVE QUESTIONS ABOUT THIS NOTICE.</p>

These rights and options—and the deadlines to exercise them—are explained in this Notice.

The Court in charge of this case still must decide whether to approve the Settlements.

Payments will be made to those who qualify only after the Court approves the Settlements and any appeals are resolved. Please be patient.

What are the most important dates?

Your deadline to object or opt out: **[DATE]**

Fairness Hearing: **[DATE]**

Your deadline to submit a claim form: **[DATE]**

Learning About the Lawsuit

What is this lawsuit about?

Plaintiffs allege that Defendants harmed competition and violated certain federal and state antitrust and consumer protection laws. Plaintiffs further allege that Defendants unlawfully delayed and restricted the availability of

allegedly less-expensive generic versions of Xyrem and Defendants' alleged conduct caused Settlement Class members to pay more than they otherwise would have for Xyrem and/or Xywav.

Defendants deny all these allegations, including that their alleged conduct violated any applicable laws or regulations.

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

The lawsuit is known as *In re Xyrem (Sodium Oxybate) Antitrust Litigation*, No. 20-md-02966-RS (N.D. Cal.). Chief Judge Richard Seeborg of the United States District Court for the Northern District of California is overseeing this case.

The case does not involve the safety or efficacy of Xyrem or Xywav.

Where can I learn more?

You can get a complete copy of the proposed Settlements, the complaint and other key documents in this lawsuit at:

www.InReXyremAntitrustLitigation.com

Why is this lawsuit a class action and what is the status of the case?

In a class action, one or more people or entities called "Class Representatives" sue on behalf of others with similar claims. In this case, the Class Representatives are A.F. of L. – A.G.C. Building Trades Welfare Plan, The City of Providence, Rhode Island, Government Employees Health Association, New York State Teamsters Council Health and

Hospital Fund, Self-Insured Schools of California, and UFCW Local 1500 Welfare Fund. The Class Representatives and the entities on whose behalf they have sued together are the “Class” or “Class members.”

The companies that were sued are called the “Defendants.” In this case, the Settling Defendants are Jazz Pharmaceuticals, Inc., Jazz Pharmaceuticals Ireland Limited, and Jazz Pharmaceuticals Public Limited Company and Hikma Pharmaceuticals plc, Hikma Pharmaceuticals USA Inc., Hikma Labs, Inc., and Eurohealth (USA), Inc.

In a class action lawsuit, one court resolves the issues for everyone in the class, which does not include those class members who exclude themselves (*i.e.*, “opt out”) from the class. The Court, by Order dated May 12, 2023, determined that this lawsuit can proceed as a class action. The Court previously gave final approval to \$3.4 million in settlements with Amneal and Lupin on April 17, 2024.

This Notice is about a new \$145 million Settlement with Jazz and \$50 million Settlement with Hikma. If the Court approves the Settlements, the claims in this lawsuit will be fully resolved.

Copies of the Court’s Orders, Settlement Agreements with Amneal and Lupin, and the proposed Settlement Agreements with Jazz and Hikma may be found at www.InReXyremAntitrustLitigation.com.

Why are there new Settlements?

Previous settlements with Amneal and Lupin were reached and Court-approved. Now, Plaintiffs and the Settling Defendants, Jazz and Hikma, have agreed to settle. The Court has not decided in favor of the Plaintiffs or Jazz and Hikma. By agreeing to the Settlements, Plaintiffs, Jazz, and Hikma avoid the costs and uncertainty of a trial, and the Settlement Class receives the benefits described in this Notice. The proposed Settlements do not mean that any law was broken or that Jazz or Hikma did anything wrong. Plaintiffs believe the Settlements are best for the Settlement Class.

Determining if You are a Settlement Class Member

Who is included in the Settlements?

You may be a member of the Settlement Class if, during the time from January 1, 2017, through and until [DATE], you paid and/or provided reimbursement for some or all the purchase price for brand or generic Xyrem in Alaska, Arizona, Arkansas, California, Connecticut, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

Settlement Class members are entities (besides the patient or the health care provider) that provide reimbursement for health care expenses, like prescription drug benefits. They include entities such as health insurance companies and self-insured health and welfare plans that make payments from their own funds and other health benefit providers and entities with self-funded plans. Settlement Class members include private entities that 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 paid for brand or generic Xyrem (sodium oxybate) for consumption by its members, employees, insureds, participants, or beneficiaries].

Who is not included in the Settlement?

You are **NOT** a member of the Settlement Class if you are among any of the following:

- (1) Jazz and Hikma and their counsel, parents, subsidiaries, and affiliates;
- (2) federal and state governmental entities;
- (3) United HealthCare Services, Inc.; Humana Inc.; Molina

Healthcare, Inc.; Health Care Service Corporation, Inc.; Aetna, Inc.; Blue Cross Blue Shield of Florida, Inc.; and Health Options, Inc. (each of these entities on behalf of themselves but not on behalf of any of their so-called “Administrative Services Only” clients (“ASO Clients”)); and

(4) any entities that timely and validly opt out of the Settlements.

For avoidance of doubt, included in the Settlement Class are cities, towns, municipalities, or counties, or carriers for Federal Employee Health Benefit plans.

What if you are not sure if you are included in the Settlements?

If you are not sure whether you are a Settlement Class member, or have any other questions about the Settlements, visit the website, www.InReXyremAntitrustLitigation.com, or call the toll-free number, 877-495-0891. You may also send questions to the Notice and Claims Administrator at In re Xyrem Antitrust Litigation, c/o A.B. Data, Ltd., P.O. Box 173020, Milwaukee, WI 53217.

Settlement Benefits

What do the Settlements provide?

If the Settlements are approved and become final, they will provide money to Settlement Class members. Jazz will pay \$145 million and Hikma will pay \$50 million to settle the lawsuit. These Settlements would resolve all Settlement Class members’ claims against Jazz and Hikma.

The total Settlement amount will be used to pay:

- Money to eligible Settlement Class members;
- Attorneys’ fees of up to 1/3 of the Settlement Fund plus interest,
- Attorneys’ costs and expenses up to \$4,500,000;
- Notice and administration costs and expenses; and
- Up to \$300,000 in service awards to the Class Representatives.

Please review the Settlement Agreements, available at

| www.InReXyremAntitrustLitigation.com, for more information.

What can I get from the Settlements?

You can get money from the Settlements. To get a payment, you must submit a valid Claim Form. You only need to submit a single claim form. You do not need to submit a separate claim form for each Settlement.

At this time, it is unknown how much each entity who submits a valid claim will receive. The amount of your payment will depend on the amount you paid and/or reimbursed for brand or generic Xyrem and Xywav, the number of claims that are filed, and the total amount of money available to the Settlement Class. Certain types of claims (i.e. for Xyrem in the class states) will be paid at a higher rate than other types of claims (i.e. for Xywav in states other than the class states). More details of how payments will be calculated are in the Plan of Allocation, which can be viewed at www.InReXyremAntitrustLitigation.com.

How to Get a Payment

How do I submit a Claim?

If you want to be eligible to receive money from the Settlements, you must complete and return a Claim Form. The Claim Form, and information on how to submit it, are available on the Settlement website: www.InReXyremAntitrustLitigation.com. Claim Forms must be postmarked (if mailed) or received (if submitted online) on or before [DATE].

If you exclude yourself from a Settlement, you will not be eligible to receive money from that Settlement. Submitting a claim does not, however, prevent you from objecting to the Settlements.

When will I get my payment?

The Court must approve the Settlements and any appeals must be resolved before any money is distributed. If there are appeals, resolving them can take time. Please be patient.

Can I get a payment from the Settlements if I excluded myself from the previous settlements?

Yes. If you excluded yourself from the previous settlements with Amneal and Lupin (and do not exclude yourself from these Settlements), you can file a claim to ask for a payment from these Settlements. You will only get a payment from the settlements in which you did not exclude yourself.

Can I get a payment from the Settlements if I excluded myself from the Damages Class in 2023?

Yes. If you excluded yourself from the Damages Class in 2023 (and do not exclude yourself from these Settlements), you can file a claim to ask for a payment from these Settlements.

Excluding Yourself from the Settlements

How do I exclude myself from the Settlements?

If you wish to be excluded from the one or both of the Settlements, you must submit a written request for exclusion to the Notice and Claims Administrator. Your request for exclusion must include:

- The name of the entity seeking to exclude itself
- The Settlement(s) from which the entity wants to be excluded (*i.e.*, Jazz Settlement, Hikma Settlement, or Jazz and Hikma Settlements);
- The entity's address and IRS EIN;
- The name and title of the entity representative, as well as the representative's phone number, mail address, and email address;
- The case name and number: *In re Xyrem (Sodium Oxybate) Antitrust Litigation*, No. 20-md-02966-RS;

- A statement, signed by an authorized representative, that you are a member of the Settlement Class and wish to be excluded from one or both Settlement(s); and
- Data sufficient to establish your entity's brand or generic Xyrem (sodium oxybate) purchases or reimbursements (including the date and state of the prescriptions) on a transaction-by-transaction basis during the time from January 1, 2017, through and until [DATE], other than for resale, in the Class States.

Exclusion requests must be mailed to the Notice and Claims Administrator at the address below and **POSTMARKED** no later than [DATE]:

In re Xyrem Antitrust Litigation
EXCLUSIONS
P.O. Box 173001
Milwaukee, WI 53217

A separate exclusion request must be submitted by each Settlement Class member electing to be excluded. Any entity included in the Settlement Class that does not submit a valid request for exclusion providing all necessary information will be bound by the orders of the Court and outcome of the case.

Any entity that wants to opt out Settlement Class members that the entity purports to represent (e.g., welfare funds or employers for whom the entity acts as an Administrative Services Organization) must include for each such Settlement Class member all the information noted above. In addition, for each such Settlement Class member the entity must provide a declaration from an authorized representative of the Settlement Class member, substantially in the form noted below and executed specifically in connection with this litigation, attesting to the entity's authority to opt the Settlement Class member out of the Settlement(s). The entity must mail this information to the Notice and Claims Administrator at the address above and it must be **POSTMARKED** no later than [DATE].

Date:

Declarant Class member Name

Declarant Class member Address

Declarant Class member Telephone Number

Declarant Class member EIN

Dear Notice and Claims Administrator:

I am [Name and Title of Officer or Employee of Declarant Class member Requesting Exclusion]. [Declarant Class member] has authorized [entity] to request exclusion from the [Jazz and Hikma] Settlements on [Class member's] behalf in the case of *In re Xyrem (Sodium Oxybate) Antitrust Litigation*.

This request relates to the exclusion from the Settlement Class for [those/that] Settlement(s).

I do so declare under penalty of perjury.

Name/Title of Officer or Employee

Date Signed

What is the legal significance of excluding myself?

If you exclude yourself, you will not be legally bound by the terms of the Settlements with respect to the Settlement Class. You may be able to sue Jazz or Hikma (depending on which Settlement(s) you exclude yourself from) in the future for the claims being resolved by these Settlements.

If you exclude yourself from a Settlement, you will not be eligible to receive money from that Settlement. You will only be eligible to receive money from the settlements in which you did not exclude yourself.

This is your only opportunity to exclude yourself from the Settlements.

If I don't exclude myself, can I sue Jazz or Hikma later?

No. If the Court approves the proposed Settlements and unless you exclude yourself, you give up the right to separately sue Jazz and Hikma for the conduct alleged in the lawsuit. You must exclude yourself from the Settlement Class in these Settlements to be able to bring your own, separate lawsuit(s) against Jazz or Hikma for the conduct alleged in the lawsuit.

Remember, the exclusion deadline is [DATE].

If I excluded myself from the Damages Class and/or from the previous settlements, do I need to exclude myself again?

Yes. If you do not want to be part of these Settlements, you need to exclude yourself again now even if you previously excluded yourself from the previous settlements with Amneal and Lupin and/or the Damages Class.

Can I still exclude myself from the Damages Class and/or from the previous settlements?

No. The deadline to exclude yourself from the Damages Class and previous settlements with Amneal and Lupin has passed.

Objecting to the Settlements

Can I object to the Settlements?

Yes. As a Settlement Class member, you have a right to object to or comment on any part of the proposed Settlements and/or the request for attorneys' fees, costs, and expenses and service awards. You can ask the Court to deny approval of one or both Settlements by filing an objection. You can't ask the Court to order different Settlements; the Court can only approve or reject the Settlements. If the Court does not approve the Settlements, no Settlement payments will be made, and the lawsuit will continue. If that is what you want to happen, you may object.

To object to the Settlements, you (or your lawyer if you have one) must submit a written objection to the Court and send the objection to Notice and Claims Administrator at the below address by mail or email. You must submit your objection on or before [DATE]. Your written objection can include any supporting materials, papers, or briefs that you want the Court to consider. Your written objection must include:

- The name of the class member submitting the objection;

- The name and title of the entity representative, as well as the representative's phone number, mail address, and email address;
- The case name and number: *In re Xyrem (Sodium Oxybate) Antitrust Litigation*, No. 20-md-02966-RS;
- An explanation of your objection, including which of the Settlements you are objecting to; and
- Documentation demonstrating that you are a member of the Settlement Class and/or this statement, followed by your signature: "I declare under penalty of perjury under the laws of the United States of America that [insert name of the class member] is a member of the Settlement Class."

You must submit your entity's objection to the Court (mailing address immediately below) and mail or email copies to the Notice and Claims Administrator so that they are received by [DATE].

Notice and Claims Administrator	The Court
<p style="text-align: center;">In re Xyrem Antitrust Litigation OBJECTIONS P.O. Box 173001 Milwaukee, WI 53217 info@InReXyremAntitrustLitigation.com</p>	<p style="text-align: center;">Office of the Clerk of Court U.S. District Court for the Northern District of California 450 Golden Gate Avenue San Francisco, CA 94012</p>

Can I object to the previous settlements?

No. The deadline to object to the previous settlements with Amneal and Lupin has passed.

What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlements. You can only object if you stay in the Settlement Class for those Settlements. If you object to the Settlements, you are still included in the Settlements as a Settlement Class member, and you can submit a Claim Form.

Excluding yourself is telling the Court that you do not want to be a part of the Settlement Class for the Settlements. You cannot receive a payment from the Settlements in which you exclude yourself. If you exclude yourself, you will also have no basis to object to the Settlements and appear at the Final Approval Hearing, because they no longer affect you.

If You Do Nothing

What happens if I do nothing at all?

If you do nothing, and you are a member of the Settlement Class, you will be bound by the Settlements and all related Court orders. Unless you exclude yourself, you will not be able to file a lawsuit or be part of any other lawsuit asserting claims against Jazz or Hikma concerning or relating to the claims and factual allegations that were or could have been raised in this action. The Settlement Agreements are available at www.InReXyremAntitrustLitigation.com and describes the specific claims you give up if you remain in the Settlements. Please read both of them carefully.

If you do nothing, you will not be eligible to receive money from the Settlements).

The Lawyers Representing You

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

Yes. The Court has appointed lawyers to represent you and other members of the Settlement Class. These lawyers are called Co-Lead Counsel.

Counsel for the Class

<p>Dena C. Sharp Girard Sharp LLP 601 California Street, Suite 1400 San Francisco, CA 94108</p>	<p>Michael M. Buchman Motley Rice LLC 800 Third Avenue, Suite 2401 New York, NY 10022</p>
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How will the lawyers be compensated? Will the named Plaintiffs receive a service award?

Co-Lead Counsel will ask the Court for (1) an award of attorneys' fees of up to one-third (1/3) of the Settlement Fund (plus a proportionate share of the interest) and (2) reimbursement of litigation costs or expenses, which shall not exceed \$4,500,000. Co-Lead Counsel will also ask for service awards for the Class Plaintiffs in the aggregate sum of \$300,000 (up to \$40,000 for Class Plaintiffs that have prepared to testify at trial, and up to \$25,000 for other Class Plaintiffs) to be paid from the Settlement Fund for their efforts to date. Co-Lead Counsel may also request the reimbursement of additional expenses in connection with the administration and preservation of the Settlement Fund. If the Court grants Co-Lead 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-pocket.

The Court entered a set-aside order on April 17, 2024, a copy of which can be obtained at www.InReXyremAntitrustLitigation.com or by contacting the Notice and Claims Administrator. The Order requires that 10% of any settlement or recovery obtained by a Settlement Class member that excluded itself from the Settlement Class to be deposited into an escrow account, and Co-Lead Counsel be permitted to seek payment from that amount as compensation for the common benefit work they and other lawyers for the Settlement Class performed that benefitted the Settlement Class member that excluded itself.

Co-Lead Counsel's request for an award of attorneys' fees, 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 [DATE], on the Settlement website, and at the office of the Clerk of the United States District Court for the Northern District of California, San Francisco Division, United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102-3489, 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 Co-Lead Counsel's request for attorneys' fees and expenses, or for service awards for the Class Representatives, by filing an objection.

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, it will be your responsibility to pay for that lawyer.

The Final Approval Hearing

When and where will the Court decide whether to approve the Settlements?

The Court will hold a Final Approval Hearing on **[DATE AND TIME]**. The Court will hold the Final Approval Hearing [virtually/in person]. Information about how to access the virtual hearing will be posted at www.InReXyremAntitrustLitigation.com when it becomes available. The Court may reschedule the Final Approval Hearing without further written notice, so you should check www.InReXyremAntitrustLitigation.com or call 877-495-0891 for updates.

The purpose of the Final Approval Hearing is for the Court to:

- Decide if the Settlements are fair, reasonable, adequate, and in the best interests of the Settlement Class, if they should be approved, and if a judgment should be entered;
- Consider any request by Co-Lead Counsel for an award of attorneys' fees, reimbursement of expenses, and service awards;
- Consider all comments and objections; and
- Consider any other issues that the Court thinks are necessary.

Must I attend the Final Approval Hearing?

No. Attendance is not required. Co-Lead Counsel is prepared to answer questions on your behalf. But you are welcome to come at your own expense. Settlement Class members who filed and served written objections may (but do not have to) attend the Final Approval Hearing virtually, themselves or through an attorney hired at their own expense.

Can I attend and speak at the Final Approval Hearing?

Yes, anyone can attend, in person or remotely, the Final Approval Hearing and observe.

If you want to attend the Final Approval Hearing and speak, you must submit a Notice of Intent to Appear with the Court, as well as mail or email the Notice of Intent to Appear to the mailing or email addresses of the Notice and Claims Administrator, so they are received by [DATE]. The Notice of Intent to Appear must contain the following information:

- The name of the Settlement Class member on whose behalf a representative will appear that Final Approval Hearing;
- The name and title of the Settlement Class member's representative, as well as the representative's phone number, mail address, and email address;
- The case name and number: *In re Xyrem (Sodium Oxybate) Antitrust Litigation*, No. 20-md-02966-RS; and

The name and address of any witnesses to be presented at the Final Approval Hearing, together with a statement as to the matters on which they wish to speak on.

Getting More Information

How do I get more information?

This Notice is only a summary. Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the Clerk's office. The address is U.S. District Court, Northern District of

California, United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102-3489. Chief Judge Richard Seeborg of the United States District Court for the Northern District of California is overseeing the Class Action.

Information about the Settlements, including the Settlement Agreements, is also available on the case website at www.InReXyremAntitrustLitigation.com, or you can call the Notice and Claims Administrator toll-free at 877-495-0891.

Do not contact the Court or Chief Judge Seeborg.

Resource	Contact Information
Case website	www.InReXyremAntitrustLitigation.com
Notice and Claims Administrator	In re Xyrem Antitrust Litigation c/o A.B. Data, Ltd. P.O. Box 173020 Milwaukee, WI 53217 877-495-0891 info@InReXyremAntitrustLitigation.com
Your Lawyers	Dena C. Sharp Girard Sharp LLP 601 California Street, Suite 1400 San Francisco, CA 94108 Michael M. Buchman Motley Rice LLC 800 Third Avenue, Suite 2401 New York, NY 10022
Court (DO NOT CONTACT)	U.S. District Court, Northern District of California United States Courthouse 450 Golden Gate Avenue San Francisco, CA 94102-3489

EXHIBIT C

If You Paid for or Provided Reimbursement for Brand or Generic Xyrem (Sodium Oxybate), You Could Get Money from Settlements

There are new proposed settlements totaling \$195 million with Jazz Pharmaceuticals, Inc., Jazz Pharmaceuticals Ireland Limited, and Jazz pharmaceuticals Public Limited Company (“Jazz”); Hikma Pharmaceuticals plc, Hikma Pharmaceuticals USA Inc., Hikma Labs, Inc., and Eurohealth (USA), Inc. (“Hikma”) (the “Settlements”) in a class action lawsuit. The lawsuit claims that Defendants Jazz; Hikma; Amneal Pharmaceuticals LLC (“Amneal”), and Lupin Ltd., Lupin Pharmaceuticals Inc., and Lupin Inc. (“Lupin”) harmed competition and violated certain state antitrust and consumer protection laws. Plaintiffs allege that Defendants unlawfully delayed the availability of allegedly less-expensive generic versions of Xyrem and allocated the market and Defendants’ alleged conduct caused Settlement Class members to pay more than they otherwise would have for Xyrem and/or Xywav. Defendants deny any wrongdoing. The Court previously approved settlements totaling \$3.4 million with Amneal and Lupin. No one is claiming that Xyrem or Xyway are unsafe.

Who is included in the Settlements?

Generally, you may be included in the Settlements if you are an entity that paid and/or provided reimbursement for some or all the purchase price for brand or generic Xyrem in Alaska, Arizona, Arkansas, California, Connecticut, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and/or Wisconsin, from January 1, 2017, through [Preliminary Approval Date].

A more detailed notice, including the full class definition and who is not included, is available at www.InReXyremAntitrustLitigation.com.

What do the Settlements provide?

Jazz will pay \$145 million and Hikma will pay \$50 million to settle this lawsuit. This amount will be used to pay money to eligible Settlement Class members; notice and administration costs; service awards for the class representatives; and attorneys’ fees, costs, and expenses.

How can I get a payment?

You must submit a claim form online or by mail by [DATE]. Payments will be based on a Plan of Allocation, which is available for review at the website. Eligible claimants will get a minimum \$15 payment.

Your Rights and Options

By doing nothing, you will be bound by the Settlements with Jazz and Hikma. If you want to keep your right to sue Jazz or Hikma yourself about the claims in this lawsuit, you must exclude yourself by [DATE]. If you do not exclude yourself, you may object to the Settlements by [DATE]. Details on how to request exclusion or object are at www.InReXyremAntitrustLitigation.com. The Court will hold a hearing on [DATE] to consider whether to approve the Settlements, Plan of Allocation, and a request for attorneys’ fees of up to 1/3 of the Settlement Fund plus interest, costs and expenses up to \$4,500,000, and up to \$300,000 in service awards. You or your own lawyer may appear and speak at the hearing at your own expense. These dates may be amended by Court Order. Please check the website for updated information.

FOR MORE INFORMATION

Visit www.InReXyremAntitrustLitigation.com

Call 1-877-495-0891

EXHIBIT D



United States District Court
In re Xyrem (Sodium Oxybate)
Antitrust Litigation, No. 20-md-
02966-RS

In re Xyrem Antitrust Litigation
c/o A.B. Data, Ltd.
P.O. Box 173020
Milwaukee, WI 53217

**If You Paid for or Provided Reimbursement for
Brand or Generic Xyrem (Sodium Oxybate)
*You Could Get Money from Settlements***

There are new proposed Settlements totaling \$195 million with Jazz Pharmaceuticals, Inc., Jazz Pharmaceuticals Ireland Limited, and Jazz Pharmaceuticals Public Limited Company ("Jazz"); Hikma Pharmaceuticals plc, Hikma Pharmaceuticals USA Inc., Hikma Labs, Inc., and Eurohealth (USA), Inc. ("Hikma") in a class action lawsuit. The lawsuit claims that Defendants Jazz; Hikma; Amneal Pharmaceuticals LLC ("Amneal"), and Lupin Ltd., Lupin Pharmaceuticals Inc., and Lupin Inc. ("Lupin") harmed competition and violated certain state antitrust and consumer protection laws. Plaintiffs allege that Defendants unlawfully delayed the availability of allegedly less-expensive generic versions of Xyrem, allocated the market, and caused Settlement Class members to pay more than they otherwise would have for Xyrem and/or Xywav. Defendants deny any wrongdoing. The Court previously approved settlements totaling \$3.4 million with Amneal and Lupin. No one is claiming that Xyrem or Xywav are unsafe.

<p>Who is included in the Settlements?</p>	<p>Generally, you may be included in the Settlements if you are an entity that paid and/or provided reimbursement for some or all the purchase price for brand or generic Xyrem in Alaska, Arizona, Arkansas, California, Connecticut, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and/or Wisconsin, from January 1, 2017, through [Preliminary Approval Date]. A more detailed notice, including the full class definition and who is not included, is available at www.InReXyremAntitrustLitigation.com.</p>
<p>What do the Settlements provide?</p>	<p>Jazz will pay \$145 million and Hikma will pay \$50 million to settle this lawsuit. This amount will be used to pay money to eligible Settlement Class members; notice and administration costs; service awards for the class representatives; and attorneys' fees, costs, and expenses.</p>
<p>How can I get a payment?</p>	<p>You must submit a claim form online or by mail by [Month 00, 2025]. Payments will be based on a Plan of Allocation, which is available for review at the website. Eligible claimants will get a minimum \$15 payment.</p>

Your Rights and Options:

By doing nothing, you will be bound by the Settlements with Jazz and Hikma. If you want to keep your right to sue Jazz or Hikma yourself about the claims in this lawsuit, you must exclude yourself by [Month 00, 2025]. If you do not exclude yourself, you may object to the Settlements by [Month 00, 2025]. Details on how to request exclusion or object are at www.InReXyremAntitrustLitigation.com. The Court will hold a hearing on [Month 00, 2025] to consider whether to approve the Settlements, Plan of Allocation, and a request for attorneys' fees of up to 1/3 of the Settlement Fund plus interest, costs and expenses up to \$4,500,000, and up to \$300,000 in service awards. You or your own lawyer may appear and speak at the hearing at your own expense. These dates may be amended by Court Order. Please check the website for updated information.

EXHIBIT E

**If You Paid for or Provided
Reimbursement for
Brand or Generic **Xyrem**[®]
(Sodium Oxybate)**

For Members, Employees, Insureds,
Participants or Beneficiaries
from January 1, 2017
through [DATE]

**YOU COULD GET MONEY
FROM A SETTLEMENT**

File a Claim >

InReXyremAntitrustLitigation.com



EXHIBIT F

*In re Xyrem (Sodium Oxybate) Antitrust
Litigation*

No. 20-md-02966

INSTRUCTIONS FOR SUBMITTING YOUR CLAIM FORM

A Settlement Class member or an authorized agent can complete this Claim Form. If both a Settlement Class member and its authorized agent submit a Claim Form covering the same transactions, the Notice and Claims Administrator will only consider the Settlement Class member's Claim Form. The Notice and Claims Administrator may request supporting documentation in addition to the documentation and information requested below. The Notice and Claims Administrator may reject a claim if the Settlement Class member or their authorized agent does not provide all requested documentation in a timely manner.

If you are a Settlement Class member submitting a Claim Form on your own behalf, you must provide the information requested in "**Section A – COMPANY OR HEALTH PLAN CLASS MEMBER ONLY**," in addition to the other information requested by this Claim Form.

If you are an **authorized agent** of one or more Settlement Class members, you must provide the information requested in "**Section B – AUTHORIZED AGENT ONLY**," in addition to the other information requested by this Claim Form. **Do not submit a Claim Form on behalf of any Settlement Class member unless that Settlement Class member provided prior authorization to submit the Claim Form.**

If you are submitting a Claim Form only as an authorized agent of one or more Settlement Class members, you may submit a separate Claim Form for each Settlement Class member, OR you may submit one Claim Form for all such Settlement Class members as long as you provide the information required for each Settlement Class member on whose behalf you are submitting the form.

If you are submitting Claim Forms both on your own behalf as a Settlement Class member AND as an authorized agent on behalf of one or more Settlement Class members, you should submit one Claim Form for yourself, where you complete Section A and another Claim Form or Forms as an authorized agent for the other Settlement Class member(s), where you complete Section B.

To qualify to receive a payment from the Settlements, you must complete and submit this Claim Form either on paper or electronically on the Settlement website, and you may need to provide certain requested documentation to substantiate your Claim.

If you do not complete and submit the Claim Form, postmarked or filed online by [DATE], you will not get a payment from the Settlements. Submitting this Claim Form does not guarantee that you will share get a payment from the Settlements. If the Notice and Claims Administrator rejects or reduces your Claim, you may follow the dispute resolution process described on pages 5-6.

CLAIM INFORMATION AND DOCUMENTATION REQUIREMENTS

Please provide the following information to support your claim that you paid and/or provided reimbursement for some or all of the purchase price for Xyrem (brand or generic) or Xywav in the United States and its territories, for consumption by your members, employees, insureds, participants, or beneficiaries, and other than for resale, from January 1, 2017, through [DATE]. The information must be provided for each prescription for which you paid and/or provided reimbursement.

- a) Unique patient identification number or code
- b) NDC Number (a list of NDC Numbers is included with this Claim Form) – *e.g.*, 00000-0000-00
- c) Fill Date or Date of Service – *e.g.*, 01/01/2018
- d) Mail Order (M) or Retail (R)
- e) Pharmacy State – *e.g.*, CA
- f) Patient State - *e.g.*, CA
- g) Amount Billed (not including dispensing fee) – *e.g.*, \$40.00
- h) Amount Paid by TPP net of co-pays, deductibles, and co-insurance – *e.g.*, \$20.00

If you are submitting a Claim Form on behalf of multiple Settlement Class members, also provide the following information for each payment or reimbursement:

- i) Plan or Group Name
- j) Plan or Group FEIN

For your convenience, an exemplar spreadsheet containing these categories is attached at the end of this Claim Form. In addition, an Excel spreadsheet can be downloaded from the website, www.InReXyremAntitrustLitigation.com. Please use this format and provide as much of the information requested above as possible. The website also provides a list of the NDCs that the Notice and Claims Administrator will consider. If possible, please provide the electronic data in Microsoft Excel, ASCII flat file pipe “|”, tab-delimited, or fixed-width format.

Transaction data supporting claims is mandatory for claims of \$10,000 or more and requested for claims under \$10,000, but the Notice and Claims Administrator may also require transaction data for claims of less than \$10,000. Please keep all related transaction data and any other documentation supporting your Claim (*e.g.*, invoices) in case the Notice and Claims Administrator requests it later. If, after your Claim is audited, the Notice and Claims Administrator still has questions about your Claim, and you have not provided sufficient documentation to substantiate your Claim, the Notice and Claims Administrator may reject your Claim.

Please contact the Notice and Claims Administrator at 1-877-495-0891 with any questions about the required claims information or documentation.

MUST BE POSTMARKED ON OR BEFORE, OR SUBMITTED ONLINE BY [DATE]

In re Xyrem (Sodium Oxybate) Antitrust Litigation, No. 20-md-02966-RS (N.D. Cal.)

CLAIM FORM

Use Blue or Black Ink Only

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF A THIRD-PARTY PAYOR (OR AN AUTHORIZED AGENT) AND NOT INDIVIDUAL CONSUMERS.

- Complete Section A only if you are filing as an individual Settlement Class member.
- Complete Section B only if you are an authorized agent filing on behalf of one or more Settlement Class Members.

Section A: Company or Health Plan Class Member Only

Company or Health Plan Name

Contact Name

Address 1

Address 2

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Tax Identification Number

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used since January 1, 2017.

- Health Insurance Company/HMO Self-Insured Employee Health or Pharmacy Benefit Plan
- Self-Insured Health & Welfare Fund
- Other (Explain)

Section B: Authorized Agent Only

As an authorized agent, please check how your relationship with the Settlement Class member(s) is best described: (You may be required to provide documentation demonstrating this relationship.)

- Third-Party Administrator or Administrative Services Only Provider
- Pharmacy Benefits Manager
- Other (Explain):

Authorized Agent's Company Name

Contact Name

Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every Settlement Class member (*i.e.*, Company or Health Plan) for whom you have been duly authorized to submit this Claim Form (attach additional sheets to this Claim Form as necessary). Alternatively, you may submit the requested list of Settlement Class member names and FEINs in an electronic format, such as Excel or a tab-delimited text file. Please contact the Notice and Claims Administrator to determine what formats are acceptable.

CLASS MEMBER'S NAME

CLASS MEMBER'S FEIN

Section C: Purchase Information

Please type or print in the boxes below, the total amounts you paid or reimbursed for Xyrem (brand or generic) or Xywav in the United States and its territories, for consumption by your members, employees, insureds, participants, or beneficiaries, other than for resale, during the time from January 1, 2017, through and until [DATE]. The amounts should be net of co-pays, deductibles, and co-insurance. For mail order purchases, the state of residence of the patient is deemed to be the state in which the purchase occurred.

Xyrem (brand or generic)	
Class States*	\$
Non-Class States	\$

Xywav	
Class States*	\$
Non-Class States	\$

*"Class States" means Alaska, Arizona, Arkansas, California, Connecticut, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

Authorized Agents Only: If you are submitting claims for multiple Settlement Class members: Fill out the box above with the combined amounts paid by all Settlement Class members for whom you are submitting this Claim Form, net of co-pays, deductibles, and co-insurance. The amount each Settlement Class member paid should be calculated with respect to purchases made for consumption by its members, employees, insureds, participants, or beneficiaries, and other than for resale. Please provide, separately for each Settlement Class member, as much of the transaction data, other information, and documentation requested in the "CLAIM INFORMATION AND DOCUMENTATION REQUIREMENTS" section of the instructions above as possible.

Section D: Proof of Payment and Disputes Regarding Claim Amounts

Please provide as much of the requested information as possible. Transaction data supporting claims is mandatory for claims of \$10,000 or more and requested for claims under \$10,000, but the Notice and Claims Administrator may also require transaction data for claims of less than \$10,000. Please keep all related transaction data and any other documentation supporting your Claim (e.g., invoices) in case the Notice and Claims Administrator requests it later. If, after your Claim is audited, the Notice and Claims Administrator still has questions about your Claim, and you have not provided sufficient documentation to substantiate your Claim, the Notice and Claims Administrator may reject your Claim.

If the Notice and Claims Administrator rejects or reduces your claim, and you believe the rejection or reduction is in error, you may contact the Notice and Claims Administrator to request further review. If the dispute concerning your claim cannot be resolved by the Notice and Claims Administrator and Co-Lead Counsel, you may ask the Court to review your claim.

To request Court review, you must send the Notice and Claims Administrator a signed written statement that

(a) states the reasons you disagree with your claim’s rejection or payment determination, and (b) specifically states that you “request that the Court review the determination regarding this claim.” You must include all documentation supporting your argument(s). Your request for Court review must be postmarked no later than 30 days after the date on the Notice and Claims Administrator’s response to your request for it to review your claim. The Notice and Claims Administrator and Co-Lead Counsel will present the dispute to the Court for review, and your claim and any supporting documentation may be publicly filed with the Court. Please note: you should only request Court review if you disagree with the Notice and Claims Administrator’s determination regarding your claim.

Section E: Certification

By signing below, I hereby swear and affirm that I am familiar with the contents of the instructions accompanying this Claim Form. I certify that the information I provided in the above Claim Form and any documents attached by me are true, correct, and complete to the best of my knowledge. I further certify I have provided all the information requested above to the extent I have it.

To the extent I have been given authority to submit this Claim Form by one or more Settlement Class members on their behalf, and accordingly am submitting this Claim Form in the capacity of an authorized agent with authority to submit it, and to the extent I have been authorized to receive on behalf of the Settlement Class member(s) any and all amounts that may be allocated to them from the Settlement Fund, I certify that such authority has been properly vested in me and I will fulfill all duties I may owe the Settlement Class member(s). If amounts from the Settlement Fund are distributed to me and a Settlement Class member later claims that I did not have the authority to claim and/or receive such amounts on its behalf, I and/or my employer will hold the Settlement Class, Class Counsel, and the Notice and Claims Administrator harmless with respect to any claims made by the Settlement Class member.

I hereby submit to the jurisdiction of the United States District Court for the Northern District of California for all purposes connected with this Claim Form, including dispute resolution. I acknowledge that any false information or representations in this Claim Form or any documents provided by me may subject me to sanctions, including the possibility of criminal prosecution. I agree to supplement this Claim Form and provide documentary backup for the information provided herein, upon request of the Notice and Claims Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this _____ day of _____, 2025.

Signature

Position/Title

Print Name

Date

Mail the completed Claim Form to the address below, along with any supporting documentation, as described in the CLAIM INFORMATION AND DOCUMENTATION INSTRUCTIONS on pages 1-2 above, postmarked on or before [DATE], or submit the information online at the website below by that date:

In re Xyrem Antitrust Litigation
c/o A.B. Data, Ltd.
P.O. Box 173020
Milwaukee, WI 53217
Toll-Free Telephone: 1-877-495-0891
Website: info@InReXyremAntitrustLitigation.com

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form. Attach or upload any documentation supporting your claim.
2. Keep copies of your Claim Form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Claim Form, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Notice and Claims Administrator at info@InReXyremAntitrustLitigation.com or via U.S. Mail at the address listed above.