

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

NOTICE OF SETTLEMENT AND CERTIFIED LITIGATION CLASS ACTION

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. A UNITED STATES FEDERAL COURT AUTHORIZED THIS NOTICE. YOUR RIGHTS MAY BE AFFECTED BY THE PROCEEDINGS IN THIS ACTION. THIS NOTICE ADVISES YOU OF YOUR RIGHTS AND OPTIONS WITH RESPECT TO THIS ACTION.

If you paid and/or provided reimbursement for some or all of the purchase price for Xyrem and/or Xywav during the time from January 1, 2015 through and until May 12, 2023, a class action lawsuit and settlement may affect your rights.

This is to provide notice of the preliminary approval of the \$3.4 million settlement with Defendants Amneal Pharmaceuticals LLC (\$1.9 million), Lupin Ltd., Lupin Pharmaceuticals, Inc., and Lupin, Inc. (\$1.5 million) (collectively “Settlement”) and a May 12, 2023 Order permitting the litigation against the other Defendants to proceed as a class action. This Notice provides Class Members with a deadline of November 27, 2023, to object to the Settlement and/or exclude themselves from the Settlement and/or Damages Classes.

At this time, there is no claim form, plan of distribution, or attorneys’ fees or expenses to be addressed because no monies will be distributed in connection with the Settlement.

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, 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, Ruth Hollman, Self-Insured Schools of California, and UFCW Local 1500 Welfare Fund (“Class Plaintiffs”), claim that Defendants Jazz Pharmaceuticals, Inc., Jazz Pharmaceuticals Ireland Limited, Jazz Pharmaceuticals Public Limited Company, Hikma Pharmaceuticals plc, Hikma Pharmaceuticals USA Inc., Hikma Labs, Inc., Eurohealth (USA), Inc., Amneal Pharmaceuticals LLC, Par Pharmaceuticals, Inc., Lupin Ltd., Lupin Pharmaceuticals Inc., and Lupin Inc. (the “Defendants”) harmed competition and violated certain federal and state antitrust and consumer protection laws. Plaintiffs allege that Defendants unlawfully delayed the availability of allegedly less-expensive generic versions of Xyrem and that Defendants’ alleged conduct caused the Damages and Injunctive Relief Class Members to pay more than they otherwise would have for Xyrem, and the 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 that Defendants did anything wrong; rather, the case is currently being litigated. There is no money available now for distribution as the monies from the Settlement will be used to support continued litigation against the remaining Defendants. Whether any monies become available for distribution to the members of the Damages Class will depend on the outcome of this lawsuit.

THE CLASSES AND YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

This Notice provides notice of the Preliminary Approval of the Settlement on behalf of the Settlement Class and that the Court has certified two litigation classes. Each of the Classes is defined below:

The Amneal/Lupin Settlement Class

[A]ll persons and entities in the United States that, for consumption by themselves, their families, their members, employees, insureds, participants, or beneficiaries, and other than for resale, paid and/or provided reimbursement for some or all of the purchase price for Xyrem and/or Xywav during the time from January 1, 2015, through February 28, 2023 (“Settlement Class”).

Excluded from the Settlement Class are (1) Defendants and their counsel, officers, directors, management, employees, parents, subsidiaries, and affiliates; (2) Express Scripts Specialty Distribution Services, Inc. and any of its counsel, officers, directors, management, employees, parents, subsidiaries, and affiliates; (3) federal and state governmental entities, not including cities, towns, municipalities, counties or carriers for Federal Employee Health Benefit plans; (4) any “single flat co-pay” consumers whose benefit plan requires a copayment that does not vary based on the drug’s status as a brand or generic; and (5) all judges assigned to this case and any members of their immediate families.

Certified Health Benefit Plan Payor Damages Class

All entities in Arizona, California, Connecticut, District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Puerto Rico, Rhode Island, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin that, for consumption by their members, employees, insureds, participants, or beneficiaries, and other than for resale, paid and/or provided reimbursement for some or all of the purchase price for Xyrem during the time from January 17, 2017, through and until May 12, 2023 (“Damages Class”).

Excluded from the Damages Class are: (1) Defendants and their counsel, parents, subsidiaries, and affiliates; (2) Express Scripts Specialty Distribution Services, Inc. and any of its counsel, parents, subsidiaries, and affiliates; and (3) federal and state governmental entities. This exclusion does not include cities, towns, municipalities, or counties or carriers for Federal Employee Health Benefit plans.

Certified Health Benefit Plan Payor and Consumer Injunctive Relief Class

All individuals and entities in the United States and its territories that, for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries purchased, other than for resale, paid and/or provided reimbursement for some or all of the purchase price for Xyrem during the time period from January 17, 2017, through and until May 12, 2023 (“Injunctive Relief Class”).

Excluded from the Injunctive Relief Class are: (1) Defendants and their counsel, parents, subsidiaries, and affiliates; (2) Express Scripts Specialty Distribution Services, Inc. and any of its counsel, parents, subsidiaries, and affiliates; and (3) federal and state governmental entities. This exclusion does not include cities, towns, municipalities, or counties or carriers for Federal Employee Health Benefit plans; (4) any “single-flat co-pay” consumer whose benefit plan requires a co-payment that does not vary based on the drug’s status as a brand or generic; and (5) all judges assigned to this case and any members of their immediate families.

YOUR LEGAL RIGHTS AND OPTIONS REGARDING THIS CLASS ACTION

<p>EXCLUDE YOURSELF FROM THE DAMAGES CLASS</p>	<p>If you wish to exclude yourself from the Damages Class, you must submit a written request by November 27, 2023. If you exclude yourself, you will not be bound by future decisions of the Court, including any determinations at trial. You will not be able to participate in any future class settlements or judgments in this lawsuit which may include an award of monetary damages.</p>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS</p> <p>OBJECT TO THE SETTLEMENT CLASS</p>	<p>If you wish to exclude yourself from the Settlement Class, you must submit a written request by November 27, 2023. If you exclude yourself, you will not be bound by future decisions of the Court concerning the Settlement.</p> <p>If you wish to object to the Settlement Class, you must submit a written request according to the instructions in Question 9, below, by November 27, 2023.</p>
<p>DO NOTHING</p>	<p>You are automatically part of the Injunctive Relief Class if you fit the Injunctive Relief Class description. You may not exclude yourself from the Injunctive Relief Class. You are automatically part of the Damages Class if you fit the Damages Class description. You are automatically part of the Settlement Class if you fit the Settlement Class description. By remaining in the Damages and/or Settlement Classes, you will receive the benefit of any future determinations against the Defendants, and you will be bound by any determinations concerning the Defendants on the issues. In other words, you will be bound by any rulings by the Court. The Damages Class will not receive any monetary recovery as a result of the May 12, 2023 Class Certification Order. If the matter is decided in favor of the Damages Class at trial, or if there is a resolution of the matter, including by settlement, then a Damages Class Member may recover monetary damages from the Defendants only if it does not request exclusion from the Damages Class and gives up rights to be part of any other lawsuit that asserts claims related to the allegations or claims against the Defendants in this case. This is your only opportunity to exclude yourself from the Settlement Class and may be your only opportunity to exclude yourself from the Damages Class.</p>

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

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INFORMATION ABOUT THE LAWSUIT AND THE CERTIFIED CLASSES

1. 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. It is not junk mail, an advertisement, or a solicitation from a lawyer. You have not been sued. The purpose of the Notice is to inform you of the Settlement and of the certified Damages and Injunctive Relief Classes in this class action lawsuit.

You are receiving this Notice because you may be a member of the Settlement, Damages, and/or Injunctive Relief Classes, because you may have paid and/or provided reimbursement for Xyrem or Xywav from January 1, 2015, through and until May 12, 2023.

2. What is the lawsuit about?

Plaintiffs allege that Defendants harmed competition and violated certain federal and state antitrust and consumer protection laws. Plaintiffs allege that Defendants unlawfully delayed the availability of allegedly less-expensive generic versions of Xyrem and that Defendants' alleged conduct caused Injunctive and Damages Class Members to pay more than they otherwise would have for Xyrem, and Settlement Class Members to pay more than they otherwise would have for Xyrem and/or Xywav. Damages Class Members seek to recover monetary damages for those overcharges. A copy of the Plaintiffs' Consolidated Class Action Complaint is available at www.InReXyremAntitrustLitigation.com.

Defendants deny all of these allegations, including that their alleged conduct violated any applicable laws or regulations. Defendants also deny that any Damages Class Member is entitled to damages or that any Settlement, Damages, or Injunctive Relief Class Member is entitled to any other relief.

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 DEFENDANT OR THE DEFENSES ASSERTED BY ANY DEFENDANT.

The class action is known as *In re Xyrem (Sodium Oxybate) Antitrust Litigation*, Civil Action 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 class action.

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

In a class action, one or more entities called “Class Representatives” sue on behalf of other entities 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, Ruth Hollman, Self-Insured Schools of California, and UFCW Local 1500 Welfare Fund. The Class Representatives and the entities on whose behalf they have sued together constitute the “Class.”

The companies that have been sued are called the “Defendants.” In this case, the Defendants are Jazz Pharmaceuticals, Inc., Jazz Pharmaceuticals Ireland Limited, Jazz Pharmaceuticals Public Limited Company, Hikma Pharmaceuticals plc, Hikma Pharmaceuticals USA Inc., Hikma Labs, Inc., Eurohealth (USA), Inc., Amneal Pharmaceuticals LLC, Par Pharmaceuticals, Inc., Lupin Ltd., Lupin Pharmaceuticals Inc., and Lupin Inc. In a class action lawsuit, one court resolves the issues for everyone in the class, except for those class members seeking damages who exclude themselves (*i.e.*, “opt out”) from the class. The Court, by Order dated May 12, 2023, preliminarily approved the Settlement and determined that this lawsuit can proceed as a Damages and Injunctive Relief class action. A copy of the Court’s Order may be found at www.InReXyremAntitrustLitigation.com.

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

DETERMINING IF YOU ARE A MEMBER OF THE CLASS

4. I am a Damages Class Member that has paid and/or provided reimbursement for brand Xyrem during the time from January 17, 2017, through and until May 12, 2023.

You may be a member of the Damages Class if, during the time from January 17, 2017, through and until May 12, 2023, as a Health Benefit Plan Payor you paid and/or provided reimbursement for some or all of the purchase price for Xyrem.

Health Benefit Plan Payors 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 that contract with a health insurer or administrator to administer their prescription drug benefits. Health Benefit Plan 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 brand Xyrem for consumption by its members, employees, insureds, participants, or beneficiaries. Hospitals and other in-patient facilities are not a part of the Damages Class.

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

- (1) Defendants and their counsel, parents, subsidiaries, and affiliates;
- (2) Express Scripts Specialty Distribution Services, Inc. and any of its counsel, parents, subsidiaries, and affiliates; or
- (3) Federal and state governmental entities. This exclusion does not include cities, towns, municipalities, or counties or carriers for Federal Employee Health Benefit plans.

I am an Injunctive Relief Class Member that has paid and/or provided reimbursement for brand Xyrem during the time from January 17, 2017, through and until May 12, 2023.

You may be a member of the Injunctive Relief Class if, during the time from January 17, 2017, through and until May 12, 2023, you paid and/or provided reimbursement for some or all of the purchase price for Xyrem.

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

- (1) Defendants and their counsel, parents, subsidiaries, and affiliates;
- (2) Express Scripts Specialty Distribution Services, Inc. and any of its counsel, parents, subsidiaries, and affiliates;
- (3) Federal and state governmental entities. This exclusion does not include cities, towns, municipalities, or counties or carriers for Federal Employee Health Benefit plans;
- (4) Any “single-flat co-pay” consumer whose benefit plan requires a co-payment that does not vary based on the drug’s status as a brand or generic; or
- (5) All judges assigned to this case and any members of their immediate families.

I am a Settlement Class Member that has paid and/or provided reimbursement for brand Xyrem and/or Xywav during the time from January 1, 2015, through and until February 28, 2023.

You may be a member of the Settlement Class if, during the time from January 1, 2015, through and until February 28, 2023, you paid and/or provided reimbursement for some or all of the purchase price for Xyrem and/or Xywav.

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

- (1) Defendants and their counsel, parents, subsidiaries, and affiliates;
- (2) Express Scripts Specialty Distribution Services, Inc. and any of its counsel, parents, subsidiaries, and affiliates;
- (3) Federal and state governmental entities. This exclusion does not include cities, towns, municipalities, or counties or carriers for Federal Employee Health Benefit plans;
- (4) Any “single-flat co-pay” consumer whose benefit plan requires a co-payment that does not vary based on the drug’s status as a brand or generic; or
- (5) All judges assigned to this case and any members of their immediate families.

YOUR OPTIONS AS A MEMBER OF THE CLASS

5. What are my options as a member of a Class?

If you are a member of the Settlement and/or the Damages Classes, you can choose to do nothing, or exclude yourself from the Settlement and/or Damages Classes. If you are a member of the Injunctive Relief Class, you may not exclude yourself.

6. How do I exclude myself from the Certified Damages or Settlement Classes?

If you wish to be excluded from the Damages and/or Settlement Classes, you must submit a written request for exclusion to the Notice Administrator. Your request for exclusion must include: (1) which of the Classes you are seeking to exclude yourself from; (2) for entities, the entity name, address, and IRS EIN; (3) for entities, the name and title of the entity representative; (4) for consumers, your name and address; (5) the name of this case; (6) a statement, signed by you or an authorized representative if you are an entity, that you are a member of the Class and wish to be excluded from the Class; and (7) for entities, data sufficient to establish your entity's relevant Xyrem and/or Xywav purchases or reimbursements (including the date and state of the prescriptions) during the time from January 1, 2015, through and until May 12, 2023, other than for resale, in the United States and its territories.

Exclusion requests must be mailed to the Notice Administrator at the address below and **POSTMARKED** no later than **November 27, 2023**:

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

A separate exclusion request must be submitted by each Class Member electing to be excluded. Any person or entity included in a 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 for the Class in which the person or entity is a member.

Any entity that wants to opt out Health Benefit Plan Payors that the entity represents (*e.g.*, welfare funds or employers for whom the entity acts as an Administrative Services Organization) must include for each such Health Benefit Plan Payor all of the information noted in items 1– 5 above. In addition, for each such Health Benefit Plan Payor the entity must provide a declaration from its authorized representative, substantially in the form noted below and executed specifically in connection with this litigation, attesting to the entity's authority to opt the Health Benefit Plan Payor's claims out of the Damages Class and/or Settlement Class. The entity must mail this information to the Notice Administrator at the address above and it must be **POSTMARKED** no later than **November 27, 2023**.

For the Damages Class:

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 Health Benefit Plan Payor Requesting Exclusion]. [Declarant Health Benefit Plan Payor] has authorized [Submitting Entity] to request exclusion from the Damages Class on [Declarant Health Benefit Plan Payor's] behalf in the case of In re Xyrem Antitrust Litigation.

[Declarant Entity] hereby acknowledges that, as a result of this authorization and opting out, [Declarant Entity] will not receive any future proceeds of the Damages Class should any exist.

This request relates to the exclusion from the Damages Class.

I do so declare under penalty of perjury.

Name/Title of Officer or Employee

Date Signed

For the Settlement Class:

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 Health Benefit Plan Payor Requesting Exclusion]. [Declarant Health Benefit Plan Payor] has authorized [Submitting Entity] to request exclusion from the Settlement Class on [Declarant Health Benefit Plan Payor] behalf in the case of In re Xyrem Antitrust Litigation.

This request relates to the exclusion from the Settlement Class.

I do so declare under penalty of perjury.

Name/Title of Officer or Employee

Date Signed

7. **What is the legal significance of excluding myself?**

If you exclude yourself, you will not be legally bound by the orders of the Court or Judgment with respect to the Damages Class, or the terms of the Settlement with respect to the Settlement Class. You may be able to sue the Defendants in the future.

If you exclude yourself from the Settlement Class but not the Damages Class and wish to pursue claims against Amneal and/or Lupin, you will need to bring your own lawsuit. You will be bound by the Court orders relating to the claims against the remaining Defendants.

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

No. Unless you exclude yourself, you give up the right to separately sue the Defendants. You must exclude yourself from the Settlement and/or Damages Classes to be able to bring your own, separate lawsuit(s) against the Defendants.

Remember, the exclusion deadline is **November 27, 2023**.

9. **Can I object to the Settlement?**

To object to the Settlement, you (or your lawyer if you have one) must file a written objection with the Court and send the objection to the Notice Administrator to the mail or email address below. You must file your objection on or before November 27, 2023. Your written objection can include any supporting materials, papers, or briefs that you want the Court to consider. Your written objection must include:

- Your name, address, telephone number, and, for entities, the title of the person submitting the objection;
- An explanation of your objection;
- The case name and number: *In re Xyrem (Sodium Oxybate) Antitrust Litigation*, Civil Action No. 20-md-02966-RS (N.D. Cal.); 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 your name or the name of the entity you represent] is a member of the Class."

You must file your objection with the Court (mailing address immediately below) and mail or email copies to the Notice Administrator so that they are received by November 27, 2023.

THE COURT	NOTICE ADMINSTRATOR
Office of the Clerk of Court U.S. District Court for the Northern District of California 450 Golden Gate Avenue San Francisco, CA 94102	In re Xyrem Antitrust Litigation OBJECTIONS P.O. Box 173001 Milwaukee, WI 53217 info@InReXyremAntitrustLitigation.com.

IF YOU DO NOTHING

10. **What happens if I do nothing at all?**

If you do nothing, and you are a member of the Damages, Injunctive Relief, and/or Settlement Classes, you will be bound by all respective Orders of the Court and the Judgment entered in favor of or against the Damages and/or Injunctive Relief Classes, any settlement between Defendants and the Damages and/or Injunctive Relief Classes, and the terms of the Settlement with respect to the Settlement Class. 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.

This is your only opportunity to exclude yourself from the Settlement and may be your only opportunity to exclude yourself from the Damages Class.

THE LAWYERS REPRESENTING YOU

11. **As a member of the Damages, Injunctive Relief, and/or 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 Damages, Injunctive Relief, and Settlement Classes. These lawyers are called Co-Lead Counsel.

COUNSEL FOR THE CLASS	
Dena C. Sharp GIRARD SHARP LLP 601 California Street, Suite 1400 San Francisco, CA 94108	Michael M. Buchman Motley Rice LLC 777 Third Avenue, 27 th Floor New York, NY 10017

12. **How will the lawyers be compensated? Will the named Plaintiffs receive an incentive award?**

At this time, Co-Lead Counsel are not seeking to distribute monies or seeking attorneys' fees, reimbursement of past expenses, or any service awards for the named Class Representative. Co-Lead Counsel are seeking approval to use the monies from the Settlement for future expenses in further litigation against the remaining Defendants, as well as to pay for the cost of distributing this Notice which shall not exceed \$225,000.

Co-Lead Counsel filed a Motion for Entry of a Set-Aside order on June 9, 2023, a copy of which can be obtained at www.InReXyremAntitrustLitigation.com or by contacting the Notice Administrator. Co-Lead Counsel's motion requests that 12.5% of any settlement or recovery obtained by a Class Member that excluded itself from the Classes be deposited into an escrow account, and that Co-Lead Counsel be permitted to seek payment from that amount as compensation for the work they and other lawyers for the Classes performed that benefitted the Class Member that excluded itself.

Any response to Co-Lead Counsel's Motion for Entry of Set-Aside Order must be submitted by December 11, 2023, to Co-Lead Counsel at scottg@girardsharp.com, as well as the Notice Administrator at info@InReXyremAntitrustLitigation.com. Co-Lead Counsel will file any reply in support of the motion by December 18, 2023, and will make a copy of the reply available on the case website. Co-Lead Counsel's motion will be heard at the Final Approval Hearing in the future (see Question 14 for details).

13. **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

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

The Court will hold a Final Approval Hearing on **January 11, 2024, at 1:30 pm**. The Court will hold the Final Approval Hearing virtually, not 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 1-877-495-0891 if you want to find out if the Final Approval Hearing has been rescheduled.

The purpose of the Final Approval Hearing is to:

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

15. Must I attend the Final Approval Hearing?

No. Attendance is not required. Co-Lead Counsel is prepared to answer questions on your behalf. 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.

16. Can I attend the Final Approval Hearing?

Yes, anyone can attend the Final Approval Hearing virtually and observe. If you want to attend the Final Approval Hearing and object, yourself or through an attorney hired at your own expense, you need to file 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 Administrator listed in Question 17 so that they are received by **November 27, 2023**. The Notice of Intent to Appear must contain the following information:

- The name, address, and telephone number of the Settlement Class Member and, if applicable, the name, address, and telephone number of the Settlement Class Member's attorney (who must file a Notice of Appearance);
- The objection, including any supporting papers; 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 testify and a summary of the proposed testimony.

GETTING MORE INFORMATION

17. Where do I get more information?

This Notice contains a brief summary of the 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 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 Class Action is also available on the case website at www.InReXyremAntitrustLitigation.com, or you can call or email the Notice Administrator toll-free at 1-877-495-0891 or info@InReXyremAntitrustLitigation.com.

Do not contact the Court or Chief Judge Seeborg.

For more information, call the Notice Administrator at 1-877-495-0891 or go to www.InReXyremAntitrustLitigation.com.

DATED: July 28, 2023

BY ORDER OF THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA