

COURT-ORDERED LEGAL NOTICE
UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS

If you purchased EpiPen® or generic EpiPen directly from the manufacturer, you may receive a payment from a \$50 million class action settlement with Pfizer.

A federal court authorized this notice. This is not a solicitation from a lawyer.

If you are a member of the Direct Purchaser Class, your legal rights will be affected whether you act or don't act. Please read this notice carefully.

A proposed settlement ("Settlement") has been reached in a class action lawsuit with Pfizer, Inc., King Pharmaceuticals, Inc. (n/k/a King Pharmaceuticals LLC), and Meridian Medical Technologies, Inc. (collectively, "Pfizer"). Under the settlement, Pfizer agreed to pay \$50,000,000 into a settlement fund ("Settlement Fund") for the Direct Purchaser Settlement Class. The settlement is only with Pfizer and resolves only the claims against Pfizer. The Court has not decided who is right.

The lawsuit alleges that Defendants Mylan, N.V., Mylan Pharmaceuticals, Inc., and Mylan Specialty, LP (collectively, "Mylan"), and Pfizer entered into an illegal market allocation agreement with Teva Pharmaceuticals USA, Inc. ("Teva") that substantially delayed the launch of generic EpiPen and unlawfully extended Pfizer's and Mylan's monopoly over the epinephrine autoinjector market. The settlement does not resolve claims against Mylan, and the lawsuit against Mylan will continue until it is resolved.

Generally, the Direct Purchaser Settlement Class is entities that purchased EpiPen or generic EpiPen directly from the manufacturer during the period from March 13, 2014, until April 3, 2024 (the "Class"). The lawsuit and Settlement concern only direct purchasers. You are receiving this notice because records show you may have made qualifying purchases of EpiPen or generic EpiPen.

The full text of the Settlement is available for inspection at www.EpiPenDPPSettlement.com. In the event of any inconsistency between this notice and the terms of the Settlement, the terms of the Settlement control.

This is not intended to be an expression of any opinion by the Court with respect to the truth of the allegations in the Action or the merits of the claims or defenses asserted. This notice is solely to advise you of the proposed Settlement of this Action as to Pfizer and your rights in connection with the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS

SUBMIT A CLAIM	If you are a member of the Class, you may file a claim by submitting a claim form online at www.EpiPenDPPSettlement.com or by mail. This is the only way to receive a payment. The deadline to postmark or submit your claim online is <u>July 24, 2024</u> .
OBJECT	<p>You may write to the Court about why you do not like the Settlement. The objection deadline is <u>May 28, 2024</u>.</p> <p>Additionally, you may ask to go to the Final Approval Hearing and speak in Court about the fairness of the Settlement.</p> <p>If you object to the Settlement, you are still a member of the Class and you must file a claim to receive a payment.</p>
OPT OUT	You may write to the Settlement Administrator and exclude yourself from the Class. Exclusion allows you to file your own lawsuit. You will not receive any payment and will not be bound by the releases contained in the Settlement if you exclude yourself. The exclusion deadline is <u>May 28, 2024</u> .
DO NOTHING	If you do nothing, you will not receive any payment. You will be bound by the releases contained in the Settlement and will not be able to file or continue to pursue your own lawsuit.

These rights and options are explained in this notice. If you do not act by the deadline for an option, you will lose your right to exercise that option. The Court overseeing this case still has to decide whether to approve the Settlement. You may receive a payment if the Court approves the Settlement and after the period to appeal has expired and/or all appeals have been resolved. Please be patient.

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BASIC INFORMATION

1. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit is a class action known as *KPH Healthcare Services, Inc. v. Mylan N.V.*, Case No. 2:20-cv-02065-DDC-TJJ (D. Kan.) (the “Lawsuit” or “Action”). Judge Daniel D. Crabtree of the United States District Court for the District of Kansas is overseeing the lawsuit.

The Lawsuit alleges that Pfizer and Mylan entered into an illegal market allocation agreement with Teva Pharmaceuticals. Plaintiffs allege that pursuant to that agreement, Teva agreed to settle patent litigation with Pfizer related to Teva’s generic EpiPen, and substantially delay launching the product, in exchange for Mylan’s agreement to settle other patent litigation with Teva related to generic Nuvigil. The agreement unlawfully extended Pfizer’s and Mylan’s monopoly power over the epinephrine autoinjector market.

No court, jury, or other authority has decided whether Pfizer engaged in any wrongdoing.

The parties reached this Settlement after a comprehensive mediation process overseen by a neutral, experienced, and well-regarded mediator David W. Aemmer, the Chief Circuit Mediator for the Tenth Circuit Court of Appeals.

2. WHAT IS A CLASS ACTION?

In a class action, one or more people or entities called “named plaintiffs” or “class representatives” (in this case, KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc. or “KPH”; FWK Holdings LLC or “FWK”; and César Castillo, LLC; collectively, “Plaintiffs”) sue(s) on behalf of people and entities with similar claims. These people and entities are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

3. ARE YOU PART OF THE DIRECT PURCHASER CLASS?

You are part of the Direct Purchaser Class if you are a person or entity in the United States or its territories, possessions, and the Commonwealth of Puerto Rico that purchased EpiPen or generic EpiPen directly from Mylan or Teva, for resale, at any time during the period from March 13, 2014, until the date on which the Court enters the Preliminary Approval Order.

Excluded from the Class are Defendants and their officers, directors, management, employees, predecessors, subsidiaries, and affiliates, and all federal governmental entities.

Receipt of this notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to participate in the distribution of proceeds from the Settlement, you are required to submit a claim form available on the Settlement website, www.EpiPenDPPSettlement.com, and supporting documentation, postmarked (if mailed) or submitted online on or before July 24, 2024.

THE SETTLEMENT

4. WHAT DOES THE SETTLEMENT PROVIDE?

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes Final pursuant to the terms of the Settlement Agreement, all Class Members shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all of the Released Claims as defined in the Settlement Agreement. A summary of those Released Claims is included below.

In exchange for Pfizer’s agreement to pay \$50,000,000 into a Settlement Fund, Plaintiffs will ask the Court to dismiss the Action against Pfizer with prejudice and will withdraw and release Pfizer from pending discovery requests in the Action and will not seek future discovery from Pfizer. The Class Members will release all claims alleged against Pfizer in the Action (or arising out of substantially the same subject matter) (1) that were alleged

or could have reasonably been alleged, (2) that concern purchases of EpiPen and/or its generic equivalents and arise under laws relating to antitrust, fraud, unfair competition, unjust enrichment, or consumer protection, and (3) that concern the sale, marketing, or distribution of EpiPen or generic EpiPen.

The Class Members do *not* release any claims asserted against or that could be asserted against Mylan and/or Viatris, Inc.

This Settlement is not intended to release any claims arising in the ordinary course of business between Class Members and Pfizer under the Uniform Commercial Code, the laws of negligence, product liability, implied warranty, contract, express warranty, or personal injury.

Class Members and Pfizer release any and all provisions, rights, and/or benefits conferred by Section 1542 of the California Civil Code and/or any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Class Members and Pfizer also will release any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that is the subject matter of the above releases, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

The Settlement Fund may be reduced in proportion to the *pro rata* share of any Class Members who exclude themselves from the Settlement. The Settlement may be terminated by Pfizer if Class Members representing 8% or more of the total purchases of EpiPen or generic EpiPen exclude themselves from the Class. The Settlement also may be terminated if for any reason the Settlement does not become final. If the Settlement is terminated, the lawsuit will proceed against Pfizer as if a settlement had not been reached.

5. WHY IS THERE A SETTLEMENT?

Neither the Court nor a jury has decided in favor of Plaintiffs or Pfizer. Instead, both sides have agreed to settle after years of hard-fought litigation. If the Court approves the Settlement, the parties will avoid the costs, delay, and uncertainty of continuing the lawsuit, and Class Members will be eligible to receive a payment from the Settlement. The Settlement does not mean that any law was broken or that Pfizer did anything wrong, or that Plaintiffs' allegations are not true. Pfizer denies all legal claims in this case. Plaintiffs and their lawyers are confident in the allegations against Pfizer but think the Settlement is best for the Class.

SETTLEMENT PAYMENTS

6. HOW CAN YOU GET A PAYMENT FROM THE SETTLEMENT?

To retain your right to seek a payment from this Settlement, you must submit a claim form on or before July 24, 2024.

If you have been identified as a Class Member based on available records, you will receive a blank claim form. If you believe you are a Class Member, but you do not receive such a claim form, you can obtain one from the settlement website, www.EpiPenDPPSettlement.com.

You may complete your claim form online at the settlement website, www.EpiPenDPPSettlement.com, or you may print a copy, fill it out, and send it by U.S. Mail to the Settlement Administrator. The claim form includes more detailed instructions.

If you do not submit a timely claim form with all of the required information and supporting records, you will not receive a payment from the Settlement Fund. Unless you expressly excluded yourself from the Class, you will still be bound by the Settlement, the Judgment, and the release contained in them.

7. HOW MUCH WILL YOU RECEIVE FROM THE SETTLEMENT?

Pursuant to the Settlement, a \$50,000,000 settlement fund has been established (the "Settlement Amount"). The Settlement Amount together with any interest earned thereon is the Settlement Fund. The Settlement Fund less:

(a) any taxes and tax expenses; (b) any Notice and Administration Expenses; and (c) any attorneys' fees and litigation expenses and any service awards to Plaintiff Class Representatives in connection with their representation of the Class, awarded by the Court, will be distributed to Class Members under a proposed plan of allocation ("Plan of Allocation") if approved by the Court. The allocation plan proposes distributing the Settlement Fund based on their proportionate share of purchases made during the Class Period. The Court may approve the proposed allocation plan, or modify it, without additional notice to the Class. Any order modifying the allocation plan will be posted on the Settlement website, www.EpiPenDPPSettlement.com.

At this time, it is unknown how much money each Class Member will receive. It will depend on the number of Class Members that submit claim forms and the number of qualifying purchases made by each of those Class Members.

Distributions will be made to Class Members after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved. If there is any balance remaining in the Settlement Fund after a reasonable amount of time from the initial date of distribution of the Settlement Fund, and if it is feasible, the Settlement Administrator will reallocate such balance among Class Members who successfully received and deposited, cashed, or otherwise accepted a distribution amount, in an equitable fashion. These redistributions shall be repeated until the balance remaining in the Settlement Fund is no longer economically feasible to distribute to Class Members. After that, Class Counsel shall seek the Court's guidance on any *de minimus* balance which remains in the Settlement Fund.

8. WHAT WILL YOU GIVE UP IN EXCHANGE FOR THE SETTLEMENT?

Members of the Class will be bound by all future orders in this case and will be bound by the release as described in Question 4.

More information about the release may be found in the Settlement Agreement, which is available on the settlement website, www.EpiPenDPPSettlement.com.

THE LAWYERS REPRESENTING THE CLASS

9. DO YOU HAVE A LAWYER IN THIS CASE?

The Court appointed the following attorneys as Co-Lead Class Counsel for the Direct Purchaser Settlement Class ("Class Counsel"):

Michael L. Roberts
Roberts Law Firm US, PC
1920 McKinney Avenue, Suite 700
Dallas, TX 75201
Telephone: (501) 952-8558
Email: mikeroberts@robertslawfirm.us

Linda P. Nussbaum
NUSSBAUM LAW GROUP, P.C.
1133 Avenue of the Americas, 31st Floor
New York, NY 10036
Telephone: (917) 438-9102
Email: lnussbaum@nussbaumpc.com

Class Counsel are experienced in handling similar cases against other companies.

10. HOW WILL THE LAWYERS BE PAID?

Class Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Final Approval Hearing. Class Counsel will seek reimbursement for litigation costs and expenses, attorneys' fees of up to one-third of the Settlement Fund, plus interest earned on these amounts at the same rate as earned by the Settlement Fund, and payment of a service award to the class representatives, in recognition of their assistance with developing and pursuing the case.

If the Court grants the lawyers' requests, these payments will be made from the Settlement Fund. You will not have to pay these lawyers out of your own pocket.

The attorneys' fees and expenses requested will be the only payment to Class Counsel for their considerable time and efforts in achieving this Settlement and their risk in undertaking this representation on a wholly contingent basis, including the expenses they advanced without any guarantee of repayment. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Class Counsel.

Class Counsel's motion for attorneys' fees, costs and expenses, and the class representative service awards will be filed with the Court and made available for download or viewing on or before May 7, 2024, at www.EpiPenDPPSettlement.com.

WHAT ARE YOUR OPTIONS?

As outlined on Page 2, and as described below, Direct Purchaser Class Members have four options: (1) submit a claim; (2) object to the Settlement; (3) exclude themselves from the Settlement; and/or (4) do nothing. The deadline for each option is listed in this notice. If you do not act by the deadline for an option, you will lose your legal right to exercise that option.

11. OPTION 1 – SUBMIT A CLAIM

You can request a payment from the Settlement by submitting a claim form. Information about how to do this, and the effect of doing this, is outlined in the "Settlement Payments" section on Pages 5-6.

Your claim form must be submitted online or postmarked by July 24, 2024. If your claim form is not submitted online or postmarked by that date, you will lose the ability to get a payment from this settlement.

12. OPTION 2 – OBJECT TO THE SETTLEMENT

If you are a Class Member, you may tell the Court what, if anything, you do not like about the Settlement, the plan of allocation, and/or Class Counsel's request for an award of attorneys' fees, reimbursement of costs and expenses, and class representative service awards, by filing an objection. For your objection to be considered, you must file your objection, accompanied by proof that you are a Class Member, with the Clerk of the Court by May 28, 2024, at the United States District Court for the District of Kansas, 500 State Avenue, Kansas City, KS 66101. If your written objection is not filed by that date, you will lose the ability to object to the Settlement. You must also mail a copy of your objection to the following Class Counsel and counsel for Pfizer:

To Plaintiffs and the Class:	To Pfizer:
Michael L. Roberts ROBERTS LAW FIRM US, PC 1920 McKinney Avenue, Suite 700 Dallas, TX 75201	Raj Gandesha White & Case LLP 1221 Avenue of the Americas New York, NY 10020
Linda P. Nussbaum NUSSBAUM LAW GROUP, P.C. 1133 Avenue of the Americas, 31 st Floor New York, NY 10036	

Counsel must receive your objection by the same date, May 28, 2024.

Your objection must consist of a signed letter stating that you wish to object to the proposed settlement. Any objection must: (i) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (ii) state that the objector is objecting to the proposed Settlement, plan of allocation, and/or request of an award of attorneys' fees, reimbursement of costs and expenses, and class representative service awards; (iii) state the objection(s) and the specific reasons for each objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (iv) state whether the objection applies only to the objector, to a subset of the Class, or to the entire Class; (v) identify all class actions to which the objector and his, her, or its counsel has previously objected; (vi) include documents sufficient to prove the objector's membership in the Class; (vii) state whether the objector intends to appear at the Fairness Hearing; (viii) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all

attorneys who will appear on the objector's behalf at the Fairness Hearing; and (ix) state that the objector submits to the jurisdiction of the Court with respect to the objection or request to be heard.

Any Class Member who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall be forever foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as set forth in the Settlement Agreement, to the plan of allocation, or to the award of fees and costs and expenses to Class Counsel or any service awards to Plaintiffs, unless otherwise ordered by the Court.

If you object, you will remain a member of the Class, so in order to retain your right to seek a payment from the Settlement, you also must file a claim form by July 24, 2024, as described above.

13. OPTION 3 – OPT OUT

If you do not want the benefits offered by the Settlement and do not want to be legally bound by the terms of the Settlement, and/or if you wish to pursue your own separate lawsuit against the Pfizer Defendants, you must exclude yourself from the Class. Your request to be excluded must include (i) your name and address, (ii) a statement that you want to be excluded from the Settlement Class, and (iii) your signature.

Your request to be excluded must be postmarked (if mailed) or received (if submitted online) by May 28, 2024.

14. OPTION 4 – DO NOTHING

If you are a Class Member and you do nothing, you will remain in the Class and be bound by all orders in this lawsuit. You will also give up the right to seek a payment from the Settlement, to object to the Settlement, to speak at the hearing about the Settlement, or to be part of another lawsuit against Pfizer for any and all claims released by this Settlement Agreement.

FINAL APPROVAL HEARING

15. WHEN IS THE FINAL APPROVAL HEARING?

The Court will hold a Fairness Hearing on June 25, 2024, at 9:00 a.m. Central Time, before the Honorable Daniel D. Crabtree, United States District Court for the District of Kansas, 500 State Avenue, Kansas City, KS 66101, Courtroom 476, for the purpose of determining whether (1) the Settlement as set forth in the Settlement Agreement for \$50,000,000 in cash should be approved by the Court as fair, reasonable, and adequate; (2) the Judgment as provided under the Settlement Agreement should be entered; (3) to award Class Counsel attorneys' fees and expenses out of the Settlement Fund and, if so, in what amount; (4) to award Plaintiffs service awards in connection with their representation of the Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Fairness Hearing without further notice to members of the Class. For updated information on the hearing, you may check the settlement website, contact Class Counsel, or access the court docket for this case as described in the "How Do You Get More Information?" section on Page 9.

16. DO YOU HAVE TO ATTEND THE HEARING?

No, you do not have to attend the Final Approval Hearing to show your approval. Class Counsel will answer any questions the Court may have.

If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper address, and it complies with the other requirements provided in this notice, the Court will consider it.

But if you want to attend, you are welcome to do so at your own expense. You may also pay another lawyer to attend for you, but you will be responsible for hiring and paying that lawyer.

17. MAY YOU SPEAK AT THE HEARING?

If you object to the Settlement, you may ask the Court for permission to speak at the hearing. Your objection must include a request to speak, be timely submitted, and comply with the other requirements provided in this notice.

Your objection submission must include information or materials responsive to all nine of the items listed in the “Option 2 - Object to the Settlement” section on Pages 7-8, as well as copies of all documents or writings you want the Court to consider.

Ultimately, the Court will decide who will be allowed to speak at the hearing.

FINAL APPROVAL HEARING

18. HOW DO YOU GET MORE INFORMATION?

This notice summarizes the Settlement. The precise terms and conditions of the Settlement are detailed in the Settlement Agreement. If there are any inconsistencies between this notice and the terms of the Settlement Agreement, the terms of the Settlement Agreement control.

The records in this Action may be examined and copied during regular office hours, and subject to customary copying fees, at the Clerk of the United States District Court for the District of Kansas. For a fee, all papers filed in this Action are available at www.pacer.gov. In addition, the Settlement Agreement, this notice, the claim form, and the plan of allocation are available at www.EpiPenDPPSettlement.com. You may contact the Settlement Administrator at 866-778-6568 if you have any questions about the Action or the Settlement.

Please do not write or call the Court, the Court Clerk’s office, or Pfizer with questions about the Settlement or the claims process.

DIRECT PURCHASER CLAIM FORM

YOUR CLAIM MUST BE SUBMITTED ONLINE OR POSTMARKED ON OR BEFORE JULY 24, 2024.

Submit this Claim Form using the Settlement Administrator’s website, www.EpiPenDPPSettlement.com.

OR

Mail your claim to: EpiPen Direct Purchaser-Pfizer Settlement
c/o A.B. Data, Ltd.
P.O. Box 173113
Milwaukee, WI 53217

1. CLASS MEMBER INFORMATION

Company Name

First Name of Company Representative

Last Name of Company Representative

Company Street Address – Line 1

Company Street Address – Line 2

City

State

Zip Code

Email Address of Company Representative

Telephone Number

2. CLASS MEMBER REPRESENTATIVE INFORMATION

Please list the contact information for the person responsible for overseeing the claims process and communicating about your claim and distribution of any settlement payments. If the information is the same as #1, check the box below and skip to #3.

Same as Class Member Information.

Company Name for Person Responsible

First Name of Person Responsible

Last Name of Person Responsible

Street Address of Person Responsible – Line 1

Street Address of Person Responsible – Line 2

City of Person Responsible

State

Zip Code

Email Address of Person Responsible

Telephone Number of Person Responsible

3. BRAND PURCHASE INFORMATION

Please list in the space below the total number of units of **brand EpiPen purchased directly from Mylan** between March 13, 2014, and April 3, 2024, reduced to account for returns and assignments.

Units of brand EpiPen

A list of relevant National Drug Codes (NDCs) is included at the end of this Claim Form as Exhibit A.

**** You must submit supporting purchase records. ****

4. GENERIC PURCHASE INFORMATION

Please list in the space below the total number of units of **Authorized Generic EpiPen purchased directly from Mylan** between March 13, 2014, and April 3, 2024, reduced to account for returns and assignments.

Units of Authorized Generic EpiPen

Please list in the space below the total number of units of **generic EpiPen purchased directly from Teva** between March 13, 2014, and April 3, 2024, reduced to account for returns and assignments.

Units of Generic EpiPen

A list of relevant National Drug Codes (NDCs) is included at the end of this Claim Form as Exhibit A.

**** You must submit supporting purchase records. ****

5. ASSIGNMENTS

Please check here if you are filing this claim based on an assignment:

If you are submitting a claim pursuant to an assignment, please identify with particularity that assignment below. Please also attach documentation in support of such assignment, including the assignment agreement and purchase records showing your qualifying purchases from your assignor that are covered by any such assignment.

The Settlement Administrator may require additional information and documents for any claim made based on an assignment. If you are submitting this claim as an assignee, the data and supporting purchase records may be shared with the relevant assignor(s) during the claims administration process. By submitting a claim by virtue of an assignment, you agree that such data and documentation, and calculations based on such data and documentation, may be shared with your assignor.

6. WIRE TRANSFER INFORMATION

If you wish to have your share of the Net Settlement Fund paid by wire transfer, please provide the information below:

Bank Name	
Bank Address	
Account Name	
Account No.	
ABA/Routing No.	
Special Instructions	

7. SIGNATURE

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge. I understand that the punishment for perjury varies by state, but perjury is a felony and carries a possible prison sentence of at least one year, plus fines and probation.

Signature: _____

Dated: _____

Printed Name: _____

Company Name: _____

Position at Company: _____

EXHIBIT A

NDCs of Brand, Authorized Generic, and Generic EpiPen

Brand EpiPen (Sold by Mylan)
49502-500-92
49502-500-02
49502-500-01
49502-501-92
49502-501-02
49502-501-01

Authorized Generic EpiPen (Sold by Mylan)
49502-102-02
49502-101-02
49502-101-01
49502-102-01

Generic EpiPen (Sold by Teva)
00093-5985-27
00093-5986-27
00093-5985-19
00093-5986-19

EpiPen Direct Purchaser - Pfizer Settlement
c/o A.B. Data, Ltd.
P.O. Box 173113 Milwaukee, WI 53217

COURT APPROVED NOTICE REGARDING
EpiPen Direct Purchaser - Pfizer Settlement