

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND**

IN RE: LOESTRIN 24 FE ANTITRUST  
LITIGATION

MDL No. 2472

THIS DOCUMENT RELATES TO:  
Direct Purchaser Actions

Master File No. 1:13-md-2472-S-PAS

**DECLARATION OF TINA CHIANGO REGARDING  
NOTICE OF SETTLEMENT TO THE DIRECT PURCHASER CLASS**

I, TINA CHIANGO, hereby declare and state as follows:

1. I am the Director of Claims Administration for RG/2 Claims Administration LLC (“RG/2”), whose address is 30 South 17th Street, Philadelphia, PA 19103. I am over the age of twenty-one, have personal knowledge of the matters set forth herein, and if called upon to do so, could testify completely to them.

2. RG/2 is a full service class action settlement administrator offering notice, claims processing, allocation, distribution, tax reporting, and class action settlement consulting services. RG/2’s experience includes the provision of notice and administration services for settlements arising from antitrust, consumer fraud, civil rights, employment, negligent disclosure, and securities fraud allegations. Since 2000, RG/2 has administered and distributed in excess of \$1.75 billion in class action settlement proceeds.

3. RG/2’s duties in this action have and will include: (a) receiving and analyzing the class member contact list and purchase data from counsel; (b) arranging for the mailing of the Settlement Notice to class members via First-Class mail and email; (c) creating a website for informational purposes; and, such other tasks as class counsel or the Court orders RG/2 to perform.

4. The website, [www.loestrin24antitrustlitigation.com](http://www.loestrin24antitrustlitigation.com), for this litigation was created by RG/2 and went live on August 28, 2019. The static part of the website includes the following:

- a) The “Homepage” contains a brief summary of the Settlement Agreement, advises direct purchaser class members of their rights under the Settlement Agreement, and announces the due date for objections to the Settlement and the date of the Fairness Hearing;
- b) The “Notice” page contains a PDF copy of the court-ordered Settlement Notice;
- c) The “Court Documents” page contains PDF versions of various court documents relating to the Settlement Agreement; and
- d) The “Contact” page contains contact information for RG/2.

5. On August 14, 2019, in connection with notice for class certification purposes, RG/2 received an electronic file from Hagens Berman Sobol & Shapiro LLP that contained the company names and addresses for 47 direct purchaser class members as compiled by their economic expert. RG/2 also received the names of 8 retail entities who opted out of the class.

6. The mailing addresses were obtained from a number of sources, including the transactional sales data produced by the defendants in discovery. Additionally, based on their past experience with some of the class members and independent investigation efforts, RG/2 possessed some more recent addresses for some class members. RG/2 worked with class counsel to finalize the mailing list.

7. As detailed below, every class member has received direct, individual notice of the Settlement through a valid mail or email address. Nearly all class members received notice through both media.

8. RG/2 arranged for the mailing of the Settlement Notice to all 47 class members via First-Class mail on April 6, 2020. The Settlement Notice was mailed to multiple known addresses for certain class members. On the same day, the Settlement Notice was also posted on the website created for this litigation: [www.loestrin24antitrustlitigation.com](http://www.loestrin24antitrustlitigation.com). A copy of the Settlement Notice is attached hereto as Exhibit A.

9. In the April 6, 2020 mailing, there were three instances in which the Settlement Notice was simultaneously sent to both a valid and (what turned out to be an) invalid address for a class member.<sup>1</sup> Those instances are detailed below:

- a. Notice was mailed to two known addresses for Trimed Medical Wholesalers, Inc.: (1) 1620 5th Ave., San Diego, CA 92101; and (2) 52 E Santa Anita Ave, Burbank, CA 91502. The notice mailed to the first address was returned as undeliverable, but the notice mailed to the second address was not returned.
- b. Notice was mailed to the last known address for Masters Pharmaceutical at 11930 Kemper Springs Drive, Cincinnati, OH 45202, which was returned as undeliverable. However, on the same day, notice was also mailed to Masters' counsel at Lauer Law LLC, 335 W 4th Street, Cincinnati, OH 45202 and was not returned as undeliverable.
- c. Notice was mailed to the last known address for Miami-Luken, Inc. at 265 S Pioneer Blvd. Springboro, OH 45066, which was returned as undeliverable.

---

<sup>1</sup> Only after the Settlement Notice for a particular address was returned did RG/2 know that one of the addresses for the class member was invalid.

RG/2 was aware that Miami-Luken declared bankruptcy and is no longer in operation. Accordingly, RG/2 also emailed the Settlement Notice to Miami-Luken's bankruptcy receiver, John Pidcock, on April 6, 2020 and that email was not returned as undeliverable.

10. On April 27, 2020, RG/2 was notified that the Settlement Notice mailed to the last known address for Drugs Unlimited, Inc. was returned as undeliverable. Upon further research, RG/2 was able to locate a new address for Drugs Unlimited, Inc. at 1366 Ave San Ignacio Urb Altamesa, San Juan, PR 00921. Notice was sent via First Class mail to this new address on April 28, 2020 and was not returned as undeliverable.

11. Other than the above instances, no other physical mailings were returned to RG/2 as undeliverable.

12. Out of an abundance of caution, although not required to do so, RG/2 disseminated the Settlement Notice to an email address for every class member. That emailing process is detailed below.

13. On April 10, 2020, RG/2 caused the Settlement Notice to be emailed to 43 class members for which email addresses were readily available. None of these emails was returned as undeliverable (that is, none bounced back). As of that date, only the following entities required further research for email addresses: (1) Independent Pharmacies; (2) Trimed Medical Wholesalers, Inc.; (3) Drugs Unlimited, Inc.; and (4) Wholesalers Group, Inc.

14. Upon further research, RG/2 located the following email address for Independent Pharmacies: sales@independentpharma.com. On April 13, 2020, RG/2 caused the Settlement Notice to be emailed to this address and it was not returned as undeliverable.

15. Upon further research, RG/2 located the following email address for Trimed Medical Wholesalers: tri-med2@sbcglobal.net. On April 13, 2020, RG/2 caused the Settlement Notice to be emailed to this address and it was not returned as undeliverable.

16. Upon further research, RG/2 located the following email address for Drugs Unlimited: info@drugsunlimitedpr.com. On April 13, 2020, RG/2 caused the Settlement Notice to be emailed to this address and it bounced back as undeliverable. RG/2 was eventually able to locate the email address of Carlos Fraga, a Vice President at Drugs Unlimited. On June 25, 2020, RG/2 emailed Mr. Fraga the Settlement Notice and it was not returned as undeliverable.

17. Upon further research, RG/2 was able to locate the following email address for Wholesalers Group: helpdesk@wgirx.com. On April 13, 2020, RG/2 caused the Settlement Notice to be emailed to this email address and it bounced back as undeliverable. On July 15, 2020, RG/2 attempted to call Wholesalers Group at the phone number publicly listed on its website ((206) 486-1650) in order to locate a functioning email address for which to send the settlement notice. However, RG/2 received a message that the phone number was no longer in service. Upon information and belief, RG/2 has reason to believe that the company is no longer operating.

18. I declare under penalty of perjury under the laws of the United States that to the best of my knowledge, the foregoing is true and correct.

Dated: August 13, 2020

  
\_\_\_\_\_  
Tina Chiango

# **EXHIBIT A**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND

**If you purchased brand Loestrin 24 Fe directly from Warner Chilcott, or its successor entities Actavis or Allergan, or generic Loestrin 24 Fe (Lomedia 24 Fe) directly from Amneal Pharmaceuticals LLC; or if you purchased brand Minastrin 24 Fe directly from Warner Chilcott, or its successor entities Actavis or Allergan, your rights may be affected by the settlement of a class action lawsuit.**

*This notice is being provided by order of the U.S. District Court.  
It is not a solicitation from a lawyer. You are not being sued.*

Ahold USA, Inc. (“Plaintiff” or “Class Representative”) has reached a proposed settlement of its class action suit against Warner Chilcott Co., LLC f/k/a Warner Chilcott Co., Inc., Warner Chilcott (US), LLC, and Warner Chilcott Sales (US), LLC (collectively “Warner Chilcott”); Watson Laboratories, Inc. (“Watson”) (together, “Defendants”). The settlement is with Defendants and related entities Warner Chilcott plc n/k/a Allergan WC Ireland Holdings Ltd., Warner Chilcott Holdings Co. III, Ltd., Warner Chilcott Corp., Warner Chilcott Laboratories Ireland Limited, Watson Pharmaceuticals, Inc., and parent entity Allergan, plc.<sup>1</sup> You previously received a notice about the pendency of this class action lawsuit. The purpose of this notice is to alert you to the existence of and provide important details about the proposed settlement of the lawsuit and to inform you of your rights under the proposed settlement.

- The settlement with Defendants and related entities will provide \$120,000,000 in cash to resolve the Direct Purchaser Class’s claims against Defendants (the “Settlement Fund”).
- The Court has scheduled a hearing to decide on final approval of the settlement, the plan for allocating the Settlement Fund to Direct Purchaser Class Members (summarized in the responses to Questions 6 and 7 below), and Class Counsel’s request for settlement administration costs, attorneys’ fees, reimbursement of Class Counsel’s out-of-pocket expenses and costs, and a service award to the Class Representative. That hearing is scheduled for August 27, 2020 before U.S. District Court Judge William E. Smith in the Courtroom of the United States District Court for the District of Rhode Island, United States Courthouse, 1 Exchange Terrace, Providence, RI 02903.

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

On July 2, 2019, Chief Judge William E. Smith of the United States District Court for the District of Rhode Island allowed this antitrust lawsuit to proceed as a class action, and certified the following class:

---

<sup>1</sup> Defendants’ names and corporate relationships have changed over time. During much of the relevant time period in this case, Warner Chilcott and Watson were separate companies. More recently, these companies have become part of the same corporate entity, Allergan, plc.

All persons or entities in the United States and its territories who purchased brand or generic Loestrin 24 directly from Warner [Chilcott] or Amneal at any time during the period from September 1, 2009, through and until June 3, 2015, and all persons or entities in the United States and its territories who purchased brand Minastrin 24 directly from Warner [Chilcott] at any time during the period from September 1, 2009, through and until March 14, 2017 (the “Class Period”). Excluded from the Class are defendants, and their officers, directors, management, employees, subsidiaries, or affiliates, and, all federal governmental entities. Also excluded from the class are educational institutions such as universities and colleges. (the “Class”)

At their request, in response to a previous notice of pendency of this lawsuit sent to all Class Members, the following entities were also excluded from the Class: Walgreen Co., The Kroger Co., Safeway Inc., HEB Grocery Company L.P., Albertson’s LLC, CVS Pharmacy, Inc., Rite Aid Corporation, and Rite Aid Hdqtrs. Corp.

The proposed settlement will affect the rights of all members of the Class, as defined above, unless they have previously excluded themselves from the Class.

The Court in charge of this case still has to decide whether to approve the settlement. If it does not, the lawyers will need to prove the claims against Defendants at trial.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>WHEN YOU RECEIVE A CLAIM FORM, PROMPTLY COMPLETE AND RETURN IT</b>	You do not need to do anything now to remain a member of the Direct Purchaser Class. If the settlement with Defendants is approved and you are a member of the Class, and have not previously excluded yourself from the Class, you will receive a Claim Form by mail to complete, sign, and return to obtain a share of the Settlement Fund.
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court about why you do not like the settlement.
<b>GO TO A HEARING</b>	Ask to speak to the Court about the fairness of the settlement.
<b>GET MORE INFORMATION</b>	If you would like to receive more information about the proposed settlement, you can send questions to the lawyers identified in this notice and/or attend the hearing at which the Court will evaluate the proposed settlement.

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

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION ..... 4**

1. Why Did I Get This Notice? ..... 4

2. What Is This Lawsuit About? ..... 4

3. Why Is This Lawsuit A Class Action?..... 5

4. Why Is There A Settlement?..... 7

**WHO IS INCLUDED IN THE CLASS AND THE SETTLEMENT..... 7**

5. Am I Part Of The Class And The Settlement?..... 7

**THE SETTLEMENT BENEFITS: WHAT YOU GET ..... 8**

6. What Does The Settlement Provide? ..... 8

7. When Would I Get My Payment And How Much Would It Be?..... 8

8. How Can I Get A Payment?..... 9

**THE LAWYERS REPRESENTING YOU ..... 10**

9. Do I Have A Lawyer In This Case?..... 10

10. Should I Get My Own Lawyer?..... 10

11. How Will The Lawyers Be Paid? ..... 10

**OBJECTING TO THE SETTLEMENT ..... 11**

12. How Do I Tell The Court That I Do Not Like The Settlement?..... 11

**THE COURT’S FINAL FAIRNESS HEARING..... 12**

13. When And Where Will The Court Decide Whether To Approve The Settlement?..... 12

14. Do I Have To Come To The Hearing?..... 12

15. May I Speak At The Hearing? ..... 12

**IF YOU DO NOTHING ..... 13**

16. What Happens If I Do Nothing At All? ..... 13

**GETTING MORE INFORMATION..... 13**

17. How Do I Get More Information? ..... 13

## BASIC INFORMATION

### 1. Why Did I Get This Notice?

You received this notice because, according to sales data produced by the manufacturers of brand and generic Loestrin 24 Fe and/or brand Minastrin 24 Fe, you may have purchased brand and/or generic Loestrin 24 Fe during the period from September 1, 2009 through June 3, 2015 directly from Defendants or Amneal and/or purchased brand Minastrin 24 Fe during the period from September 1, 2009 through March 14, 2017, directly from Defendants.

A prior notice about the lawsuit and the Court's decision to certify the Class was mailed on or about August 28, 2019.

A federal court authorized this second notice because you have a right to know about the proposed settlement and about all of your options before the Court decides whether to grant final approval of the settlement. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and eligibility for those benefits. Note that you may have received this notice in error; simply receiving this notice does not mean you are definitely a Direct Purchaser Class Member. You may confirm that you are a Direct Purchaser Class Member by reviewing the criteria set forth in Question 5 below. You may also call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 9 below.

### 2. What Is This Lawsuit About?

Plaintiff alleges that Warner Chilcott and Watson violated federal antitrust laws by unlawfully impairing the introduction of generic versions of the prescription drug Loestrin 24 Fe into the United States market.

Plaintiff alleges that Warner Chilcott obtained an illegal monopoly on Loestrin 24 Fe through a patent procured by fraud on the U.S. Patent and Trademark Office and then wrongfully listed the fraudulent patent in the FDA's "Orange Book." Plaintiff alleges that, after generic manufacturer Watson and other potential generic competitors notified Warner Chilcott that they planned to launch generic versions of Loestrin 24 Fe, Warner Chilcott sued them asserting the invalid, improperly obtained, and unenforceable patent. Plaintiff alleges that Warner Chilcott and Watson later settled the baseless patent infringement lawsuit by entering into an illegal reverse payment agreement whereby Warner Chilcott paid Watson to delay the launch of its generic Loestrin 24 Fe product for more than four years. Plaintiff alleges that, just prior to the launch of Watson's delayed generic version of Loestrin 24 Fe (named Lomedia 24 Fe and sold by Amneal Pharmaceuticals LLC through an arrangement with Watson), Warner Chilcott implemented an illegal "product hop" by withdrawing Loestrin 24 Fe from the United States market and launching in its place Minastrin 24 Fe, a chewable version of Loestrin 24 Fe that Plaintiff alleges otherwise was indistinguishable and offered no additional benefit over Loestrin 24 Fe.

Plaintiff claims that Class Members were injured as a result of the challenged conduct by paying more for brand and generic Loestrin 24 Fe and brand Minastrin 24 Fe. A redacted public copy of

Plaintiff's Third Amended Consolidated Class Action Complaint and Jury Demand, dated March 28, 2018, is available for download at [www.Loestrin24AntitrustLitigation.com](http://www.Loestrin24AntitrustLitigation.com).

Warner Chilcott and Watson deny all of these allegations, including that Plaintiff or Class Members are entitled to damages or other relief. Warner Chilcott and Watson respond that the patent protecting Loestrin 24 Fe was valid and enforceable and that Warner Chilcott's litigation against companies infringing the patent was reasonable and necessary to protect Warner Chilcott's legitimate intellectual property. Warner Chilcott and Watson also respond that their settlement of the patent infringement litigation was reasonable, led to earlier availability of generic versions of Loestrin 24 Fe than would have been available without the settlement, and included business deals that introduced new competition in women's health, among other benefits. Warner Chilcott and Watson also respond that the transition from Loestrin 24 Fe to Minastrin 24 Fe introduced a new competitive option for patients and their physicians, as well as other benefits, and did not have the effect of delaying or impairing any generic competition. Finally, Warner Chilcott and Watson respond that no patients or pharmaceutical purchasers paid higher prices or suffered any harm as a result of Warner Chilcott's and Watson's conduct.

There has been no determination by the Court or a jury that the allegations against Warner Chilcott or Watson have been proven or that, if proven, Warner Chilcott's and Watson's conduct caused harm to any patients or purchasers.

Judge William E. Smith of the United States District Court for the District of Rhode Island is overseeing this class action and the settlement. The lawsuit is known as *In re Loestrin 24 Fe Antitrust Litigation*, Civil Action No. 1:13-md-2472-WES-PAS (D.R.I.).

### 3. Why Is This Lawsuit A Class Action?

In a class action lawsuit, one or more persons or entities (called the "plaintiff" or "class representative") sues on behalf of others who have similar claims. Together, they are typically called a "class" or "class members." Accordingly, entities that purchased brand or generic Loestrin 24 Fe or brand Minastrin 24 Fe directly from Warner Chilcott or Amneal (Amneal sold generic Loestrin 24 Fe on behalf of Watson) during the relevant time periods are considered part of a "class" or "class members." The company that filed suit is called the plaintiff (or class representative). The companies that are sued, in this case Warner Chilcott and Watson, are called defendants.

In a class action lawsuit, one court resolves the issues for everyone in the class, except for those class members who exclude themselves from the class. The Court, by order dated July 2, 2019 certified the Class in this case. A copy of the Court's order may be found at [www.Loestrin24AntitrustLitigation.com](http://www.Loestrin24AntitrustLitigation.com).

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

- The number of class members is so numerous that joining them all into one suit is impractical.
- Members of the class share common legal or factual issues relating to the claims in this case.
- The claims of the class representative are typical of the claims of the rest of the class.
- The class representative and the lawyers representing the class will fairly and adequately protect the class's interests.
- The common legal and factual questions predominate over any questions affecting only individual members of the class, and this class action will be more efficient than individual lawsuits.
- Damages can be calculated on a class-wide basis.

Common legal and factual questions identified by counsel include:

- Whether Warner Chilcott listed the Loestrin 24 Fe patent in the FDA's "Orange Book" even though it could not be reasonably asserted against generics (as it was invalid and/or unenforceable due to fraud);
- Whether Warner Chilcott wrongfully enforced the Loestrin 24 Fe patent against potential generic competitor Watson, when a sophisticated pharmaceutical manufacturer in Warner Chilcott's position would not realistically expect to succeed in proving that the generics infringed a valid patent (given that the patent was invalid and/or unenforceable due to fraud and Watson may well have been able to show non-infringement);
- Whether Warner Chilcott entered into an illegal "reverse payment" agreement with Watson, whereby Warner Chilcott conveyed substantial value to Watson in exchange for Watson's agreement to delay entry of its generic version of Loestrin 24 Fe;
- Whether Warner Chilcott's payments to Watson were necessary to yield any cognizable and nonpretextual procompetitive benefits, and if so whether these payments were the least restrictive means of achieving such procompetitive benefits;
- Whether Defendants engaged in an anticompetitive "product hop" to Minastrin 24 Fe;
- Whether Defendants' conduct suppressed generic competition by delaying or impairing the launch of any competing generic version of Loestrin 24 Fe;

- Whether the activities of Warner Chilcott and Watson have substantially affected interstate commerce;
- Whether, and to what extent, Warner Chilcott's and Watson's conduct caused antitrust injury (i.e., overcharges) to direct purchasers.

#### 4. Why Is There A Settlement?

Plaintiff and Defendants were preparing to proceed with the litigation and go to trial scheduled to begin January 6, 2020, but the Plaintiff and Defendants agreed to a settlement. By settling, Plaintiff and Defendants avoid the risk of trial and the continued costs of litigation. The Plaintiff and Class Counsel believe that the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class.

### **WHO IS INCLUDED IN THE CLASS AND THE SETTLEMENT**

#### 5. Am I Part Of The Class And The Settlement?

On July 2, 2019, a federal court allowed this antitrust lawsuit to proceed as a class action, and certified the following class:

All persons or entities in the United States and its territories who purchased brand or generic Loestrin 24 directly from Warner [Chilcott] or Amneal at any time during the period from September 1, 2009, through and until June 3, 2015, and all persons or entities in the United States and its territories who purchased brand Minastrin 24 directly from Warner [Chilcott] at any time during the period from September 1, 2009, through and until March 14, 2017 (the "Class Period"). Excluded from the Class are defendants, and their officers, directors, management, employees, subsidiaries, or affiliates, and, all federal governmental entities. Also excluded from the class are educational institutions such as universities and colleges (the "Class").

At their request, in response to a previous notice of pendency of this lawsuit sent to all Class Members, the following entities were also excluded from the Class: Walgreen Co., The Kroger Co., Safeway Inc., HEB Grocery Company L.P., Albertson's LLC, CVS Pharmacy, Inc., Rite Aid Corporation, and Rite Aid Hdqtrs. Corp.

If you fit within the definition of the Class, unless you previously asked to be excluded from the Class, you are a member of the Class for purposes of the settlement (the "Direct Purchaser Settlement Class").

If you are not sure whether you are included, you may call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 9 below.

Defendants' names and corporate relationships have changed over time. The lawsuit alleges wrongdoing by Warner Chilcott. In 2013 Warner Chilcott became a wholly owned subsidiary of Actavis, plc. In March 2015, Actavis plc completed an acquisition of Allergan, plc, and thereafter changed its corporate name to Allergan, plc. During much of the relevant time period in this case, Warner Chilcott and Watson were separate companies. More recently, these companies have both become part of Allergan, plc.

## **THE SETTLEMENT BENEFITS: WHAT YOU GET**

### **6. What Does The Settlement Provide?**

Defendants have agreed to pay \$120,000,000 in cash into an interest-bearing escrow account ("Settlement Fund") for the benefit of the Direct Purchaser Class. If approved by the Court, the Settlement Fund, minus any Court-awarded fees and expenses to Plaintiffs' Counsel, the cost of settlement notice and administration, and a service award to the Plaintiff (the "Net Settlement Fund") will be distributed to Direct Purchaser Class Members who return valid and timely Claim Forms. The distribution will be made on a pro rata basis, consistent with each Direct Purchaser Class Member's aggregate weighted share of the total Direct Purchaser Class purchases of brand Loestrin 24 Fe and Minastrin 24 Fe and generic Loestrin 24 Fe. The Allocation Plan utilizes the weighted totals of each Class Member's purchases of brand Loestrin 24 Fe, brand Minastrin 24 Fe, and generic Loestrin 24 Fe to account for the different amount of alleged overcharge associated with purchases of brand and generic products, with brand unit purchases weighted more than generic unit purchases.

Transactional sales data from the Defendants and manufacturers of generic Loestrin 24 Fe will be used to make these calculations. Class Members will be given the opportunity to provide data or information to supplement or correct this information if they choose. Each Direct Purchaser Class Member will receive a Claim Form pre-populated with information about their purchases for review and signature.

Plaintiffs' Counsel will ask for a service award for the Plaintiff of up to \$100,000 from the Settlement Fund in recognition of its efforts to date on behalf of the Class.

In exchange for the Settlement Fund, Defendants will be released and discharged from all antitrust and similar claims relating to Loestrin 24 Fe, Minastrin 24 Fe, Lo Loestrin Fe and the generic forms of these products ("Releasees" and "Released Claims" as defined in the Settlement Agreement). The full text of the releases is included in the Settlement Agreement, available at [www.Loestrin24AntitrustLitigation.com](http://www.Loestrin24AntitrustLitigation.com).

### **7. When Would I Get My Payment And How Much Would It Be?**

Each Class Member's proportionate, weighted pro rata recovery will be determined using a Court-approved Plan of Allocation. The detailed Plan of Allocation is posted and can be reviewed at [www.Loestrin24AntitrustLitigation.com](http://www.Loestrin24AntitrustLitigation.com). Under the proposed Plan of Allocation, your share of the Net Settlement Fund will depend on the total amount of brand and generic Loestrin 24 Fe and brand Minastrin 24 Fe that you purchased from September 1, 2009 to March 14, 2017 ("Class

Purchases”) weighted to account for the different amount of alleged overcharge associated with purchases of brand and generic products, with brand units weighted more than generic unit purchases. Generally, those who purchased more will get a higher recovery, and those who purchased brand Loestrin 24 Fe and brand Minastrin 24 Fe will get more than those who purchased only generic Loestrin 24 Fe, as alleged overcharge damages on purchases of generic Loestrin 24 Fe were lower than alleged overcharges on purchases of brand Loestrin 24 Fe and brand Minastrin 24 Fe.

Your share of the Net Settlement Fund will also depend on the number of valid claim forms that Class Members submit. If fewer than 100% of the Class Members send in a claim form, you could get a larger pro rata share.

Money from the settlement will only be distributed to Class Members if the Court grants final approval of the settlement. Payment is conditioned on several matters, including the Court’s approval of the settlement and such approval no longer being subject to any appeals to any court or, if there is an appeal, such appeal being final and no longer subject to any further appeal.

The Settlement Agreement may be terminated if the Court does not approve the settlement or materially modifies it. If the Settlement Agreement is terminated, the lawsuit will proceed against Defendants as if such settlement had not been reached.

8. How Can I Get A Payment?

If the settlement is approved by the Court, all Direct Purchaser Settlement Class Members will receive a Claim Form by mail to request a pro rata share of the Net Settlement Fund. Court-approved fees and expenses for the attorneys and a service award to the Plaintiff will also be paid by the Settlement Fund. Transactional sales data from the Defendants and manufacturers of generic Loestrin 24 Fe will be used to make the pro rata share calculations. You will be asked to verify the accuracy of the information in the Claim Form that will be mailed to you if the Court approves the settlement, and to sign and return the form according to the directions on the form. Class Members will be given the opportunity to provide data or information to supplement or correct this information.

Claim forms must be postmarked (with any necessary supporting documentation if the claimant disagrees with the information contained in its claim form) within thirty days of the date the claim forms were mailed. At Class Counsel’s discretion, this deadline may be extended by forty-five days.

## THE LAWYERS REPRESENTING YOU

### 9. Do I Have A Lawyer In This Case?

The Court appointed four law firms to serve as counsel to represent you and all Class Members. Their contact information is as follows (“Class Counsel”):

Thomas M. Sobol  
Kristen A. Johnson  
HAGENS BERMAN SOBOL SHAPIRO LLP  
55 Cambridge Parkway, Suite 301  
Cambridge, MA 02142  
Telephone: (617) 482-3700  
Facsimile: (617) 482-3003

David F. Sorensen  
Ellen T. Noteware  
BERGER MONTAGUE PC  
1818 Market Street, Suite 3600  
Philadelphia, PA 19103  
Telephone: (215) 875-3000  
Facsimile: (215) 875-4604

Joseph H. Meltzer  
Terence S. Ziegler  
KESSLER TOPAZ MELTZER & CHECK LLP  
280 King of Prussia Road  
Radnor, PA 19087  
Telephone: (610) 667-7706  
Facsimile: (610) 667-7056

Peter R. Kohn  
David C. Calvello  
FARUQI & FARUQI LLP  
1617 JFK Boulevard, Suite 1550  
Philadelphia, PA 19103  
Telephone: (215) 277-5770  
Facsimile: (215) 277-5771

### 10. Should I Get My Own Lawyer?

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

### 11. How Will The Lawyers Be Paid?

The Court will be asked to approve reasonable fees and expenses for the lawyers who worked on the case for reimbursement of the litigation expenses they have advanced on behalf of the Class and fees of up to one-third of the Settlement Fund. If the Court grants Class Counsel’s requests, fees and expenses would be deducted from the Settlement Fund. Members of the Class will not have to pay any attorneys’ fees or expenses out of their own pockets.

Any application by Class Counsel for an award of attorneys’ fees, reimbursement of expenses and service award to the Plaintiff will be filed with the Court and made available for download and/or viewing on or before April 20, 2020 on [www.Loestrin24AntitrustLitigation.com](http://www.Loestrin24AntitrustLitigation.com), as well as the offices of the Clerk of Court for the United States District Court for the District of Rhode Island, 1 Exchange Terrace, Providence, RI 02903, during normal business hours.

**OBJECTING TO THE SETTLEMENT**

**12. How Do I Tell The Court That I Do Not Like The Settlement?**

If you are a member of the Direct Purchaser Class, you can object to the settlement if you do not like it. The Court will consider your views. To object, you must send a letter via First Class U.S. Mail saying that you object to the settlement in *In re Loestrin 24 Fe Antitrust Litigation*, Civil Action No. 1:13-md-2472-WES-PAS (D.R.I.). Be sure to include your name, address, telephone number, your signature, and the reasons why you object to the settlement. Mail the objection to all of the following:

<b>Counsel for Defendants</b>	<b>Class Counsel</b>
Peter J. Carney WHITE & CASE LLP 701 Thirteenth Street, NW Washington, DC 20005	Thomas M. Sobol Kristen A. Johnson HAGENS BERMAN SOBOL SHAPIRO LLP 55 Cambridge Parkway, Suite 301 Cambridge, MA 02142  David F. Sorensen Ellen T. Noteware BERGER MONTAGUE PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103  Peter R. Kohn David C. Calvello FARUQI & FARUQI LLP 1617 JFK Boulevard, Suite 1550 Philadelphia, PA 19103  Joseph H. Meltzer Terence S. Ziegler KESSLER TOPAZ MELTZER & CHECK LLP 280 King of Prussia Road Radnor, PA 19087
<b>Clerk of the Court</b>	
Clerk of the United States District Court for the District of Rhode Island United States Courthouse 1 Exchange Terrace Providence, RI 02903	

Your objection **must be postmarked no later than May 11, 2020.**

## THE COURT'S FINAL FAIRNESS HEARING

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

### 13. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Fairness Hearing at 10:00 a.m. on August 27, 2020, in the Courtroom of the United States District Court for the District of Rhode Island, 1 Exchange Terrace, Providence, Rhode Island 02903. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

### 14. Do I Have To Come To The Hearing?

No, you do not have to attend the hearing. Class Counsel will answer any questions that Judge Smith may have. You are welcome to attend at your own expense, however.

If you send an objection, you do not have to come to Court to talk about it. So long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary for you to do so to receive a pro rata share of the Net Settlement Fund.

### 15. May I Speak At The Hearing?

If you are a member of the Direct Purchaser Class, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter via First Class U.S. Mail saying that it is your "Notice of Intention to Appear in *In re Loestrin 24 Fe Antitrust Litigation*, Civil Action No. 1:13-md-2472-WES-PAS." Be sure to include your name, address, telephone number, and your signature, as well as a summary statement outlining your positions and the reasons for them, and copies of any supporting documents or briefs you want the Court to consider. Your Notice of Intention to Appear must be postmarked no later than May 11, 2020, and must be sent to the Clerk of the Court, Class Counsel and Counsel for Defendants, at the addresses set forth in the responses to Question 12.

You cannot speak at the hearing if you do not send a Notice of Intention to Appear.

**IF YOU DO NOTHING**

**16. What Happens If I Do Nothing At All?**

If you are a member of the Direct Purchaser Class and you do nothing, and the Court approves the settlement, then you will remain in the Direct Purchaser Class and be eligible to participate in the settlement as described in this Notice and you will release your claims against Warner Chilcott, Watson, and related entities as described in the Settlement Agreement. However, you will need to complete, sign and return the Claim Form (once it is sent to you) within thirty days in order to obtain a payment.

**GETTING MORE INFORMATION**

**17. How Do I Get More Information?**

For more detailed information about this litigation, please refer to the papers on file in this litigation, which may be inspected at the Office of the Clerk, United States District Court for the District of Rhode Island, United States Courthouse, 1 Exchange Terrace, Providence, Rhode Island 02903 during regular business hours of each business day. You may also get additional information about the settlement by calling or writing to Class Counsel as indicated above, or by visiting [www.Loestrin24AntitrustLitigation.com](http://www.Loestrin24AntitrustLitigation.com), or by writing to the Notice Administrator, RG/2 Claims Administration, at the following address:

RG/2 Claims Administration  
P.O. Box 59479  
Philadelphia, PA 19102-9479

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

DATE: April 6, 2020

BY THE COURT

---

Hon. William E. Smith  
United States District Judge