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IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

IN RE HIV ANTITRUST LITIGATION	Case No. 3:19-cv-02573-EMC **JOINT STATUS REPORT REGARDING CLASS NOTICE**
This Document Relates To: *Staley et al. v. Gilead Sciences, Inc. et al.*, No. 3:19-cv-02573-EMC *KPH Healthcare Services, Inc. v. Gilead Sciences, Inc. et al.*, No. 20-cv-06961-EMC	Ctrm: 5-17th Floor Judge: Honorable Edward M. Chen

Pursuant to the Court's Order on November 14, 2022 (ECF No. 1470, hereinafter the "Order"), End-Payor Plaintiffs Brenda Emily Goodrow, Andrew R. Spieldenner, Ph.D, Fraternal Order of Police, Miami Lodge 20, Insurance Trust Fund, Service Employees International Union, Local No. 1 Health Fund, Josh McDonald, Troy Vazquez-Cain, Teamsters Local 237 Welfare Fund, Teamsters Local 237 Retirees' Benefit Fund, and Pipe Trades Services MN Welfare Fund (together, "EPPs"); Direct Purchaser Plaintiff KPH Healthcare Services, Inc., a/k/a Kinney Drugs, Inc. ("DPPs") (collectively, "Plaintiffs"); and Defendants Gilead Sciences, Inc., Gilead Holdings, LLC, Gilead Sciences, LLC, Gilead Sciences Ireland UC ("Gilead") and Janssen R&D Ireland, Janssen Products, LP, and Johnson & Johnson (collectively, "Janssen") (collectively, "Defendants") (Plaintiffs and Defendants together, the "Parties") hereby submit this joint statement regarding Class Notice.

On September 27, 2022, this Court issued an Order Granting in Part and Denying in Part Motions for Class Certification (ECF No. 1388). That order required that the Parties meet and confer on the appropriate notice plan and notice documents.

After meeting and conferring with Defendants, on October 27, 2022, both the EPPs and DPPs filed unopposed motions to authorize and distribute notice to their respective classes. (ECF Nos. 1440 and 1436, respectfully). In response to these motions, the Court issued its Order on November 14, 2022 requiring the parties to meet and confer to see if they agree to certain edits to their respective notices and notice plans. ECF No. 1470.

The Parties agree to all of the edits to the class notices contained in the Order. The only proviso is that for the EPPs' notice, the addition of the Court's proposed language for the digital notice will not appear when viewed on mobile devices due to ad size. It will appear when viewed from any other device. The Parties also agree to providing class members 45 days to opt out. EPPs' revised notice documents are attached as Exhibits 1-5. DPPs' revised notice document is attached as Exhibit 6.

Dated: November 28, 2022

Respectfully submitted,

HILLIARD & SHADOWEN LLP

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Dated: November 28, 2022

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Dated: November 28, 2022

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FILER'S ATTESTATION

Pursuant to Local Rule 5-1(i)(3) of the Northern District of California, regarding signatures, I, W. Henry Huttinger, attest that concurrence in the filing of this document has been obtained.

Dated: November 28, 2022

/s/ W. Henry Huttinger
W. HENRY HUTTINGER

CERTIFICATE OF SERVICE

I hereby certify that on November 28, 2022 the within document was filed with the Clerk of the Court using CM/ECF which will send notification of such filing to the attorneys of record in this case.

/s/ W. Henry Huttinger
W. HENRY HUTTINGER

EXHIBIT 1

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

NOTICE OF PENDENCY OF CLASS ACTION

If you purchased Atripla®, Biktarvy®, Complera®, Descovy®, Evotaz®, Genvoya®, Odefsey®, Prezcobix®, Stribild®, Symtuza®, Truvada®, or Viread®, a class action lawsuit may affect your rights. If you are a member of one or both class, your legal rights will be affected whether you act or don't act, so please read this notice carefully. You must decide whether to remain a member of the class(es) or to exclude yourself from the class(es).

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.

A lawsuit ("this lawsuit") is pending in the United States District Court for the Northern District of California (the "Court") against the following defendants: Gilead Sciences, Inc., Gilead Holdings, LLC, Gilead Sciences, LLC, and Gilead Sciences Ireland UC ("Gilead"), and Johnson & Johnson, Janssen Products LP, and Janssen R&D Ireland ("Janssen") (collectively, "Defendants"). This lawsuit involves the antiretroviral products Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, and Viread ("Products").

Plaintiffs Brenda Emily Goodrow, Andrew R. Spieldenner, PhD, Josh McDonald, Troy Vazquez-Cain, Fraternal Order of Police, Miami Lodge 20, Insurance Trust Fund, Local No. 1 Health Fund, Teamsters Local 237 Welfare Fund and Teamsters Local 237 Retirees' Benefit Fund, and Pipe Trades Services MN Welfare Fund ("End-Payor Plaintiffs" or "Plaintiffs") filed this lawsuit on behalf of themselves and proposed classes (defined below), claiming that Defendants harmed competition and violated federal and state antitrust laws and state consumer protection laws in the United States and its territories. End-Payor Plaintiffs allege that Defendants engaged in allegedly anticompetitive conduct that caused certain consumers and third-party payors (discussed below) to pay too much for certain of the Products**.** Defendants deny any wrongdoing and contend that their actions have promoted competition.

A settlement has previously been reached with Bristol-Myers Squibb Company and E. R. Squibb & Sons, L.L.C. (collectively, "BMS"), and the Court granted final approval to that settlement and all claims against BMS have been dismissed with prejudice. A settlement has not been reached with, and this lawsuit will continue against, Defendants.

On September 27, 2022, the Court determined that certain claims in this case could proceed as a class action. Your legal rights and options are explained below.

PLEASE NOTE: This lawsuit does not claim that Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, or Viread are unsafe or ineffective.

CERTIFIED CLASSES

The Court has certified three Damages Classes and three Injunctive Classes in this lawsuit (the "Classes"). The Damages Classes are made up of third-party payors ("TPPs") only (*i.e.*, not individual consumers); the Injunctive Classes are made up of both TPPs and consumers.

Damages Classes:

- **The Truvada Class:** All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Truvada, and/or its AB-rated generic equivalent sold by Teva Pharmaceutical Industries Ltd. or its affiliates, in the Specified States[1] for consumption by their members,

[1] The "Specified States" for each of the Damages Classes are: Alabama, Arizona, California, Connecticut, Florida, Hawaii, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, West Virginia, Wisconsin, and the District of Columbia.

employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through May 31, 2021;

- **The Atripla Class:** All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Atripla, and/or its AB-rated generic equivalent sold by Teva Pharmaceutical Industries Ltd. or its affiliates, in the Specified States for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through July 31, 2021; and

- **The Complera Class:** All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Complera in the Specified States for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through September 27, 2022.

Excluded from the Truvada, Atripla, and Complera Classes are: (a) Defendants and their officers, directors, management, employees, subsidiaries, or affiliates; (b) All federal and state government entities, except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (c) Fully insured health plans, *i.e.*, plans for which the insurer bears 100% of the risk for the reimbursement obligations to members; and (d) Pharmacy Benefit Managers.

Injunctive Classes:

- **The Evotaz Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Evotaz for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022;

- **The Prezcobix Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Prezcobix for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022; and

- **The cART Foundation Drug Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of a cART Foundation Drug[2] for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022.

Excluded from each of the Injunctive Classes are: (a) Defendants and their officers, directors, management, employees, subsidiaries, or affiliates; (b) All federal and state government entities, except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (c) Fully insured health plans, *i.e.*, plans for which the insurer bears 100% of the risk for the reimbursement obligations to members; (d) Pharmacy Benefit Managers; and (e) The Judges in this case and any members of their immediate families.

Additionally, excluded from the cART Foundation Drug Injunctive Class are natural persons who have filed a claim for personal injury against any of the defendants or Bristol-Myers Squibb Company or E. R. Squibb & Sons, L.L.C., alleged to be caused by the consumption of a tenofovir-containing product.

[2] For the purposes of this class definition a cART Foundation Drug is any of one or more of: Atripla, Biktarvy, Complera, Descovy, Genvoya, Odefsey, Stribild, Symtuza, Truvada, and Viread.

YOUR LEGAL RIGHTS AND OPTIONS	
If you are a member of one or more of the Damages Classes:	
EXCLUDE YOURSELF FROM THE DAMAGES CLASSES	You may write to the Notice Administrator, A.B. Data, and exclude yourself from the Damages Classes, which allows you to file a lawsuit against Defendants that asserts damages claims related to the allegations or claims in this case. The exclusion deadline is **_____, 2023**. Your identity will not be made public during any part of the exclusion process.
DO NOTHING	If you do nothing, you will be bound by the outcome of the case, whether a judgment is rendered for or against Defendants. Unless you exclude yourself, you will not be able to file a lawsuit or be part of any other lawsuit asserting claims against Defendants concerning or relating to the claims and factual allegations that were or could have been raised in this lawsuit.
If you are a member of one or more of the Injunctive Classes:	
DO NOTHING	You will be bound by the outcome of litigation. You do not have the ability to opt out of the Injunctive Classes.

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

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BASIC INFORMATION ABOUT THIS LAWSUIT

1. **What is this lawsuit about?**

The lawsuit is about the HIV medicines Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, and Viread (the "Products")**.** The End-Payor Plaintiffs (those who brought this lawsuit) allege that the manufacturers of these drugs—Defendants Gilead, Janssen, and BMS (which has settled with Plaintiffs)—impaired or delayed the availability of allegedly less-expensive generic versions of certain of the Products and, more generally, engaged in anticompetitive conduct to keep the prices of certain of the Products high. All of the Defendants deny the essential allegations of the Complaint.

"Fixed Dose Combination" drugs ("FDCs") are single pills that combine more than one active pharmaceutical ingredient. End-Payor Plaintiffs allege that Gilead entered into separate agreements ("FDC Agreements") with each of BMS and Janssen to combine the parties' proprietary ingredients to make and market a total of six FDCs. The Gilead-BMS FDCs are Atripla and Evotaz; the Gilead-Janssen FDCs are Complera, Prezcobix, Odefsey, and Symtuza. End-Payor Plaintiffs allege that each of the FDC Agreements contained what Plaintiffs call "No-Generics Restraints" ("NGRs")—clauses providing that neither party would make the FDC with generic versions of the other's ingredients, even after the first party's patents on those ingredients expired—and that these No-Generics Restraints are unlawful. Gilead, Janssen, and BMS deny that anything about the FDC Agreements is unlawful, and specifically contend that the provisions Plaintiffs call NGRs are narrow, lawful non-compete clauses.

End-Payor Plaintiffs separately allege that Gilead monopolized the cART Foundation Drug market—an alleged market that includes medicines that are often used in combination antiretroviral therapy, usually (but not always) comprising two nucleotide/nucleoside analogue reverse transcriptase inhibitors ("NRTIs") and at least one "third agent," *i.e.*, an antiretroviral drug of another class. End-Payor Plaintiffs allege that as part of this monopolization: (1) Gilead entered into and abided by the NGR provisions in the FDC Agreements; (3) Gilead unlawfully paid a manufacturer of generic drugs, Teva Pharmaceutical Industries Ltd., to delay entering the market with generic versions of Atripla and Truvada; (4) Gilead manipulated the development and marketing of its ingredients tenofovir disoproxil ("TDF") and tenofovir alafenamide ("TAF")—principal NRTIs used in cART regimens—in order to delay generic competition; and (5) Gilead artificially raised the price of Stribild, which contains TDF, in order to encourage patients to switch prescriptions to Genvoya, which contains TAF and has a longer patent term to protect it from generic competition. Defendants contend that they did not engage in this conduct and/or that the conduct they engaged in was procompetitive and lawful. The district court overseeing this litigation has not concluded whether Defendants engaged in the conduct or whether the conduct was unlawful.

End-Payor Plaintiffs claim, among other things, that Class Members incurred financial damages as a result of the challenged conduct by paying too much for Atripla, Truvada, and Complera, and generic equivalent versions of Atripla and Truvada. A redacted public copy of End-Payor Plaintiffs' First Amended Consolidated Class Action Complaint, dated December 15, 2021 (ECF No. 788), is available for download at www.____.com.

Defendants deny all these allegations, including that End-Payor Plaintiffs or Class Members are entitled to damages or other relief. No court or other authority has found that the Defendants engaged in any wrongdoing. As noted above, **this lawsuit does not claim that any of these HIV medicines are unlawful or ineffective.**

2. **What is a class action and who is involved?**

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The Class Representatives who sued—and all the Class Members like them—are called the Plaintiffs. The companies and people they sued (in this case, Gilead, Janssen, and BMS) are called Defendants. One court resolves the issues for everyone in the Classes—except for those people who choose to exclude themselves from the Damages Classes.

3. **What is the current status of this lawsuit?**

End-Payor Plaintiffs have settled their claims against BMS, and those claims have been dismissed with prejudice. A settlement has not been reached with, and this lawsuit will continue against, Defendants Gilead and Janssen. This lawsuit is currently pending in the United States District Court for the Northern District of California before United States District Judge Edward M. Chen. The case name is *In re HIV Antitrust Litigation*, and the civil action number is 3:19-cv-02573-EMC. The Court has set a trial date for March 27, 2023. Any changes to the date or location of the trial will be posted to the website www._____.com. Plaintiffs will have to prove their claims at trial. There is no guarantee that Plaintiffs will win or obtain money for the Classes.

4. **Is there any money available now?**

No money or benefits are available now because the case is not resolved. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to ask for a share. If the litigation is resolved, whether by dismissal, trial, or settlement, and you have not excluded yourself pursuant to this Notice, you may not be given another opportunity to do so.

DETERMINING IF YOU ARE A MEMBER OF ONE OR MORE OF THE CLASSES

5. **How do I know if I am a member of one or more of the Classes?**

The Court has certified three Damages Classes and three Injunctive Classes in this lawsuit (the "Classes"). The Damages Classes are made up of third-party payors ("TPPs") only (*i.e.*, not individual consumers); the Injunctive Classes are made up of both TPPs and consumers.

Damages Classes:

- **The Truvada Class**: All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Truvada sold by Gilead, and/or its AB-rated generic equivalent sold by Teva Pharmaceutical Industries Ltd. or its affiliates, in the Specified States[3] for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through May 31, 2021;

- **The Atripla Class:** All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Atripla sold by Gilead or BMS, and/or its AB-rated generic equivalent sold by Teva Pharmaceutical Industries Ltd. or its affiliates, in the Specified States for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through July 31, 2021; and

- **The Complera Class:** All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Complera in the Specified States for consumption by their

[3] The "Specified States" for each of the Damages Classes are: Alabama, Arizona, California, Connecticut, Florida, Hawaii, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, West Virginia, Wisconsin, and the District of Columbia.

members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through September 27, 2022.

Excluded from the Truvada, Atripla, and Complera Classes are: (a) Defendants and their officers, directors, management, employees, subsidiaries, or affiliates; (b) All federal and state government entities, except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (c) Fully insured health plans, *i.e.*, plans for which the insurer bears 100% of the risk for the reimbursement obligations to members; and (d) Pharmacy Benefit Managers.

Injunctive Classes:

- **The Evotaz Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Evotaz for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022;

- **The Prezcobix Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Prezcobix for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022; and

- **The cART Foundation Drug Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of a cART Foundation Drug[4] for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022.

Excluded from each of the Injunctive Classes are: (a) Defendants and their officers, directors, management, employees, subsidiaries, or affiliates; (b) All federal and state government entities, except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (c) Fully insured health plans, *i.e.*, plans for which the insurer bears 100% of the risk for the reimbursement obligations to members; (d) Pharmacy Benefit Managers; and (e) The Judges in this case and any members of their immediate families. Also excluded from the cART Foundation Drug Injunctive Class are natural persons who have filed a claim for personal injury against any of the defendants or Bristol-Myers Squibb Company or E. R. Squibb & Sons, L.L.C., alleged to be caused by the consumption of a tenofovir-containing product.

Additional information about the Classes, including the Class periods and definitions, is available on the case website at www._____.com.

YOUR OPTIONS AS A MEMBER OF ONE OR MORE OF THE CLASSES

6. How much money can I get?

No money or benefits are available now because the case is not resolved. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to ask for a share. If the litigation is resolved, whether by dismissal, trial, or settlement, and you have not excluded yourself pursuant to this Notice, you may not be given another opportunity to do so.

[4] cART Foundation Drugs are: Atripla (TDF/FTC/EFV) (Gilead/BMS drug); Biktarvy (BIC/TAF/FTC) (Gilead drug); Complera (TDF/FTC/RPV) (Gilead/Janssen drug); Descovy (TAF/FTC) (Gilead drug); Genvoya (TAF/FTC/EVG/COBI) (Gilead/Japan Tobacco drug); Odefsey (TAF/FTC/RPV) (Gilead/Janssen drug); Stribild (TDF/FTC/EVG/COBI) (Gilead/Japan Tobacco drug); Symtuza (TAF/FTC/DRV/COBI) (Gilead/Janssen drug); Truvada (TDF/FTC) (Gilead drug); and Viread (TDF) (Gilead drug).

7. **What are my other options as a member of one or more of the Classes?**

If you are a member of one or more of the Damages Classes, you can exclude yourself from the Classes, or choose to do nothing and remain a member of the class(es). If you are a member of one or more of the Injunctive Classes, you will be bound by the judgment in this litigation; you do not have the ability to opt out of the Injunctive Classes.

8. **What does it mean to request to be excluded from the Classes?**

You can exclude yourself from the Atripla Damages Class, Complera Damages Class, and Truvada Damages Class (the "Damages Classes"). If you are a member of more than one Damages Class, you must either remain in all of the Damages Classes or exclude yourself from all of the Damages Classes. If you do not want to be part of the Damages Classes and you want to keep your right to sue the remaining Defendants (*i.e.*, Gilead and Janssen) for damages in connection with the conduct that was or could have been alleged in *In re HIV Antitrust Litigation,* then you must take steps to remove yourself from the Damages Classes. This is called excluding yourself, or "opting out" of the Damages Classes. If you exclude yourself, you will not receive any payment or anything else from the Damages Classes. You cannot exclude yourself from the cART Foundation, Prezcobix, and/or Evotaz Injunctive Classes.

9. **How do I opt out of the Damages Classes?**

To exclude yourself from the Damages Classes you must send a letter by mail or email saying that you wish to be excluded from the Damages Classes. Be sure to include your name, address, telephone number, and signature, and to specify that you want to exclude yourself from the Damages Classes. Your identity will not be made public as part of the opting out process. The Notice Administrator, the Court, the End-Payor Plaintiffs', and the Defense Counsel for Remaining Defendants will keep that information confidential. You cannot exclude yourself on the telephone. You must mail or email your request for exclusion, postmarked no later than **_____, 2023**, to:

In re HIV Antitrust Litigation
EXCLUSIONS
P.O. Box 173001
Milwaukee, WI 53217
info@_____.com

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

If you exclude yourself, you will not be legally prevented from suing the Defendants for damages concerning or relating to the claims and factual allegations that were or could have been raised in this action.

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

No. Unless you exclude yourself following the instructions above, you will be bound by the outcome of the case, whether by a settlement or by a judgment rendered for or against the Defendants.

12. **Can I exclude myself from the cART Foundation, Prezcobix, and/or Evotaz Injunctive Classes?**

No, you will not be able to exclude yourself from the cART Foundation, Prezcobix, or Evotaz Injunctive Classes. Those Classes do not seek any money damages from the Defendants. Those Classes seek only injunctive relief, *i.e.*, they seek to alter Defendant's future conduct.

IF YOU DO NOTHING

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

If you do nothing, you will remain a member of the class(es) and be bound by the outcome of this lawsuit, whether by a settlement or by a judgment rendered for or against the Defendants. Unless you exclude yourself, you will not be able to file a lawsuit or be part of any other case asserting claims against Defendants concerning or relating to the claims and factual allegations that were or could have been raised in this lawsuit.

THE LAWYERS REPRESENTING YOU

14. **As a member of one or more of the Classes, 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 Classes. These lawyers are called End-Payor Plaintiffs' Counsel. You will not be charged individually for these lawyers.

END-PAYOR PLAINTIFFS' COUNSEL		
Steve W. Berman **HAGENS BERMAN SOBOL SHAPIRO LLP** 1301 Second Avenue, Suite 2000 Seattle, WA 98101 (206) 623-7292	Steve Shadowen **HILLIARD & SHADOWEN LLP** 1135 W. 6th St., Ste. 125 Austin, TX 78703 (855) 344-3298	Daralyn J. Durie **DURIE TANGRI LLP** 217 Leidesdorff Street San Francisco, CA 94111 (415) 362-6666

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

In the event of a judgment against Defendants after trial or by settlement, End-Payor Plaintiffs' Counsel will ask the Court to approve and award attorneys' fees and expenses. They also may ask for service awards for the Class Representatives. The amount of these fees, costs, and awards, if any, will ultimately be determined by the Court.

16. **Should I get my own lawyer?**

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

GETTING MORE INFORMATION

17. **Where do I get more information?**

This Notice contains a summary of relevant court papers. Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the Clerk's office or online at https://pacer.uscourts/gov/. The address is U.S. District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102. Judge Edward M. Chen of the United States District Court for the Northern District of California is overseeing the class action.

Additional information about the class action is available on the case website at www._____.com, or you can call the Notice Administrator toll-free at 1-___-___-____.

Please do not contact the Court or Judge Chen.

18. **Should I contact the Defendants or my doctor concerning the case?**

No. As previously stated, **this lawsuit does not claim that any of Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, or Viread are unsafe or ineffective**. Neither the Defendants, nor your doctor, can provide you with legal advice concerning your options in this lawsuit.

For more information, call the Notice Administrator at 1-___-___-____ or go to www._____.com.

DATED: _____, 202_

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

EXHIBIT 2

If you purchased Atripla®, Biktarvy®, Complera®, Descovy®, Evotaz®, Genvoya®, Odefsey®, Prezcobix®, Stribild®, Symtuza®, Truvada®, or Viread®, a class action lawsuit may affect your rights. If you are a member of one or both classes, your legal rights will be affected whether you act or don't act, so please read this notice carefully. You must decide whether to remain a member of the class(es) or to exclude yourself from the class(es).

A class action lawsuit is pending in the United States District Court for the Northern District of California (the "Court") involving the antiretroviral products Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, and Viread ("Products"). The lawsuit claims that Gilead Sciences, Inc., Gilead Holdings, LLC, Gilead Sciences, LLC, and Gilead Sciences Ireland UC ("Gilead"), and Johnson & Johnson, Janssen Products LP, and Janssen R&D Ireland ("Janssen") (collectively, "Defendants") engaged in allegedly anticompetitive conduct that caused certain consumers and third-party payors to pay too much for certain of the Products**.** Defendants deny any wrongdoing. **PLEASE NOTE: No one is claiming that any of these products is unsafe or ineffective.**

WHO IS INCLUDED IN THE CLASSES?

The Court has certified three Damages Classes and three Injunctive Classes in this lawsuit (the "Classes"). The Damages Classes are made up of third-party payors ("TPPs") only (*i.e.*, not individual consumers); the Injunctive Classes are made up of both TPPs and consumers.

Damages Classes:

- **The Truvada Class:** All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Truvada, and/or its AB-rated generic equivalent sold by Teva Pharmaceutical Industries Ltd. or its affiliates, in the Specified States[1] for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through May 31, 2021;

- **The Atripla Class:** All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Atripla, and/or its AB-rated generic equivalent sold by Teva Pharmaceutical Industries Ltd. or its affiliates, in the Specified States for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through July 31, 2021; and

- **The Complera Class:** All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Complera in the Specified States for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through September 27, 2022.

  Excluded from the Truvada, Atripla, and Complera Classes are: (a) Defendants and their officers, directors, management, employees, subsidiaries, or affiliates; (b) All federal and state government entities, except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (c) Fully insured health plans,

[1] The "Specified States" for each of the Damages Classes are: Alabama, Arizona, California, Connecticut, Florida, Hawaii, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, West Virginia, Wisconsin, and the District of Columbia.

i.e., plans for which the insurer bears 100% of the risk for the reimbursement obligations to members; and (d) Pharmacy Benefit Managers.

Injunctive Classes:

- **The Evotaz Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Evotaz for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022;

- **The Prezcobix Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Prezcobix for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022; and

- **The cART Foundation Drug Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of a cART Foundation Drug[2] for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022.

  Excluded from each of the Injunctive Classes are: (a) Defendants and their officers, directors, management, employees, subsidiaries, or affiliates; (b) All federal and state government entities, except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (c) Fully insured health plans, *i.e.*, plans for which the insurer bears 100% of the risk for the reimbursement obligations to members; (d) Pharmacy Benefit Managers; and (e) The Judges in this case and any members of their immediate families.

  Additionally, excluded from the cART Foundation Drug Injunctive Class are natural persons who have filed a claim for personal injury against any of the Defendants or Bristol-Myers Squibb Company or E. R. Squibb & Sons, L.L.C., alleged to be caused by the consumption of a tenofovir-containing product.

YOUR RIGHTS AND OPTIONS

Your options depend on whether you are a member of one of the Damages Classes or a member of one of the Injunctive Classes. If you are a member of one of the Damages Classes, you have the right to exclude yourself from (to opt out of) the Damages Classes no later than **_____, 2023**. Details on how to request exclusion can be found at www._____.com. If you do nothing, you will remain a member of the class(es) and be bound by the outcome of this lawsuit, whether by a settlement or by a judgment rendered for or against the Defendants. If you are a member of one of the Injunctive Classes, you cannot exclude yourself from the Class.

The deadlines contained in this notice may be amended by Court Order, so check the website for any updates. A trial is scheduled for March 27, 2023 and any updates will be provided on the website.

FOR MORE INFORMATION AND A CLAIM FORM

Visit www._____.com Call 1-___-___-____

[2] For the purposes of this class definition a cART Foundation Drug is any of one or more of: Atripla, Biktarvy, Complera, Descovy, Genvoya, Odefsey, Stribild, Symtuza, Truvada, and Viread.

EXHIBIT 3

LEGAL NOTICE

If you purchased, paid and/or provided reimbursement for some or all of the purchase price of Atripla®, Biktarvy®, Complera®, Descovy®, Evotaz®, Genvoya®, Odefsey®, Prezcobix®, Stribild®, Symtuza®, Truvada®, or Viread®, a class action lawsuit may affect your rights. You must decide whether to remain a member of the class(es) or to exclude yourself from the class(es).

Your rights may be affected by a class action lawsuit regarding the prices paid for the antiretroviral products Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, and Viread (the "Products"). The lawsuit, which is pending in the U.S. District Court for the Northern District of California, alleges that manufacturers of the Products (collectively, "Defendants") and others engaged in allegedly anticompetitive conduct that allegedly caused certain consumers and third-party payors to overpay for certain of the Products. Defendants deny any wrongdoing. **PLEASE NOTE: No one is claiming that any of these Products are unsafe or ineffective.**

The Court has not decided whether Defendants did anything wrong. There is no money available now and no guarantee there will be. This is only a summary. For additional details, please read the Long-Form Notice available to download at www._____.com.

In re HIV Antitrust Litigation
P.O. Box _____
Milwaukee, WI 53217

Postmaster: Please DO NOT Cover Up Barcode

<<Barcode>>
<<Claim ID>>

<<Mailing Address>>

Who Is Included?

The Court has certified three Damages Classes and three Injunctive Classes in this lawsuit (the "Classes"). The Damages Classes (*i.e.*, the Truvada Class, the Atripla Class, and the Complera Class) are made up of third-party payors ("TPPs") only (*i.e.*, not individual consumers); the Injunctive Classes (*i.e.*, the Evotaz Class, the Prezcobix Class, and the cART Foundation Drug Class[1]) are made up of both TPPs and consumers.

With respect to the Damages Classes, the Truvada and Atripla Classes are each defined as follows: entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of (1) the brand product and/or (2) its AB-rated generic equivalent sold by Teva in AL, AZ, CA, CT, FL, HI, IA, KS, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NM, NV, NY, OR, RI, SD, TN, UT, VT, WI, WV, and DC (the "Specified States") for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the periods February 1, 2018 through May 31, 2021 for Truvada and February 1, 2018 through July 31, 2021 for Atripla. The Complera Class is defined as follows: entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Complera in the Specified States for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through September 27, 2022.

The Injunctive Classes are each defined as follows: Persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of the brand product(s) for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022.

A more detailed notice, including the exceptions to Class membership, is available at www._____.com.

Your Rights and Options

Your options depend on whether you are a member of one of the Damages Classes or a member of one of the Injunctive Classes. If you are a member of one of the Damages Classes, you have the right to exclude yourself from (to opt out of) the Damages Classes no later than _____. Details on how to request exclusion from the Damages Classes can be found at www._____.com. If you do nothing, you will remain a member of the class(es) and be bound by the outcome of this lawsuit, whether by a settlement or by a judgment rendered for or against the Defendants. If you are a member of one of the Injunctive Classes, you cannot exclude yourself from the Class.

Want More Information?

Go to www._____.com. You may also contact the Notice Administrator, by mail at In re HIV Antitrust Litigation, et al., P.O. Box _____, Milwaukee, WI 53217, email at info@_____.com, or phone at 8__-___-____. The deadlines contained in this notice may be amended by Court Order, so check the website for any updates. A trial is scheduled for March 27, 2023, and any updates will be provided on the website.

Please do not call the Court or the Clerk of the Court for information about the lawsuit.

[1] For the purposes of this class definition a cART Foundation drug is any of one or more of: Atripla, Biktarvy, Complera, Descovy, Genvoya, Odefsey, Stribild, Symtuza, Truvada, and Viread.

EXHIBIT 4

LEGAL NOTICE

If you are a local governmental entity—such as a city, town, municipality, or county—with a *self-funded prescription drug plan* and purchased, paid and/or provided reimbursement for some or all of the purchase price of Atripla®, Biktarvy®, Complera®, Descovy®, Evotaz®, Genvoya®, Odefsey®, Prezcobix®, Stribild®, Symtuza®, Truvada®, or Viread®, a class action lawsuit may affect your rights. You must decide whether to remain a member of the class(es) or to exclude yourself from the class(es).

Your rights may be affected by a class action lawsuit regarding the prices paid for the antiretroviral products Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, and Viread (the "Products"). The lawsuit, which is pending in the U.S. District Court for the Northern District of California, alleges that manufacturers of the Products (collectively, "Defendants") and others engaged in allegedly anticompetitive conduct that allegedly caused certain consumers and third-party payors to overpay for certain of the Products**.** Defendants deny any wrongdoing. **PLEASE NOTE: No one is claiming that any of these Products are unsafe or ineffective.**

The Court has not decided whether Defendants did anything wrong. There is no money available now and no guarantee there will be. This is only a summary. For additional details, please read the Long-Form Notice available to download at www._____.com.

In re HIV Antitrust Litigation
P.O. Box _____
Milwaukee, WI 53217

Postmaster: Please DO NOT Cover Up Barcode

<<Barcode>>
<<Claim ID>>

<<Mailing Address>>

Who Is Included?

The Court has certified three Damages Classes and three Injunctive Classes in this lawsuit (the "Classes"). The Damages Classes (*i.e.*, the Truvada Class, the Atripla Class and the Complera Class) are made up of third-party payors ("TPPs") including cities, towns, municipalities, and counties with self-funded prescription drug plans only (*i.e.*, not individual consumers); the Injunctive Classes (*i.e.*, the Evotaz Class, the Prezcobix Class, and the cART Foundation Drug Class[1]) are made up of both TPPs and consumers.

With respect to the Damages Classes, the Truvada and Atripla Classes are each defined as follows: entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of (1) the brand product and/or (2) its AB-rated generic equivalent sold by Teva in AL, AZ, CA, CT, FL, HI, IA, KS, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NM, NV, NY, OR, RI, SD, TN, UT, VT, WI, WV, and DC (the "Specified States") for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the periods February 1, 2018 through May 31, 2021 for Truvada and February 1, 2018 through July 31, 2021 for Atripla. The Complera Class is defined as follows: entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Complera in the Specified States for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through September 27, 2022.

The Injunctive Classes are each defined as follows: Persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of the brand drug(s) for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022.

A more detailed notice, including the exceptions to Class membership, is available at www._____.com.

Your Rights and Options

Your options depend on whether you are a member of one of the Damages Classes or a member of one of the Injunctive Classes. If you are a member of one of the Damages Classes, you have the right to exclude yourself from (to opt out of) the Damages Classes no later than _____. Details on how to request exclusion from the Damages Classes can be found at www._____.com. If you do nothing, you will remain a member of the class(es) and be bound by the outcome of this lawsuit, whether by a settlement or by a judgment rendered for or against the Defendants. If you are a member of one of the Injunctive Classes, you cannot exclude yourself from the Class.

Want More Information?

Go to www._____.com. You may also contact the Notice Administrator, by mail at In re HIV Antitrust Litigation, P.O. Box _____, Milwaukee, WI 53217, email at info@_____.com, or phone at 8__-___-____. The deadlines contained in this notice may be amended by Court Order, so check the website for any updates. A trial is scheduled for March 27, 2023, and any updates will be provided on the website.

Please do not call the Court or the Clerk of the Court for information about the lawsuit.

[1] For the purposes of this class definition a cART Foundation Drug is any of one or more of: Atripla, Biktarvy, Complera, Descovy, Genvoya, Odefsey, Stribild, Symtuza, Truvada, and Viread.

EXHIBIT 5

_____, 2022

via USPS Priority Mail

Re: *In re HIV Antitrust Litigation,* Case No. 3:19-cv-02573-EMC (N.D. Ca.)

Dear Sir or Madam:

Notice Administrator A.B. Data, Ltd., on behalf of End-Payor Plaintiffs' Counsel in the above-referenced action (the "Action"), is requesting your assistance in dissemination of the enclosed notice to local governmental entities—such as cities, towns, municipalities, or counties—with *self-funded prescription drug plans*. Pursuant to the class certification order in the Action, such local government entities may be members of certified classes seeking damages and/or injunctive relief (the "Classes").

Pursuant to the attached notice, certain members of the Classes have the opportunity to opt out of the Classes no later than ____, 2023. We understand that your office may have the appropriate point of contact and/or contact information for representatives of local government entities within your jurisdiction. To the extent information is available to you, we request your assistance in forwarding the enclosed notice to potential members of the Classes by mail, email, or other method. You can also contact us about whom you believe are potential members of the Classes, and we will contact them and send them the notice.

If you have any questions regarding the details of the Action, please contact End-Payor Plaintiffs' Counsel at:

<<law firm contact>>

For questions regarding this notice, please contact A.B. Data, Ltd.

Sincerely,

A.B. Data, Ltd.
Notice Administrator on behalf of End-Payor Plaintiffs' Counsel
600 A.B. Data Drive
Milwaukee, WI 53217
561-252-7720

EXHIBIT 6

COURT-ORDERED LEGAL NOTICE
UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

If you purchased brand or generic Atripla® (efavirenz/emtricitabine/tenofovir disoproxil fumarate) or brand or generic Truvada® (emtricitabine/tenofovir disoproxil fumarate) directly from the manufacturer, a class action lawsuit could affect your rights.

If you are a member of one or both classes, your legal rights will be affected whether you act or don't act, so please read this notice carefully. You must decide whether to remain a member of the class(es) or to exclude yourself from the class(es).

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

- The purpose of this notice is to alert you about a Class Action Lawsuit (the "Lawsuit") brought by Direct Purchasers of brand or generic Atripla (600 mg of efavirenz/200 mg of emtricitabine/300 mg of tenofovir disoproxil fumarate) or brand or generic Truvada (200 mg of emtricitabine/300 mg of tenofovir disoproxil fumarate). This Lawsuit concerns only Direct Purchasers, which are typically pharmaceutical wholesalers.

- The Lawsuit asserts that Gilead Sciences, Inc.; Gilead Holdings, LLC; Gilead Sciences, LLC; Gilead Sciences Ireland UC ("Gilead") and Bristol-Myers Squibb Company and E. R. Squibb & Sons, L.L.C. ("BMS") (collectively, "Defendants") violated antitrust laws by delaying generic competition for Atripla and Truvada, which caused direct purchasers to pay too much for those products. Defendants deny any wrongdoing. A proposed settlement has been reached with BMS. The Lawsuit remains ongoing against Gilead.

- The Court has determined that the 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. There are two classes:

> **Atripla Class**: All persons or entities in the United States and its territories who purchased Atripla or generic Atripla directly from any Defendants or any brand or generic drug manufacturer from February 1, 2018 until September 27, 2022.

Truvada Class: All persons or entities in the United States and its territories who purchased Truvada or generic Truvada directly from any Defendants or any brand or generic drug manufacturer from February 1, 2018 until September 27, 2022.

Excluded from the Classes are: (1) BMS, Gilead, and their officers, directors, employees, subsidiaries, and affiliates; (2) federal, state, and local governmental entities; and (3) any judicial officer presiding over the litigation and members of their immediate families and judicial staff.

- If you are a member of the Atripla Class or the Truvada Class (collectively, "Direct Purchaser Class"), your legal rights will be affected whether you act or don't act, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS	
DO NOTHING	If you do nothing, you will remain in the Direct Purchaser Class, and you may be entitled to share in any recovery that may come from a trial or settlement with Gilead. All the Court's orders will apply to you and will legally bind you. You will not be able to start another lawsuit, continue another lawsuit, or be part of any other lawsuit against Gilead relating to the legal and factual issues in this case.
EXCLUDE YOURSELF FROM THE CLASS	You may choose to exclude yourself (i.e., "opt out") from the Direct Purchaser Class. If you decide to exclude yourself, you will not be bound by any decision in this Lawsuit. This is the only option that may allow you to bring, continue, or be part of any other lawsuit against Gilead relating to the legal and factual issues in this case.

- These rights and options – and the deadlines to exercise them – are explained in this notice. If you would like to obtain more information about the Lawsuit, you can review the website: WEBSITE. You may also send questions to the lawyers identified in Question 6 of this notice.

TABLE OF CONTENTS

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

You received this notice because according to sales records of Gilead and certain generic manufacturers, you may have purchased brand or generic Atripla (600 mg of efavirenz/200 mg of emtricitabine/300 mg of tenofovir disoproxil fumarate) or brand or generic Truvada (200 mg of emtricitabine/300 mg of tenofovir disoproxil fumarate) directly from the manufacturer at some point between February 1, 2018 and September 27, 2022, and therefore you may be a member of the Direct Purchaser Class.

2. WHAT IS THIS LAWSUIT ABOUT?

This Lawsuit is a class action known as *KPH Healthcare Services, Inc. v. Gilead Sciences, Inc.*, No. 20-cv-06961-EMC (N.D. Cal.). It has been coordinated with *In re HIV Antitrust Litig.*, No. 19-cv-02573-EMC (N.D. Cal.). Judge Edward M. Chen of the United States District Court for the Northern District of California is overseeing the Lawsuit.

The Direct Purchaser Class alleges that Gilead violated federal antitrust laws by engaging in unlawful conduct to delay competition of generic versions of the HIV medications Atripla and Truvada. The Direct Purchaser Class alleges that Gilead entered into a "reverse payment" settlement with Teva Pharmaceuticals ("Teva"), through which it paid Teva to delay entry of its generic versions of Atripla and Truvada. The Direct Purchaser Class also alleges that this arrangement resulted in direct purchasers of Atripla, Truvada, and their generic equivalents paying overcharges.

Gilead denies these allegations and denies that any Class Member is entitled to damages or any other relief. Gilead also denies that any of its conduct violated any applicable law or regulation.

No court or other authority has determined whether the Direct Purchaser Class or Gilead is correct, or whether Gilead violated any laws, and no trial has been held. This notice is not an expression of any opinion by the Court as to the merits of the claims of the Direct Purchaser Class or the defenses asserted by Gilead.

3. WHY IS THIS LAWSUIT A CLASS ACTION?

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 Representative is KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc. ("KPH").

The Class Representative and the entities on whose behalf it has sued together constitute the "Class" or "Class Members." They are also called the "Direct Purchaser Class" or "Plaintiffs." Their attorneys are called "Plaintiffs' Counsel," "Co-Lead Counsel for the Class," or "Class Counsel."

The companies that have been sued are called the "Defendants." In this case, the Defendants are Gilead Sciences, Inc.; Gilead Holdings, LLC; Gilead Sciences, LLC; Gilead Sciences Ireland UC ("Gilead") and Bristol-Myers Squibb Company and E. R. Squibb & Sons, L.L.C. ("BMS"). A proposed settlement has been reached with BMS. The Lawsuit remains ongoing against Gilead.

In a class action lawsuit, one court resolves the issues for all Class Members, except for those who exclude themselves (i.e., "opt out") from the Class. The District Court, by an order filed on September 27, 2022, has determined that the Lawsuit by the Direct Purchaser Class against Gilead can proceed as a class action. A copy of the District Court's class certification order may be found on the website developed for this litigation: WEBSITE.

Specifically, the Court has found that:

- The number of Class Members is so numerous that joining them all in one suit is impracticable.
- Class members share common legal and 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 Members.
- The Class Representative and the lawyers representing the Class will fairly and adequately protect the Class's interests.
- Classwide issues predominate over any questions affecting only individual members of the class, and this class action is a superior method to fairly and efficiently adjudicate this controversy.

WHO IS IN THE DIRECT PURCHASER CLASS?

4. AM I PART OF THE DIRECT PURCHASER CLASS?

You are in the Class if you are a person or entity in the United States or its territories that purchased brand or generic Atripla or brand or generic Truvada directly from the manufacturer at any time from February 1, 2018 until September 27, 2022.

Excluded from the Class are: (1) BMS, Gilead, and their officers, directors, employees, subsidiaries, and affiliates; (2) federal, state, and local governmental entities; and (3) any judicial officer presiding over the litigation and members of their immediate families and judicial staff.

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 6 below. If you wish to exclude yourself from the Class, please refer to Question 5 below.

EXCLUDING YOURSELF FROM THE DIRECT PURCHASER CLASS

5. CAN I GET OUT OF THE LAWSUIT?

Yes, if you exclude yourself (i.e., "opt out") from the Direct Purchaser Class on or before 45 days from the date this notice mailed.

To be excluded from the class, you must send a letter via first-class U.S. mail *or* by email (though we *recommend* you do both) saying you want to exclude yourself from the Direct Purchaser Class in *In re HIV Antitrust Litigation*, No. 19-cv-02573-EMC (N.D. Cal.). Be sure to include your name, address, telephone number, email address, and your signature. Mail or email the exclusion to the Claims Administrator at the following address:

HIV Antitrust Litigation
Claims Administrator
ATTN: Exclusions
P.O. Box 990
Core Madera, CA 94976
EMAIL

Your letter or email requesting exclusion must be postmarked or emailed no later than [DATE], which is 45 days from the date this notice mailed. If there is any dispute regarding your request to be excluded, it will be resolved by the Court.

If your right to recover stems from your own qualifying purchases of brand or generic Atripla or brand or generic Truvada, no more is required of you.

If you wish to be excluded from the class and have been assigned all of the antitrust rights of a person or entity that would have otherwise been a member of the class, you must ultimately also provide a copy of the assignment of claims. If you fail to provide a copy, you may be subject to limited discovery to confirm the assignment.

If you wish to be excluded from the class and you are a partial assignee (i.e., if the entity that assigned antitrust claims to you retained some portion of its antitrust claims and remains a class member), you must ultimately also provide (a) a copy of the assignment of claims, and (b) data identifying the purchases you made from your assignor that you contend define the scope of the assigned claims. If you fail to provide these materials, you may be subject to limited discovery to confirm the assignment and the scope of the assignment.

If you exclude yourself from the Direct Purchaser Class, you will not be legally bound by anything that happens in this Lawsuit. If you exclude yourself from the Direct Purchaser Class so you can start or continue your own lawsuit against Gilead, or be part of any other lawsuit against Gilead relating to the legal and factual issues in this case, you should talk to your own lawyer because your claims will be subject to a statute of limitations, which means that your claims may be subject to expiration without timely action.

If you do not exclude yourself from the Direct Purchaser Class, you will keep the right to a share of any recovery that may come from a trial or settlement of this Lawsuit. You will not be able to start, continue, or be part of any other lawsuit against Gilead about the legal or factual issues in this case. All the Court's orders in the Lawsuit will apply to you and legally bind you. You also will be bound by any judgment in the Lawsuit.

THE LAWYERS REPRESENTING THE CLASS

6. DO I HAVE A LAWYER IN THIS CASE?

The Court appointed the following attorneys as Class Counsel:

Michael L. Roberts
Erich P. Schork
Sarah E. DeLoach
ROBERTS LAW FIRM US, PC
1920 McKinney Avenue, Suite 700
Dallas, Texas 75201
Telephone: 501-952-8558
Email: mikeroberts@robertslawfirm.us

Dianne M. Nast
Michele S. Burkholder
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NASTLAW LLC
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HAUSFELD LLP
325 Chestnut Street, Suite 900
Philadelphia, PA 19106
Telephone: 215-985-3270
Email: blandau@hausfeld.com

Francis O. Scarpulla
LAW OFFICES OF FRANCIS O. SCARPULLA
3708 Clay Street
San Francisco, CA 94118
Telephone: 415-751-4193
Email: fos@scarpullalaw.com

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

7. SHOULD I GET MY OWN LAWYER?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. However, if you wish to do so, you may retain your own lawyer at your own expense.

8. HOW WILL THE LAWYERS BE PAID?

If Class Counsel achieves a recovery for the Class, for example by way of settlement or after winning at trial, they will ask the Court to approve reasonable attorneys' fees, as well as reimbursement of expenses Class Counsel have advanced on behalf of the Class. If the Court grants Class Counsel's requests, fees and expenses would either be deducted from any money obtained for the Class, or the Court may order Gilead to pay attorneys' fees and costs in addition to any damage award to the Class. Class Members will not have to pay any attorneys' fees or expenses except out of money obtained for the Class.

THE TRIAL

9. HOW AND WHEN WILL THE COURT DECIDE WHO IS RIGHT?

If the claims against Gilead are not resolved by settlement or otherwise, Class Counsel will have to prove the claims of the Direct Purchaser Class at trial. A jury trial is scheduled to begin on March 27, 2023. Class Counsel will present the case for the Direct Purchaser Class, and counsel for Gilead will present Gilead's defenses. There is no guarantee that the Direct Purchaser Class will win, or that they will get any money. Any judgment will be binding on all members of the Direct Purchaser Class who have not opted out, regardless of who wins.

10. DO I HAVE TO COME TO THE TRIAL?

You do not need to attend the trial, but you and/or your own lawyer are welcome to attend at your own expense. If the Direct Purchaser Class obtains money or benefits as a result of the trial or settlement, you will be notified about how to participate. We do not know how long this will take.

IF YOU DO NOTHING

11. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will keep the right to a share of any recovery that may come from a trial or settlement of this Lawsuit. You will not be able to start another lawsuit, continue another lawsuit, or be part of any other lawsuit against Gilead about the legal and factual issues in this case. All the Court's orders in this Lawsuit will apply to you and legally bind you. You will also be bound by any judgment in the Lawsuit.

GETTING MORE INFORMATION

12. HOW DO I GET MORE INFORMATION?

For more detailed information about this litigation, please: (1) refer to the class website developed for this litigation: WEBSITE; (2) call or write to Class Counsel using the contact information in Question 6 of this notice; (3) access the Court docket for this case and view selected filings, for a fee, through the Court's PACER system at https://ecf.cand.uscourts.gov; or (4) visit the Office of the Clerk of Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102-3489 between 9:00 a.m. and 4:00 p.m. on Monday through Friday, excluding Court holidays.

PLEASE DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

DATE: _____, 2022

BY THE COURT
Honorable Edward M. Chen
United States District Judge
Northern District of California