

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 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	<p>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.</p> <p>All the Court’s orders will apply to you and will legally bind you.</p> <p>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.</p>
EXCLUDE YOURSELF FROM THE CLASS	<p>You may choose to exclude yourself (i.e., “opt out”) from the Direct Purchaser Class.</p> <p>If you decide to exclude yourself, you will not be bound by any decision in this Lawsuit.</p> <p>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.</p>

- 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: www.HIVDirectPurchaserClass.com. You may also send questions to the lawyers identified in Question 6 of this notice.

TABLE OF CONTENTS

BASIC INFORMATION PAGE 3

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this lawsuit a class action?

WHO IS IN THE DIRECT PURCHASER CLASS? PAGE 4

4. Am I part of the Direct Purchaser Class?

EXCLUDING YOURSELF FROM THE DIRECT PURCHASER CLASS PAGE 4

5. Can I get out of the lawsuit?

THE LAWYERS REPRESENTING THE CLASS PAGE 5

6. Do I have a lawyer in this case?
7. Should I get my own lawyer?
8. How will the lawyers be paid?

THE TRIAL..... PAGE 6

9. How and when will the Court decide who is right?
10. Do I have to come to the trial?

IF YOU DO NOTHING PAGE 6

11. What happens if I do nothing at all?

GETTING MORE INFORMATION PAGE 6

12. How do I get more information?

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 from February 1, 2018 until 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 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: www.HIVDirectPurchaserClass.com.

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 February 3, 2023.

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) stating 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 Administrator
ATTN: Exclusions
P.O. Box 990
Corte Madera, CA 94976-0990
Email: info@HIVDirectPurchaserClass.com

Your letter or email requesting exclusion must be postmarked or emailed no later than February 3, 2023. 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:

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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 tentatively 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: www.HIVDirectPurchaserClass.com; (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: December 16, 2022

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