

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND

**NOTICE OF CLASS ACTION AND OF PROPOSED END-PAYOR SETTLEMENTS**

**If you purchased Loestrin 24 Fe, Minastrin 24 Fe or their generic versions,  
the settlement of a class action lawsuit may affect your rights.**

*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 is pending in the United States District Court for the District of Rhode Island (“the Court”) against the Warner Chilcott, Watson and Lupin Defendants (defined below) (collectively, “Defendants”). Plaintiffs City of Providence, A.F. of L. - A.G.C. Building Trades Welfare Plan, Allied Services Division Welfare Fund, Electrical Workers 242 and 294 Health & Welfare Fund, Fraternal Order of Police, Fort Lauderdale Lodge 31, Insurance Trust Fund, Laborers International Union of North America, Local 35 Health Care Fund, Painters District Council No. 30 Health & Welfare Fund, Teamsters Local 237 Welfare Benefits Fund, United Food and Commercial Workers Local 1776 & Participating Employers Health and Welfare Fund (together, the “TPP Named Plaintiffs”), Denise Loy and Mary Alexander (“Consumer Named Plaintiffs” and, together with the TPP Named Plaintiffs, “End-Payor Plaintiffs”) filed this lawsuit on behalf of themselves and a proposed class, claiming that Defendants harmed competition and violated federal and/or state antitrust, consumer protection, and unjust enrichment laws in the United States and its territories (the “End-Payor Class Action”). End-Payor Plaintiffs also allege that Defendants unlawfully delayed the availability of allegedly less expensive generic versions of Loestrin 24 Fe and Minastrin 24 Fe and that Defendants’ conduct caused certain consumers and third-party payors (“TPPs”) (discussed below) to pay too much for Loestrin 24 Fe, Minastrin 24 Fe, and their generic equivalents in these states and territories. Defendants deny any wrongdoing. The Court certified a TPP class (the “TPP Class”).

Settlements have been reached with the Lupin Defendants, including Lupin Ltd. and Lupin Pharmaceuticals, Inc. (the “Lupin Settlement”), and the Warner Chilcott Defendants, including: Defendants Warner Chilcott Co., LLC f/k/a Warner Chilcott Co., Inc., Warner Chilcott (US), LLC, Warner Chilcott Sales (US), LLC, and Watson Laboratories, Inc.; related Warner Chilcott and Watson 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, Warner Chilcott Limited, and Watson Pharmaceuticals, Inc.; and parent entity Allergan plc<sup>1</sup> (the “Warner Chilcott Settlement”), to dismiss all claims against them with prejudice.

This Notice (the “Settlement Notice”) provides notice of the proposed Lupin Settlement on behalf of the members of the Proposed Lupin Settlement Class (defined below) and the proposed Warner Chilcott Settlement on behalf of the TPP Class (together, the “Classes”). If you are a member of the Lupin Settlement Class or the TPP Class (together, the “Settlement Classes”), you may object to that Settlement.

Generally, for the Lupin Settlement, you are included in the Lupin Settlement Class if you purchased, paid, and/or provided reimbursement for some or all of the purchase price of Loestrin 24 Fe, Minastrin 24 Fe, and/or their generic equivalents, other than for resale, in the United States and its territories, from September 1, 2009 through and until May 2, 2019. Consumers and Third-Party Payors are members of the Lupin Settlement Class.

The Warner Chilcott Settlement includes only the TPP Class, and you are generally included in the TPP Class if you are a TPP (such as a self-insured health plan) that purchased, paid, and/or provided reimbursement for some or all of the purchase price for Loestrin 24 Fe, Minastrin 24 Fe, and/or generic versions of these drugs, for consumption by your members, employees, insureds, participants, or beneficiaries, other than for resale, in the United States and its territories, from September 1, 2009 through and until September 17, 2019. Additional information on who is included can be found in Question 6 of this Notice.

*This lawsuit does not claim that Loestrin 24 Fe or Minastrin 24 Fe are unsafe or ineffective.*

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<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.

## YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENTS

<b>EXCLUDE YOURSELF FROM THE LUPIN SETTLEMENT CLASS</b>	This option allows you, if you are a consumer, to exclude yourself from the Lupin Settlement Class and instead file a lawsuit against Lupin that asserts claims related to the allegations or claims in this case. The exclusion deadline for the Lupin Settlement Class is <b>June 22, 2020</b> .
<b>OBJECT TO THE SETTLEMENTS</b>	Do not exclude yourself. Write to the Court and explain what you do not like about the Settlements. The objection deadline is <b>June 22, 2020</b> .
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlements. Your notice of intention to appear at the Final Approval Hearing must be postmarked no later than <b>June 22, 2020</b> .
<b>DO NOTHING</b>	Give up rights to be part of any other lawsuit that asserts claims related to the allegations or claims against the Lupin or Warner Chilcott Defendants in this case.

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

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<b>BASIC INFORMATION ABOUT THE LAWSUIT AND SETTLEMENTS</b>
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**1. Why did I get this Notice?**

You received this Notice because you requested it or records indicate that you may be a member of the Lupin Settlement Class or the TPP Class. Settlements have been reached with the Lupin and Warner Chilcott Defendants. All Defendants deny any wrongdoing. You are not being sued. This Notice describes the lawsuit, the settlement of this case, and the rights and options you have now.

**2. What is the lawsuit about?**

The lawsuit is about the price of Loestrin 24 Fe and Minastrin 24 Fe and whether the manufacturer of these drugs, Warner Chilcott Defendants, and generic manufacturers, Watson Defendants and Lupin Defendants, impaired or delayed the availability of allegedly less expensive generic versions. End-Payor Plaintiffs (those who brought the suit) allege 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.” End-Payor Plaintiffs allege that, after generic manufacturers Watson, Lupin, 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. End-Payor Plaintiffs allege that Warner Chilcott later settled the baseless patent infringement lawsuit by entering into illegal reverse payment agreements with Watson and Lupin whereby Warner Chilcott paid Watson and Lupin to delay the launch of their generic Loestrin 24 Fe products for more than four years. End-Payor Plaintiffs allege that, just prior to the launch of generic Loestrin 24 Fe, 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 Plaintiffs allege was otherwise indistinguishable and offered no additional benefit over Loestrin 24 Fe.

End-Payor Plaintiffs claim that class members were injured as a result of the challenged conduct by paying more for Loestrin 24 Fe, Minastrin 24 Fe, and their generic equivalents. A redacted public copy of End-Payor Plaintiffs’ Second Amended Consolidated Class Action Complaint, dated May 9, 2016 (ECF No. 165), is available for download at [www.InReLoestrin24FeAntitrustLitigation.com](http://www.InReLoestrin24FeAntitrustLitigation.com).

Defendants deny all these allegations, including that End-Payor Plaintiffs or class members are entitled to damages or other relief. Defendants 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. Defendants 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. Defendants 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, Defendants respond that no patients or pharmaceutical purchasers paid higher prices or suffered any harm as a result of Defendants’ alleged conduct. No court or other authority has found that the Lupin and Warner Chilcott Defendants engaged in any wrongdoing.

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

End-Payor Plaintiffs have agreed to Settlements with the Lupin and Warner Chilcott Defendants. The lawsuit is currently pending in the United States District Court for the District of Rhode Island before United States District Judge William E. Smith. The case name is *In re Loestrin 24 Fe Antitrust Litigation*, MDL No. 2472 (D.R.I.), and

the civil action number is 1:13-md-02472-WES-PAS. The Court has set a Final Fairness Hearing for the proposed Settlements on August 27, 2020.

**4. What do the Settlements provide?**

To settle this lawsuit as it pertains to the Lupin Defendants, they agreed: (a) to provide certain evidentiary certifications that the End-Payor Plaintiffs could use during the End-Payor Plaintiffs' case against the Warner Chilcott Defendants; and (b) to deposit a total amount of \$1,000,000 into a Settlement Fund.

To settle this lawsuit as it pertains to the Warner Chilcott Defendants, they agreed to deposit a total amount of \$62,500,000 into a Settlement Fund.

If the Settlements are approved by the Court and become final, Plaintiffs' Class Counsel will seek approval from the Court to obtain from the Settlement Fund: (i) reimbursement of reasonable costs and expenses incurred by Counsel in connection with the Settlements and the litigation, including payment of the cost of notice of the Settlements to the Classes, administration of the Settlement Fund, escrow administration and taxes; (ii) attorneys' fees (in connection with the Warner Chilcott Settlement only; no attorneys' fees are requested in connection with the Lupin Settlement); and (iii) payment for service awards to the Plaintiffs in recognition of their efforts to date on behalf of the Lupin Settlement Class and TPP Class.

Any remainder in the Settlement Fund from the Lupin Settlement, after the payment of the above, may be subject to *cy pres* distribution in accordance with a Court Order.

Any remainder in the Settlement Fund from the Warner Chilcott Settlement, after the payment of the above, may be distributed to the TPP Class in a manner approved by the Court.

The Lupin and Warner Chilcott Defendants have agreed to these settlement amounts as a compromise of disputed claims and in order to avoid the risks and costs of further litigation, and expressly deny that they did anything wrong or that they are liable to the Plaintiffs or the Lupin Settlement Class and TPP Class.

**5. What are members of the Classes giving up in exchange for the Settlements?**

In exchange for the Settlements, members of the Classes will agree to a "Release of Claims" against the Defendants as follows:

(a) If and when the Settlements with the Defendants become final (the "Effective Date"), Plaintiffs and all members of the respective Settlement Classes (on behalf of themselves and their respective past and present parents, subsidiaries, and affiliates, as well as their past and present general and limited partners, officers, directors, employees, agents, attorneys, servants, predecessors, successors, heirs, executors, administrators, and representatives), except those who have requested exclusion from the Class and such request has been approved by the Court, shall unconditionally, fully and finally release and forever discharge the Defendants, any past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, trustees, associates, attorneys and any of their legal representatives, or any other representatives thereof (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing) (the "Released Parties") from the End-Payor Class Action, including from any and all manner of claims, rights, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including costs, expenses, penalties and attorneys' fees, accrued in whole or in part, in law or equity, that Plaintiffs or any member or members of the respective Classes (including any of their past, present, or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such) (the "Releasers"), whether or not they object to the Settlement Agreements, ever had, now has, or hereafter can, shall or may have, indirectly, representatively, derivatively or in any other capacity, arising out of or relating in any way to any claim under federal or state laws that was alleged or could have been alleged in the End-Payor Class Action, prior to the date of these Settlements, including but not limited to:

- (i) the allegations and claims in End-Payor Plaintiffs' Second Amended Consolidated Class Action Complaint dated May 9, 2016 [Doc. #165] or any prior complaints filed by End-Payor Plaintiffs, and any expert reports or other documents filed with the Court;
- (ii) the alleged delay or impairment to the entry of generic Loestrin 24 Fe, Minastrin 24 Fe, or Lo Loestrin Fe;
- (iii) the alleged conduct with respect to the procurement, maintenance, and enforcement of United States Patent Number 5,552,394, including but not limited to claims of *Walker Process* fraud, sham or fraudulent patent listings in the Orange Book, and sham patent litigations;
- (iv) the alleged "reverse payment" or conspiracies related to the patent settlements;
- (v) the alleged "product hopping," from one brand drug to another brand drug, such as "hard switches" and/or "soft switches"; and
- (vi) the manufacture, sale, pricing, marketing or distribution of Loestrin 24 Fe, Minastrin 24 Fe, Lo Loestrin Fe, or their generic equivalents, including allegedly making false statements or engaging in fraudulent marketing conduct, illegal tactics to increase market share and/or violating anti-kickback laws, except as provided for in paragraph 13 of the Lupin and Warner Chilcott Settlement Agreements (the "Released Claims").

Releasors covenant and agree that each shall not sue or otherwise seek to establish or impose liability against any Released Party based, in whole or in part, on any of the Released Claims. For the avoidance of doubt, the release applies, without limitation, to any conduct relating to the procurement, maintenance, or enforcement of United States Patent 5,552,394, including any commencement, maintenance, defense, or other participation in litigation concerning any such patent, as well as any "product hopping" that was alleged in, could be fairly characterized as being alleged in, is related to an allegation made in, or could have been alleged in the End-Payor Class Action. For the avoidance of doubt, the Warner Chilcott Settlement Class does not include a release of claims with respect to consumers.

(b) In addition, Plaintiffs on behalf of themselves and all other Releasors, expressly waive, release, and forever discharge, upon the Settlement becoming final, any and all provisions, rights, and benefits conferred by §1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor;

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Plaintiffs and members of the End-Payor Classes may hereafter discover facts other than or different from those which s/he or it knows or believes to be true with respect to the claims which are the subject matter of the Release, but each Plaintiff and member of the End-Payor Classes expressly waives and fully, finally, and forever settles, releases and discharges, upon the Settlement becoming final, any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Plaintiff and member of the Classes also expressly waives and fully, finally, and forever settles, releases, and discharges any and all claims it may have against any Released Party under § 17200, *et seq.*, of the California Business and Professions Code or any similar, comparable, or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are expressly incorporated into the definition of Released Claims.

(c) Reservation of Claims. The Settling Parties intend by the Settlement Agreement to release only the Defendants and the Released Parties with respect to the Released Claims. The Settling Parties specifically do not intend this Settlement Agreement, or any part hereof or any other aspect of the proposed Settlement Agreement, to compromise or otherwise affect in any way any rights the Releasing Parties have or may have against any other person, firm,

association, or corporation whatsoever. The release set forth in the Settlement Agreement is not intended to and shall not release any claims other than the Released Claims.

(d) The Settlement Agreement is not intended to and does not release claims under Article 2 of the Uniform Commercial Code (pertaining to Sales), the laws of negligence or product liability or implied warranty, breach of contract, breach of express warranty, or personal injury, or other claims unrelated to the allegations in the End-Payor Class Action.

The Settlement Agreements, available at [www.InReLoestrin24FeAntitrustLitigation.com](http://www.InReLoestrin24FeAntitrustLitigation.com), fully describe the Lupin and Warner Chilcott Settlements and the Released Claims. If you have any questions, you can talk with the lawyers listed in Question 19 for free, or you can, of course, talk with your own lawyer if you have questions about what this means.

## DETERMINING IF YOU ARE A MEMBER OF THE CLASSES

### 6. **How do I know if I am a member of the Classes?**

You are generally a member of the Lupin Settlement Class if, during the period from September 1, 2009 through and until May 2, 2019 (the “Class Period”):

- as a Consumer, you purchased or paid for some or all of the purchase price for Loestrin 24 Fe, Minastrin 24 Fe, and/or generic versions of these drugs, for consumption by yourself or your family, other than for resale, in the United States and its territories, including Puerto Rico.
- as a TPP, you purchased, paid and/or provided reimbursement for some or all of the purchase price for Loestrin 24 Fe, Minastrin 24 Fe, and/or generic versions of these drugs, for consumption by your members, employees, insureds, participants, or beneficiaries, other than for resale, in the United States and its territories, including Puerto Rico.

The following persons or entities are excluded from the Lupin Settlement Class: (a) Defendants and their officers, directors, management, employees, subsidiaries, or affiliates; (b) All federal or state governmental entities, excluding cities, towns, or municipalities with self-funded prescription drug plans; (c) All persons or entities who purchased Loestrin 24 Fe or its AB-rated generic equivalent, and/or Minastrin 24 Fe or its AB-rated generic equivalent, for purposes of resale or directly from the Defendants or their affiliates; (d) Fully insured health plans (*i.e.*, plans that purchased insurance from another third-party payor covering 100% of the Plan’s reimbursement obligations to its members); (e) Any “flat co-pay consumers” whose purchases were paid in part by a third-party payor and whose co-payment was the same regardless of the retail purchase price; (f) Any “brand loyalist” consumers or third-party payors who purchased Loestrin 24 Fe and who did not purchase any AB-rated generic equivalent after such generics became available; and (g) The judges in this case and any members of their immediate families.

You are generally a member of the TPP Class if, during the period from September 1, 2009 through and until September 17, 2019 (the “TPP Class Period”):

- As a TPP, you purchased, paid and/or provided reimbursement for some or all of the purchase price for Loestrin 24 Fe, Minastrin 24 Fe, and/or generic versions of these drugs, for consumption by your members, employees, insureds, participants, or beneficiaries, other than for resale, in the United States and its territories, including Puerto Rico.

The following persons or entities are excluded from the TPP Class: (a) Defendants and their subsidiaries, or affiliates; (b) All federal or state governmental entities, excluding cities, towns, or municipalities with self-funded prescription drug plans; (c) All entities who purchased Loestrin 24 Fe or its AB-rated generic equivalent, and/or Minastrin 24 Fe or its AB-rated generic equivalent, for purposes of resale or directly from Defendants or their affiliates; (d) Fully insured health plans (*i.e.*, Plans that purchased insurance from another TPP covering 100% of the Plan’s reimbursement obligations to its members); and (e) Pharmacy Benefit Managers.

Third-Party Payors include all health insurance companies, third-party administrators, health maintenance organizations, and health and welfare plans that make payments from their own funds, and other health benefit providers and entities with self-funded plans that contract with a health insurer or administrator to administer their

prescription drug benefits. Third-Party Payors include such private entities that may provide prescription drug benefits for current or former public employees and/or public benefits programs, but only to the extent that such a private entity purchased Loestrin 24 Fe, Minastrin 24 Fe, or their generic equivalents for consumption by its members, employees, insureds, participants, or beneficiaries.

Additional information about the Class, including the Court's orders approving the Class periods and definitions, are available on the case website at [www.InReLoestrin24FeAntitrustLitigation.com](http://www.InReLoestrin24FeAntitrustLitigation.com).

## YOUR SETTLEMENT OPTIONS AS A MEMBER OF THE CLASSES

### 7. **How much money can I get?**

#### **Warner Chilcott Settlement:**

At this time, it is unknown how much each TPP Class member that submits a valid claim will receive. Payments will be based on a number of factors, including the number of valid claims filed by all TPP Class members and the dollar value of each TPP Class member's purchase(s) in proportion to the total claims filed. No matter how many claims are filed, no money will be returned to the Defendants once the Court finally approves the Settlements. In order to receive a payment, you will need to file a valid Claim Form before the claims period ends.

Only TPP Class members can file claims in the Warner Chilcott Settlement. The TPP Class does not include consumers.

#### **Lupin Settlement:**

30.03% of the \$1 million dollar Lupin Settlement, which includes consumer Class Members, will be allocated to consumer members of the Lupin Settlement Class and 69.97% will be allocated to the TPP members of the Lupin Settlement Class. Due to the costs and expenses incurred by Counsel in connection with the Lupin Settlement and the litigation, including payment of the cost of notice of the Lupin Settlement to the Lupin Settlement Class, and the incentive awards to the Named Plaintiffs, there likely will not be sufficient funds to facilitate a claims process and distribution to consumer members of the Lupin Settlement Class. If there are any residual Funds after implementation of the Plan of Allocation, they will be dispersed to a charity approved by the Court.

### 8. **What do I need to do to get a payment?**

Consumer Class members cannot get any payment. For TPPs, to be eligible to receive a payment if the Court approves the Settlements, you must complete and submit a valid Claim Form. Claim Forms should be mailed to the address below and must be received by **September 21, 2020**. You can get a Claim Form at [www.InReLoestrin24FeAntitrustLitigation.com](http://www.InReLoestrin24FeAntitrustLitigation.com) or by calling 1-877-324-0380 or writing to the address below and requesting a Claim Form.

*In re Loestrin 24 Fe Antitrust Litigation*  
c/o A.B. Data, Ltd.  
P.O. Box 173085  
Milwaukee, WI 53217

You may also submit a completed Claim Form online at [www.InReLoestrin24FeAntitrustLitigation.com](http://www.InReLoestrin24FeAntitrustLitigation.com). If you submit a Claim Form online, you must do it by **September 21, 2020**.

### 9. **What are my other options as a member of one or both of the Settlement Classes?**

Your other options depend on which Settlement Class you are a member of and whether you are a consumer or TPP. You can choose to do nothing, or you may: (i) exclude yourself **only** if you are a consumer member of the Lupin Settlement Class; or (ii) object to the Settlement(s). Additional information is provided below.

### 10. **What does it mean to object?**

Objecting is telling the Court that you don't like something about the proposed Settlements. You can give reasons why you think the Court should not approve one or both of them. The Court will consider your views before making a decision.

**11. How do I object to the proposed Settlements?**

To object, you must prepare and sign a written objection that includes: (i) the case name and number (“*In re Loestrin 24 Fe Antitrust Litigation*, MDL No. 2472”); (ii) your full name, current address, and telephone number; (iii) a written statement of your objections and the specific reasons for each; (iv) any supporting papers, evidence, or documents; (v) a statement of whether you intend to appear and present your objections at the Fairness Hearing (see Question 22); and (vi) your signature. You must file your objection with the Court no later than June 22, 2020, and mail copies to Class Counsel and Defense Counsel postmarked by June 22, 2020.

Consumers can object to or request to be excluded from the Lupin Settlement. TPPs can object to one or both of the Settlements, but if you are a TPP that did not seek exclusion earlier, you cannot request to be excluded now.

CLASS COUNSEL	DEFENSE COUNSEL FOR THE LUPIN DEFENDANTS	DEFENSE COUNSEL FOR THE WARNER CHILCOTT DEFENDANTS
Michael M. Buchman MOTLEY RICE LLC 777 Third Avenue 27 <sup>th</sup> Floor New York, NY 10017	Leiv Blad Jr. LOWENSTEIN SANDLER LLP 2200 Pennsylvania Ave. NW Washington, DC 20037	Peter J. Carney White & Case LLP 701 Thirteenth Street, NW Washington, DC 20005
COURT		
U.S. District Court District of Rhode Island One Exchange Terrace Federal Building and Courthouse Providence, RI 02903		

**EXCLUDING YOURSELF FROM THE SETTLEMENTS**

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

If you are a consumer and do not want to be part of the Lupin Settlement and you want to keep your right to sue the Lupin Defendants relating to the allegations in *In re Loestrin 24 Fe Antitrust Litigation* concerning the alleged delay or impairment in the entry of generic Loestrin 24 Fe and Minastrin 24 Fe, then you must take steps to remove yourself from the Lupin Settlement Class. This is called excluding yourself, or “opting out” of the Settlement Class. If you exclude yourself, you will not receive any payment or anything else from the Lupin Settlement.

Consumers in the Lupin Settlement Class were not previously given notice of the settlement and an opportunity to request exclusion or to object to the Settlement. Therefore, only if you are a consumer member of the Lupin Settlement Class can you both request exclusion from and object to the Lupin Settlement.

TPP members of the Lupin Settlement Class were previously provided Notice of the Lupin Settlement and certification of the TPP Class and can no longer request exclusion from those Classes. TPPs have the right to object to the Lupin Settlement or Warner Chilcott Settlement.

**13. How do I get out of the Lupin Settlement? (Excluding a consumer)**

If you are a consumer, to exclude yourself from the Lupin Settlement Class, you must send a letter by mail saying that you wish to be excluded from the Lupin Settlement Class for the Lupin Settlement Agreement with the Lupin Defendants in *In re Loestrin 24 Fe Antitrust Litigation*, MDL No. 2472. Be sure to include your name, address, telephone number, and signature, and to specify that you want to exclude yourself from the Lupin Settlement Class. You cannot exclude yourself on the telephone or by email. You must mail your request for exclusion, postmarked no later than June 22, 2020, to:

*In re Loestrin 24 Fe Antitrust Litigation*

EXCLUSIONS

P.O. Box 173001

Milwaukee, WI 53217

**14. How do Third-Party Payors get out of the case? (Excluding a Third-Party Payor)**

Third-Party Payors were previously provided notice and can no longer request exclusion from the Lupin Settlement Class (for the Lupin Settlement) or TPP Class (for the Warner Chilcott Settlement).

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

If you exclude yourself, you will not be legally bound by the Lupin Settlement with the Lupin Settlement Class from which you exclude yourself. You may be able to sue the Lupin Defendants in the future.

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

No. Unless you exclude yourself following the instructions above, you give up the right to sue the Lupin Defendants for the claims that the Settlement with them resolves. You must exclude yourself from the Lupin Settlement Class to be able to bring your own, separate lawsuit(s) against the Lupin Defendants. Remember, the exclusion deadline is June 22, 2020.

**17. What's the difference between objecting and excluding myself from the Settlements?**

Objecting is telling the Court that you do not like something about the Settlements. You can object only if you stay in the Lupin Settlement Class or TPP Class. In contrast, excluding yourself is telling the Court that you do not want to be part of one of the Classes. If you exclude or have already excluded yourself from the Lupin Settlement Class or the TPP Class, you have no basis to object to the Settlement from which you exclude yourself because the action no longer affects you with regard to the Settlement Class from which you exclude yourself.

**IF YOU DO NOTHING**

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

If you do nothing, and the Court approves the Settlements, you will be bound by the terms of the respective Settlement. Unless you exclude yourself (or are a TPP that already excluded yourself), you will not be able to file a lawsuit or be part of any other lawsuit asserting claims against the Lupin Defendants or Warner Chilcott Defendants concerning or relating to the claims and factual allegations that were or could have been raised in this action. The complete Settlement Agreements are available at [www.InReLoestrin24FeAntitrustLitigation.com](http://www.InReLoestrin24FeAntitrustLitigation.com) and more specifically describe the released claims at pages 11-14 of the Lupin Settlement Agreement and pages 10-14 of the Warner Chilcott Settlement Agreement.

**THE LAWYERS REPRESENTING YOU**

**19. As a member of the Class or Classes, do I have a lawyer representing my interests in this Class Action and the Settlements?**

Yes. The Court has appointed lawyers to represent you and other Class members. These lawyers are called Class Counsel. You will not be charged individually for these lawyers. They will ask the Court to approve an award for expenses in connection with the *In re Loestrin 24 Fe Antitrust Litigation*. The following lawyers represent the Classes:

## COUNSEL FOR THE CLASSES

<p>Michael M. Buchman <b>MOTLEY RICE LLC</b> 777 Third Avenue, 27<sup>th</sup> Floor New York, NY 10017 (212) 577-0040</p>	<p>Steve Shadowen <b>HILLIARD &amp; SHADOWEN LLP</b> 1135 W. 6th Street, Suite 125 Austin, TX 78703 (855) 344-3298</p>
<p>Marvin A. Miller <b>MILLER LAW LLC</b> 115 South LaSalle Street, Suite 2910 Chicago, IL 60603 (312) 332-3400</p>	<p>Sharon K. Robertson <b>COHEN MILSTEIN SELLERS &amp; TOLL PLLC</b> 88 Pine Street, 14th Floor New York, NY 10005 (212) 838-7797</p>

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

Class Counsel are not seeking attorneys' fees in connection with the Lupin Settlement. Class Counsel will seek up to one-third of the Warner Chilcott Settlement. Class Counsel may ask for service awards for the TPP Class Representatives of up to \$10,000 each from the Settlement Fund for their efforts to date on behalf of the TPP Class and \$5,000 for each Consumer Named Plaintiff in the Lupin Settlement Class.

**21. 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.

## THE COURT'S FINAL APPROVAL HEARING

**22. When and where will the Court determine whether to approve the Settlements?**

The Final Approval Hearing will be on Thursday, August 27, 2020 at 10:00 a.m. before Judge William E. Smith, at Federal Building and Courthouse, One Exchange Terrace, Providence, RI 02903. At this Hearing, the Court will consider whether the proposed Settlements and all of their terms are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the Hearing (*See* Question 24). At or after the Hearing, the Court will decide whether to finally approve the proposed Settlements. There may be appeals after that. We do not know how long these decisions will take.

The Final Approval Hearing may be moved to a different date or time without additional notice, check [www.InReLoestrin24FeAntitrustLitigation.com](http://www.InReLoestrin24FeAntitrustLitigation.com) for updates.

**23. Do I have to attend the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but that is not required.

**24. May I speak at the Final Approval Hearing?**

Yes. You may ask the Court to speak at the Final Approval Hearing. To do so, you must include a Notice of Intent to Appear at the Fairness Hearing with your objection (see Question 11). You must provide copies of any documents you intend to rely upon, including the names and addresses of any witnesses who will appear at the Fairness Hearing, and the name of any counsel representing you as an objector. Ultimately, the Court will decide who will be allowed to speak at the Fairness Hearing.

**25. 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. The address is U.S. District Court for the District of Rhode Island, Federal Building and Courthouse, One Exchange Terrace, Providence, RI 02903. Judge William E. Smith of the United States District Court for the District of Rhode Island is overseeing the Class Action. You can also review relevant Settlement Agreements, Plan of Allocation, the Claim Form, Decisions, and Orders online at [www.InReLoestrin24FeAntitrustLitigation.com](http://www.InReLoestrin24FeAntitrustLitigation.com). Additional information about the Class Action and proposed Settlements is available on the case website at [www.InReLoestrin24FeAntitrustLitigation.com](http://www.InReLoestrin24FeAntitrustLitigation.com), or you can call the Settlement Administrator toll-free at 1-877-324-0380. *Please do not contact the Court or Judge Smith.*

**For more information, call the Settlement Administrator at 1-877-324-0380 or go to [www.InReLoestrin24FeAntitrustLitigation.com](http://www.InReLoestrin24FeAntitrustLitigation.com).**

DATED: MARCH 28, 2020

BY ORDER OF THE UNITED STATES DISTRICT COURT DISTRICT OF RHODE ISLAND