

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litigation
MDL No. 2445, No. 13-md-02445

Si desea recibir esta notificación en español, llámenos al 866-742-4955

PROOF OF CLAIM AND RELEASE

Your claim must be postmarked by: January 12, 2024

Notice ID :

INTRODUCTION

On October 30, 2023, the Court in the above-entitled action (the “Action”) preliminarily approved a \$385,000,000 settlement of a class action lawsuit brought by Burlington Drug Company, Inc., Meijer, Inc., Meijer Distribution, Inc., and Rochester Drug Co-Operative, Inc., (collectively “Plaintiffs” or “Class Representatives”) against Indivior Inc. (formerly known as Reckitt Benckiser Pharmaceuticals, Inc.) (“Indivior,” “Reckitt,” or “Defendant”). The notice of class action Settlement dated November 20, 2023, which was mailed to Class members with this claim form, and which is available at <https://www.garwingerstein.com>, <https://www.faruqilaw.com/>, and <https://www.hbsslaw.com/>, summarizes both the litigation and terms of the Settlement. The purpose of this Proof of Claim Form and Release is to ensure that you are able to participate in the distribution of the Settlement funds from the Settlement, net of attorneys’ fees, service awards to Class Representatives, and other costs awarded by the Court (the “Net Settlement Fund”).

In order for the Claims Administrator to make the proper calculation of your *pro rata* share of the Net Settlement Fund, please either (a) verify the accuracy of the net purchase volumes listed in Part II.A of this Proof of Claim and Release Form that are derived from purchase data produced in this Action or (b) submit the data required in Part II.B of this Proof of Claim and Release Form.

PART I: CLAIMANT IDENTIFICATION

Please provide this information. In addition, if purchases were made in a name other than the Claimant’s name (for example, if you are filing this Proof of Claim and Release Form based on an assignment), please include documentation of your right to assert a claim with respect to those claimed purchases.

Employer Tax Identification Number: _____

Claimant Name & Address:

Please make any changes or corrections below:

Person overseeing the claims process for Claimant (who can be contacted if there are questions regarding this claim):

First Name: _____ MI: _____ Last Name: _____

Phone Number: (___ ___) ___ ___ - ___ ___ ___ Email Address: _____

PART II: CLASS MEMBER’S QUALIFYING PURCHASES OF BRANDED SUBOXONE TABLETS AND/OR BRANDED SUBOXONE FILM

A. The Claims Administrator, in conjunction with the direct purchaser plaintiffs’ (“Plaintiffs”) economic expert, has calculated each Class member’s qualifying direct purchases of branded Suboxone Tablets directly from Reckitt during the period of January 1, 2012 through March 14, 2013 and purchases of branded Suboxone Film directly from Reckitt during the period of September 1, 2012 through July 31, 2015. The initial calculations are based upon branded Suboxone sales data produced by the Defendant in the Action. If and when the Claims Administrator learns of additional data or claims, the calculations may change. In addition, your calculation may change as a result of other information submitted during the claims administration process. **To repeat, the initial calculations are subject to change.**

Each Class member should verify the accuracy of the total net purchase volumes listed below. **If you agree that the total net purchase volumes computed for your company are accurate, you should sign on page 6 of this Proof of Claim and Release Form and mail it to the Claims Administrator postmarked no later than January 12, 2024.** If you verify the accuracy of the total net purchase volumes listed below, you will not be required to produce any purchase data as part of the claims administration process, but you are waiving the right to challenge or appeal the Claims Administrator’s determination regarding your pro rata distribution amount on the basis that the distribution amount would have been different had it been calculated using your own purchase records. **If you believe the total net purchase volumes listed for your company below are not accurate, you may submit purchase records, in electronic format as described in Part II.B below; any such data must be mailed to the Claims Administrator postmarked no later than January 12, 2024.**

If you are filing a claim based on an assignment, you will have to submit documentation of your right to assert a claim with respect to those claimed purchases along with data showing the volume of purchases covered by your assignment.

In order to have a valid claim, you must be a member of the certified Direct Purchaser Class or have an assignment of rights from a Direct Purchaser Class member allowing you to recover as an assignee of a Class member. The certified Direct Purchaser Class (or “Class”) is defined as follows:

All persons or entities in the United States and its territories who purchased branded Suboxone tablets directly from Reckitt Benckiser Pharmaceuticals, Inc. (now known as Indivior Inc.) at any time during the period January 1, 2012 through March 14, 2013 (the “Class”). Excluded from the Class are Indivior Inc. (formerly known as Reckitt Benckiser Pharmaceuticals, Inc.), its officers, directors, management, employees, subsidiaries, and affiliates, and all federal governmental entities.

The Court-approved Plan of Allocation provides, for Claimants with valid claims, that each Claimant’s allocated share of the Net Settlement Fund will be determined by taking (a) each Claimant’s combined total net purchases of direct purchases of branded Suboxone Tablets directly from Reckitt during the period of

January 1, 2012 through March 14, 2013 and purchases of branded Suboxone Film directly from Reckitt during the period of September 1, 2012 through July 31, 2015, (b) removing any purchases for which the rights to damages in this litigation have been assigned by agreement, and dividing it by (c) the combined total purchases by all Claimants who timely submit valid, accepted Claim Forms of direct purchases of branded Suboxone Tablets directly from Reckitt during the period of January 1, 2012 through March 14, 2013 and of branded Suboxone Film directly from Reckitt during the period of September 1, 2012 through July 31, 2015.

Allocations to Claimants whose right to an allocation arises by virtue of an assignment(s) from a Class member(s) would be determined in this same fashion. In these cases, the volumes of branded Suboxone Tablet and branded Suboxone Film purchases used to determine the allocation would be the volumes assigned to the Claimant by an otherwise eligible Class member(s) (and the assignor Class member's branded Suboxone Tablet and branded Suboxone Film purchase volumes would be reduced by the same amount).

Please note that related documents, including the Plan of Allocation and the Court's Order approving the Plan of Allocation, are available at <https://www.garwingerstein.com>, <https://www.faruqilaw.com/>, and <https://www.hbsslaw.com/>. This summary of the Plan of Allocation is only a summary and is not meant to alter the terms of the Court-approved Plan of Allocation. Claimants should refer to the Plan of Allocation for further details of how the allocation will work.

INITIAL ESTIMATE OF YOUR PURCHASE VOLUMES

According to Plaintiffs' economic expert's analysis of the data produced in the Action, your net qualifying volumes of branded Suboxone purchases are as follows:

_____ Tablets of branded Suboxone Tablets (in the 8 mg of buprenorphine/2 mg of naloxone strength and in the 2 mg of buprenorphine/.5 mg of naloxone strength) purchased directly from Reckitt (net of returns, free samples, and known assignments) from January 1, 2012 through March 14, 2013.

_____ Film strips of branded Suboxone Film (in the 8 mg of buprenorphine/2 mg of naloxone strength and in the 2 mg of buprenorphine/.5 mg of naloxone strength) purchased directly from Reckitt (net of returns, free samples, and known assignments) from September 1, 2012 through July 31, 2015.

The National Drug Codes (NDCs) for the relevant products and strengths are: (a) 12496-1306-2 and 12496-1283-2 (branded Suboxone tablets) and (b) 12496-1208-3 and 12496-1202-3 (branded Suboxone film).

If you accept and verify that the above figures for your net direct branded Suboxone Tablet and branded Suboxone Film purchases are correct, please check here:



B. To the extent that you do not elect to rely upon the calculation of net purchase volumes as set forth above in Part II.A, please identify all **direct** purchases of branded Suboxone Tablets directly from Reckitt (net of returns, free samples, and assignments) from January 1, 2012 through March 14, 2013, and of branded Suboxone Film purchased directly from Reckitt (net of returns, free samples, and assignments) from September 1, 2012 through July 31, 2015, by providing the information below in electronic format. The relevant NDC codes are (a) 12496-1306-2 and 12496-1283-2 (branded Suboxone tablets) and (b) 12496-1208-3 and 12496-1202-3 (branded Suboxone film). The Claims Administrator may require additional information.

| Date of Purchase (MM/DD/YYYY) | Supplier (Purchased From) | NDC (#####-####-##) | Transaction Type (Purchase or Return) | Purchase Volume # of Tablets |
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C. Assignments

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

If you are submitting a claim pursuant to an assignment, please identify with particularity that assignment here. Please also attach documentation in support of such assignment, including the assignment agreement and data showing your qualifying purchases, from your assignor, that are covered by any such assignment of branded Suboxone Tablets directly from Reckitt (net of returns, free samples, and assignments) from January 1, 2012 through March 14, 2013, and of branded Suboxone Film purchased directly from Reckitt (net of returns, free samples, and assignments) from September 1, 2012 through July 31, 2015. Please note that the Claims Administrator may require additional information and documents for any claim made based on an assignment. Also please note that your claim, including the documentation and data submitted therewith, may be shared with your assignor as part of the Claims Administration process. By submitting a claim by virtue of an assignment, you are agreeing that such data and documentation, and calculations based on such data and documentation, may be shared with your assignor. In addition, if the assignor Class member and Claimant filing by assignment from that assignor Class member cannot reach agreement about the Claimant’s right to recover, including agreement regarding the purchase volumes covered by such assignment, then the disputed share of the Net Settlement Fund shall be placed into escrow and the assignee Claimant and the assignor Class member shall make application to the Court for any such monies held in escrow. Plaintiffs and Plaintiffs’ Counsel shall not be involved in any proceeding or process regarding such a dispute as between an assignor Class member and assignee Claimant.

PART III: SUBMISSION TO JURISDICTION OF THE COURT

By signing below, you agree to submit to the exclusive jurisdiction of the United States District Court for Eastern District of Pennsylvania with respect to any suit, action, proceeding or dispute arising out of or relating to *In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litigation*, MDL No. 2445, No. 13-md-02445 (E.D. Pa.) (the “Action”), claims administration in the Action, the claim you or any other entity is making as a Class member or assignee thereof in the Action, and/or the Releases set forth below.

PART IV: RELEASES

A. By signing below, you hereby confirm that you and your respective 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) shall unconditionally, fully and finally release and forever discharge Defendant, 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 Direct Purchaser 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 you or any member or members of the Direct Purchaser Class (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, ever had, now has, or hereafter can, shall or may have, indirectly, directly, 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 Direct Purchaser Class Action relating to buprenorphine-naloxone combination products purchased through the date of the Settlement Agreement (the “Released Claims”).

Releasers will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any forum whatsoever, including any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against the Released Parties. Upon entry of the Final Judgment and Order, and in consideration of the promises set forth in this Settlement Agreement, including payment of the Settlement Fund, the Plaintiffs and Direct Purchaser Class shall dismiss the Action with prejudice as to Defendant.

B. In addition, each Releaser on behalf of themselves and all other Releasers, hereby 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 Direct Purchaser Class may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims which are the subject matter of this paragraph 13, but each Plaintiff and member of the Direct Purchaser Class hereby expressly waives and fully, finally and forever settles, releases and discharges, upon this 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 Direct Purchaser Class also hereby 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. The Settlement is not intended to, and does not, release claims arising in the ordinary course of business between Defendant and members of the Direct Purchaser Class that are unrelated to the allegations in the Direct Purchaser Class Action, such as 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.

D. The releases set forth above will become effective upon the Settlement Agreement becoming final, in accordance with paragraph 6 of the Settlement Agreement.

PART V: VERIFICATION/RELEASE

I declare under penalty of perjury under the laws of the United States of America that the foregoing information provided by the undersigned is true and correct and that this proof of claim and release was

executed this _____, day of _____, _____ in _____, _____
(Day) (Month) (Year) (City) (State/Country)

Sign your name here: _____

Type/print your name here: _____

Type/print your company name here: _____

Capacity or job title of person signing (e.g., President, Partner): _____

RETURN YOUR COMPLETED PROOF OF CLAIM AND RELEASE AND RETURN TO:

In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litigation

c/o RG/2 Claims Administration

P.O. Box 59479

Philadelphia, PA 19102-9479

Questions? Contact the Claims Administrator at 866-742-4955.

Remember, your signed Proof of Claim and Release must be mailed and postmarked by January 12, 2024.