

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**
In re Novartis and Par Antitrust Litigation
Civil Action No. 1:18-cv-04361 (AKH)

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

PROOF OF CLAIM AND RELEASE

Your claim must be postmarked by: AUGUST 28, 2023

Notice ID :

INTRODUCTION

On July 26, 2023, the Court in the above-entitled action (the “Action”) approved a \$126,850,000 settlement of a suit brought by Drogueria Betances, LLC, Rochester Drug Co-Operative, Inc., FWK Holdings, LLC, and KPH Healthcare Services, Inc., a/k/a Kinney Drugs, Inc., (collectively “Plaintiffs” or “Class Representatives”) against Novartis Pharmaceuticals Corp. and Novartis AG (collectively, “Novartis”). The notice of class action Settlement dated January 23, 2023, which was previously mailed to Class members and which is available at <https://garwingerstein.com/settlements/novartis-and-par-antitrust-litigation>, 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 BRAND EXFORGE AND/OR GENERIC EXFORGE

A. The Claims Administrator, in conjunction with the direct purchaser plaintiffs' economic expert, has calculated each Class member's qualifying direct purchases of brand Exforge directly from Novartis from September 21, 2012 through March 29, 2016, and/or purchases of a generic version of Exforge from Par Pharmaceutical, Inc. ("Par"), at any time during the period from September 30, 2014 through March 30, 2015 (Novartis and Par are collectively referred to as "Defendants") The initial calculations are based upon brand and generic Exforge purchase data produced by Defendants in the Action. If and when the Claims Administrator learns of additional assignments of rights to participate in this litigation, the calculations may change. In addition, your calculation may change as a result of the total number of claims received and/or 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 August 28, 2023.** 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 August 28, 2023.**

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, including its territories, possessions, and the Commonwealth of Puerto Rico, who purchased brand Exforge directly from Novartis, or who purchased a generic version of Exforge directly from Par, at any time during the period from September 21, 2012 until March 30, 2015 ("Exforge Direct Purchasers").

The following were excluded from the Class of direct purchasers: Novartis and Par and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities. At their request, also excluded from the Class for purposes of this Settlement Agreement

are: CVS Pharmacy, Inc. (which includes Omnicare), Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Walgreen Co., The Kroger Co. (which includes Peytons), and H-E-B L.P. (“Retailer Plaintiffs”).

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 branded Exforge from Novartis from September 21, 2012 through March 29, 2016 and generic Exforge from Par from September 30, 2014 through March 30, 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 brand Exforge from Novartis from September 21, 2012 through March 29, 2016, and generic Exforge from Par from September 30, 2014 through March 30, 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 brand and generic 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 brand and generic 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://garwingerstein.com/settlements/novartis-and-par-antitrust-litigation/>. 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 the direct purchaser plaintiffs’ economic expert’s analysis of the data produced in the Action, your net qualifying volumes of brand and/or generic Exforge purchases are as follows:

_____ tablets Brand Exforge directly from Novartis (net of returns, free samples, and known assignments) from September 21, 2012 through March 29, 2016.

_____ tablets of Generic Exforge purchased directly from Par (net of returns, free samples, and known assignments) from September 30, 2014 through March 30, 2015.

Note that these estimates account for only those assignments of rights that plaintiffs’ economic expert is aware of.

The National Drug Codes (NDCs) associated with the products and strengths at issue here are set forth in Exhibit A to this Proof of Claim and Release Form.

If you accept and verify that the above figures for your net direct brand and generic Exforge purchases are correct, please check here:

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 Southern District of New York with respect to any suit, action, proceeding or dispute arising out of or relating to *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH) (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, and future parents, subsidiaries, associates, affiliates, officers, directors, employees, insurers, general or limited partners, divisions, agents, attorneys, servants, trustees, joint ventures, heirs, executors, administrators, representatives (and the parents’ subsidiaries’ and affiliates’ past and present officers, directors, employees, agents, attorneys, servants, and representatives), and predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing, on their own behalf and as assignee or representative of any other entity (but not including the Retailer Plaintiffs and all federal governmental entities) (collectively, the “Releasers”), will release and forever discharge, and covenant not to sue or otherwise seek to establish or impose liability against, Novartis and its past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, attorneys, servants, representatives (and the parents’, subsidiaries’, and affiliates’ past, present, and future officers, directors, employees, agents, attorneys, servants, and representatives), and predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing (collectively, the “Releasees”) from all manner of claims, rights, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys’ fees, under federal or state laws, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, contingent or non-contingent, in law or equity, that arise out of or relate, in whole or in part in any manner to the Direct Purchaser Class Action that accrued prior to the date of the Settlement Agreement, December 23, 2022 (collectively, this entire paragraph represents the “Released Claims”).

B. In addition, each Releaser hereby expressly waive, release and forever discharge, upon the Settlement becoming final, any and all provisions, rights and/or 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 principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Releaser 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 Paragraph 11 of the Settlement Agreement, but each Releaser hereby expressly waives and fully, finally and forever settles, releases, and discharges, upon this Settlement becoming final, any known or unknown, foreseen or unforeseen, 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 Named Plaintiff and Class Member also hereby expressly waives and fully, finally and forever settles, releases, and discharges any

and all claims that are the subject matter of Paragraph 11 of the Settlement Agreement that it may have against any Releasees 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.

C. This Settlement Agreement is not intended to release anyone other than the Releasees, and is not on behalf of anyone other than the Releasors. For the avoidance of doubt, nothing herein shall be construed to effect a release of any kind of any claim against Par.

D. The releases set forth above effect a complete and total resolution of this Action against Novartis to the extent of the Released Claims. Thus, notwithstanding the foregoing, the Settlement is not intended to, and does not, release any claims: (1) arising in the ordinary course of business between Releasors and the Releasees arising 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; (2) arising out of or in any way relating to any alleged price-fixing agreement between or among manufacturers of generic pharmaceutical products, including but not limited to Novartis or Sandoz Inc., including claims alleged in *In re: Generic Pharmaceuticals Pricing Antitrust Litig.*, MDL No. 2724, Case No. 16-MD-2724 (E.D. Pa.); and/or (3) of any sort that do not relate specifically to brand or generic Exforge.

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 Novartis and Par 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 August 28, 2023.

Exhibit A: Relevant NDCs of Brand and Generic Exforge

<u>NDC</u>	<u>Product</u>	<u>Strength</u>	<u>Package Size</u>
<u>Brand</u>			
<u>(Novartis):</u>			
00078048815	EXFORGE	5/160MG	30
00078048915	EXFORGE	10/160MG	30
00078049015	EXFORGE	5/320MG	30
00078049115	EXFORGE	10/320MG	30
<u>Generic (Par):</u>			
49884057411	AMLODIPINE/VALSARTAN	5/160MG	30
49884057511	AMLODIPINE/VALSARTAN	10/160MG	30
49884057611	AMLODIPINE/VALSARTAN	5/320MG	30
49884057711	AMLODIPINE/VALSARTAN	10/320MG	30