

**If you purchased brand or generic Exforge®  
(fixed combinations of amlodipine and valsartan tablets)  
directly from Novartis Pharmaceuticals Corp.,  
Novartis AG, or Par Pharmaceutical, Inc., your rights  
may be affected by the settlement of a class action lawsuit.**

*A federal court authorized this Notice. It is not a solicitation from a lawyer. You are not being sued.*

The purpose of this Notice is to alert you to the existence of and provide important details about a proposed settlement relating to a class action lawsuit 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”) on behalf of direct purchasers of brand or generic Exforge from Novartis Pharmaceuticals Corp. and Novartis AG (collectively, “Novartis”) and Par Pharmaceutical, Inc. (“Par”) and to give you the opportunity to object to or opt out of a proposed settlement of that lawsuit with only Novartis.

The proposed settlement is with Novartis and will provide \$126,850,000 in cash to resolve the Direct Purchaser Class’s claims against Novartis (the “Settlement Fund”).

Separate and apart from the proposed settlement with Novartis and in light of Par having filed for bankruptcy on August 16, 2022 in the United States District Court for the Southern District of New York, Case No. 22-22546, the Class Representatives have stipulated to dismissal with prejudice of *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH) against Par. This means that the Class Representatives are no longer pursuing claims on behalf of a proposed class of direct purchasers against Par. The Class Representatives’ dismissal of their case against Par does not impact your rights under the proposed settlement with Novartis.

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT,  
SO PLEASE READ THIS NOTICE CAREFULLY.**

The Court has scheduled a hearing to decide on final approval of the settlement with Novartis, the plan for allocating the Settlement Fund to Direct Purchaser Class Members (summarized in the responses to Questions 6 and 7 below), and Class Counsel’s request for settlement administration costs, attorneys’ fees, reimbursement of Class Counsel’s out-of-pocket expenses and costs, and service awards to the Class Representatives. That hearing is scheduled for May 16, 2023 before U.S. District Court Judge Alvin K. Hellerstein in Courtroom 14D of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, NY 10007.

Judge Alvin K. Hellerstein of the United States District Court for the Southern District of New York has determined that the lawsuit between Plaintiffs and Novartis can proceed as a class action for purposes of this settlement because it meets the requirements of the Federal Rule of Civil Procedure 23, which governs class actions in federal courts. The class (hereinafter, the “Direct Purchaser Class” or the “Class”) includes the following:

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”). Excluded from the Class are Novartis and Par and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities.

Also excluded from the Class for purposes of this Settlement Agreement are the following entities: 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 proposed settlement will affect the rights of all members of the Class, as defined above, unless they exclude themselves from the Class.

The Court in charge of this case still has to decide whether to give Final Approval to the proposed settlement with Novartis.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>WHEN YOU RECEIVE A CLAIM FORM, PROMPTLY COMPLETE AND RETURN IT</b>	You do not need to do anything now to remain a member of the Direct Purchaser Class. If the settlement with Novartis is approved and you are a member of the Class, and you have not previously excluded yourself from the Class, you will receive a Claim Form by mail to complete, sign, and return to obtain a share of the Settlement Fund.
<b>EXCLUDE YOURSELF FROM THE CLASS</b>	You may choose to exclude yourself ( <i>i.e.</i> , “opt out”) from the Class. If you decide to exclude yourself, you will not be bound by any decision in this lawsuit relating to Novartis. This is the only option that allows you to ever be part of any legal action other than this lawsuit relating to the legal claims against Novartis in this case.
<b>STAY IN THE LAWSUIT BUT OBJECT TO THE SETTLEMENT</b>	If you object to any part or all of the proposed settlement but you do not wish to exclude yourself from the Class, write to the Court about why you do not like the proposed settlement.
<b>GET MORE INFORMATION</b>	If you would like to receive more information about the proposed settlement, you can send questions to the lawyers identified in this Notice and/or attend the hearing at which the Court will evaluate the proposed settlement.

***These rights and options—and the deadlines to exercise them—are explained in this Notice.***

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**BASIC INFORMATION**

1. Why Did I Get This Notice?

You received this Notice because, according to sales data produced by Novartis and Par, you may have purchased brand Exforge directly from Novartis and/or generic Exforge directly from Par during the period from September 21, 2012 through March 30, 2015.

A federal court authorized this Notice because you have a right to know about the proposed settlement with Novartis and about all of your options before the Court decides whether to grant final approval of the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and eligibility for those benefits. Note that you may have received this Notice in error; simply receiving this Notice does not mean you are definitely a member of the Direct Purchaser Class. You may confirm that you are a member of the Direct Purchaser Class by reviewing the criteria set forth in Question 5 below. You may also call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 9 below.

## 2. What Is This Lawsuit About?

Plaintiffs filed lawsuits individually and as representatives of all persons or entities in the U.S. and its territories, including Puerto Rico, who purchased brand or generic Exforge directly from Novartis and/or Par at any time during the period from September 21, 2012 until March 30, 2015 (the “Class”). Excluded from the Class are Novartis and Par and their officers, directors, management, employees, subsidiaries, or affiliates, and all federal governmental entities. Also excluded are the Retailer Plaintiffs: 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.

The lawsuit asserts that as a result of the Novartis’s and Par’s alleged unlawful conduct, the prices paid for brand Exforge and generic Exforge (fixed combinations of amlodipine and valsartan) were higher than they otherwise would have been. The Plaintiffs seek to recover damages in the form of overcharges on direct purchases of brand and generic Exforge from Novartis and Par. Plaintiffs allege the overcharges were caused by Novartis’s and Par’s conduct. Under federal antitrust law, any damages awarded at trial are automatically trebled (that is, tripled). Plaintiffs also seek to recover attorneys’ fees and costs.

The lawsuit alleges that the Novartis and Par violated federal antitrust laws by unlawfully impairing and delaying the introduction of generic versions of the prescription drug Exforge into the United States market. The Plaintiffs allege that by September 21, 2012, Novartis, the manufacturer of brand Exforge, and Par, a generic pharmaceutical company, entered into a “pay for delay” or “reverse payment” agreement in violation of the federal antitrust laws. A “pay for delay” or “reverse payment” agreement, generally speaking, is an agreement in which a brand name drug company provides compensation to a generic competitor, and in return, the generic competitor agrees to stop challenging, or stop trying to invent around, the brand company’s patent and agrees to delay launching its generic product. Absent the alleged “pay for delay” agreement, the Plaintiffs claim, Par would have launched generic Exforge earlier than September 30, 2014, the date on which Par actually launched generic Exforge. The Plaintiffs also claim that Novartis would have launched their own competing generic version of Exforge, an “authorized generic,” at or about the same time absent this alleged “pay for delay” agreement. The Plaintiffs allege that the prices for brand and generic Exforge were higher than they would have been absent the challenged unlawful conduct.

Novartis denies all these allegations, including that the Plaintiffs or Class members are entitled to damages or any other relief.

There has been no determination by the Court or a jury that the allegations against Novartis have been proven or that, if proven, Novartis's conduct caused harm to the Class. This Notice is not an expression of any opinion by the Court as to the claims against Novartis or Par or the defenses asserted by Novartis or Par.

Judge Alvin K. Hellerstein of the United States District Court for the Southern District of New York is overseeing this class action and the settlement. The lawsuit is known as *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH).

### 3. Why Is This Lawsuit a Class Action?

In a class action lawsuit, one or more persons or entities sue on behalf of others who have similar claims. Together, all these entities make up the "Class" and are called "Class members." The companies that filed suit are called the "Plaintiffs" (or "Class Representatives"). The companies that are sued are called the "Defendants."

In a class action lawsuit, one court resolves the issues for everyone in the class, except for those class members who exclude themselves from the class.

For the purpose of this proposed settlement, the Court has decided that this 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. The common legal and factual questions include:

- Whether Novartis conspired with Par to suppress generic competition to Exforge;
- Whether Novartis's conduct caused the Plaintiffs and members of the Class to pay higher prices than they otherwise would have; and
- Whether the alleged unlawful conduct is illegal under the antitrust laws.

The members of the class are "Direct Purchaser Class Members." A copy of the Court's preliminary order certifying the Class is available at <https://www.garwingerstein.com>.

### 4. Why Is There a Settlement?

Plaintiffs and Novartis were preparing to proceed with the litigation and eventually to go to trial, but they have now agreed to a proposed settlement. By settling, both the Plaintiffs and Novartis avoid the risk of trial and the continued costs of litigation. The Class Representatives and Class Counsel believe that the proposed settlement with Novartis is fair, adequate, reasonable, and in the best interests of the Class.

## **WHO IS INCLUDED IN THE CLASS AND THE SETTLEMENT**

To see if you are in the Class, and if so, how you will be able to share in the Settlement Fund, you first have to decide if you are a Class member.

## 5. Am I Part of the Class and the Settlement?

You are in the Class if you are a person or entity 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 from Par, at any time during the period from September 21, 2012 until March 30, 2015. Excluded from the Class are Novartis and Par and their officers, directors, management and employees, predecessors, subsidiaries and affiliates, and all federal governmental entities. Also excluded are the Retailer Plaintiffs: 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.

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 9 below.

## THE SETTLEMENT BENEFITS: WHAT YOU GET

### 6. What Does the Settlement Provide?

Novartis has agreed to pay \$126,850,000 in cash into an interest-bearing escrow account (“Settlement Fund”) for the benefit of the Class.

If approved by the Court, the Settlement Fund, minus any Court-awarded fees and expenses to Class Counsel, the cost of settlement notice and administration, and service awards to the Class Representatives (the “Net Settlement Fund”), will be distributed to Class members who return valid and timely Claim Forms. The distribution will be made on a *pro rata* basis, consistent with each Class member’s aggregate share of the total Class purchases of brand and generic Exforge. The Allocation Plan utilizes the combined totals of each Class member’s purchases of brand and generic Exforge. This *pro rata* share is based on an estimate of relative purchases prepared by the Plaintiffs’ economist based on the best information available to Class Counsel at the time the Settlement Agreement was entered into. These estimates may be different from the final plan of allocation in the event that additional data becomes available.

Transactional sales data from Novartis and Par will be used to make these calculations. Class members will be given the opportunity to provide data or information to supplement or correct this information if they choose. Each Class member will receive a Claim Form pre-populated with information about their purchases to review and sign.

Class Counsel will ask for a service award for the Class Representatives of up to \$100,000 each from the Settlement Fund in recognition of their efforts to date on behalf of the Class.

In exchange for the Settlement Fund, Novartis will be released and discharged from all antitrust and similar claims relating to brand and generic Exforge (“Releasees” and “Released Claims” as defined in the Settlement Agreement). The full text of the release is included in the Settlement Agreement, available at <https://www.garwingerstein.com>.

This Notice is a summary only and is not intended to, and does not, vary the terms of the actual Settlement Agreement.

## 7. When Would I Get My Payment and How Much Would It Be?

Each Class member's proportionate *pro rata* recovery will be determined using a Court-approved Plan of Allocation. The detailed Plan of Allocation is posted and can be reviewed at <https://www.garwingerstein.com>. Under the proposed Plan of Allocation, your share of the Net Settlement Fund will depend on the total amount of brand and generic Exforge that you purchased from Novartis and Par, respectively from September 21, 2012 until March 30, 2015 ("Class Purchases"). Generally, those who purchased more will get a higher recovery.

Your share of the Net Settlement Fund will also depend on the number of valid Claim Forms that Class members submit. If fewer than 100% of the Class members send in a Claim Form, you could get a larger *pro rata* share.

Money from the settlement will only be distributed to Class members if the Court grants final approval of the settlement. Payment is conditioned on several matters, including the Court's approval of the settlement and such approval no longer being subject to any appeals to any court or, if there is an appeal, such appeal being final and no longer subject to any further appeal.

The Settlement Agreement may be terminated if the Court does not approve the settlement or materially modifies it. If the Settlement Agreement is terminated, the lawsuit will proceed against Novartis as if such settlement had not been reached.

## 8. How Can I Get a Payment?

If the settlement is approved by the Court, all Class members will receive a Claim Form by mail to request a *pro rata* share of the Net Settlement Fund. Court-approved fees and expenses for the attorneys and service awards to the Class Representatives will also be paid by the Settlement Fund. Transactional sales data from Novartis and Par will be used to make the *pro rata* share calculations. You will be asked to verify the accuracy of the information in the Claim Form that will be mailed to you if the Court approves the settlement, and to sign and return the form according to the directions on the form. Class members will be given the opportunity to provide data or information to supplement or correct this information.

Claim Forms must be postmarked (with any necessary supporting documentation if the claimant disagrees with the information contained in its claim form) within forty-five (45) days of the date the claim forms are mailed.

## THE LAWYERS REPRESENTING YOU

### 9. Do I Have a Lawyer in this Case?

The Court appointed the law firm Garwin Gerstein & Fisher, LLP to serve as lead class counsel to represent you and all Class members. Their contact information is as follows:

Bruce E. Gerstein  
Dan Litvin  
GARWIN GERSTEIN & FISHER, LLP  
Wall Street Plaza  
88 Pine Street, 10th Floor  
New York, NY 10005  
T: (212) 398-0055  
F: (212) 764-6620  
[bgerstein@garwingerstein.com](mailto:bgerstein@garwingerstein.com)  
[dlitvin@garwingerstein.com](mailto:dlitvin@garwingerstein.com)

### 10. Should I Get My Own Lawyer?

You do not need to hire your own lawyer if you are in the Class because the lawyers appointed by the Court are working on your behalf as to claims against Novartis. You may hire a lawyer and enter an appearance through your lawyer at your own expense if you so desire and if you desire to pursue claims against Par, because the Class Representatives have stipulated to dismissal of their claims against Par with prejudice, meaning they are no longer pursuing those claims against Par. Again, if you wish to proceed against Par, you should contact your own lawyer promptly. You do not have to opt out of the Class in order to pursue a claim against Par, if you wish to do so.

### 11. How Will the Lawyers Representing the Class Be Paid?

If the Court gives Final Approval to the settlement with Novartis, then the Court will be asked to approve reasonable fees and expenses for the lawyers who worked on the case and for reimbursement of the litigation expenses they have advanced on behalf of the Class. Class Counsel intend to seek attorneys' fees of up to 33 1/3% of the Settlement Fund less court-approved expenses and service awards, but including a proportionate share of accrued interest. If the Court grants Class Counsel's requests, fees and expenses would be deducted from the Settlement Fund. Class members will not have to pay any attorneys' fees or expenses out of their own pockets.

Any application by Class Counsel for an award of attorneys' fees, reimbursement of expenses, and service awards to the Class Representatives will be filed with the Court and made available for download and/or viewing on or before February 23, 2023 at <https://www.garwingerstein.com>, as well as the offices of the Clerk of Court for the United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, NY 10007, during normal business hours.

## EXCLUDING YOURSELF FROM THE CLASS AND THE SETTLEMENT

### 12. Can I Get Out of the Settlement with Novartis?

Yes, if you exclude yourself from the Class (*i.e.*, “opt out” of the Class) on or before March 9, 2023. To exclude yourself, you must send a letter via first class U.S. mail saying that you want to exclude yourself from the Direct Purchaser Class Action in *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH) (S.D.N.Y.). Be sure to include your name, address, telephone number, and your signature. Mail the exclusion to the lawyers listed in Question 14 below. Your letter requesting exclusion must be postmarked no later than March 9, 2023.

If you exclude yourself from the Class, you will not get a share of the Net Settlement Fund and you will not be legally bound by anything that happens in the lawsuit between Plaintiffs and Novartis, and you may be able to sue (or continue to sue) Novartis in the future about the legal issues in this case. If you exclude yourself from the Class so that you can start, or continue, your own lawsuit against Novartis and/or Par, you should talk to your own lawyer as soon as possible, because your claims will be subject to a statute of limitations, which means that your claims will expire if you do not take timely action. You need to contact your own lawyer about this issue.

If you do not exclude yourself from the Class, you will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Novartis arising from the claims released as part of the settlement, including claims brought in the case between Plaintiffs and Novartis. All of the Court’s orders in *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH) (S.D.N.Y.) relating to claims against Novartis will apply to you and legally bind you. You will also be bound by the proposed settlement between Plaintiffs and Novartis if the Court grants Final Approval to the proposed settlement and enters final judgment in the case between the Plaintiffs and Novartis.

### 13. If I Don’t Exclude Myself, Can I Sue Novartis for the Same Thing Later?

No. If you remain in the Class and the settlement is approved by the Court, you give up your right to sue Novartis relating to your purchases of brand and generic Exforge. That is called “releasing” your claims and potential claims against Novartis relating to your purchases of Exforge and/or generic Exforge from Novartis and Par. The full text of the release is included in the Settlement Agreement at Paragraph 11.

If you have your own pending lawsuit, speak to your lawyer in that case immediately, because you must exclude yourself from this Class to continue your own lawsuit against Novartis. Remember, the exclusion deadline is March 9, 2023.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with all or any part of the proposed settlement, and/or the application for attorneys’ fees, costs, and expenses, and/or service awards to the Class Representatives. If you exclude yourself from the Class, however, you cannot object to the proposed settlement or the application for attorneys’ fees, costs, expenses and/or incentive awards to the Class Representatives.

**14. How Do I Tell the Court That I Do Not Like the Settlement?**

If you are a member of the Class, you can object to the settlement or any part of it if you do not like it. The Court will consider your views. To object, you must send a letter via First Class U.S. Mail saying that you object to the settlement in *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH) (S.D.N.Y.). Be sure to include your name, address, telephone number, signature, and the reasons why you object to the settlement. Mail the objection separately to each of the following:

<b>Counsel for Novartis</b>	<b>Class Counsel</b>
Evan R. Chesler Rachel G. Skaistis CRAVATH, SWAINE & MOORE LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019	Bruce E. Gerstein Dan Litvin GARWIN GERSTEIN & FISHER, LLP Wall Street Plaza 88 Pine Street, 10th Floor New York, NY 10005
<b>Clerk of the Court</b>	
Clerk of the United States District Court for the Southern District of New York Daniel Patrick Moynihan U.S. Courthouse 500 Pearl Street, New York, NY 10007	

**Your objection must be postmarked no later than March 9, 2023.**

**THE COURT’S FINAL FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend, and you may ask to speak, but you do not have to.

**15. When and Where Will the Court Decide Whether to Approve the Settlement?**

The Court will hold a Fairness Hearing at 2:30 p.m. on May 16, 2023 in Courtroom 14D of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, NY 10007. At this hearing, the Court will consider whether the settlement with Novartis is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The date and time of the hearing is subject to change. Notice of such change will be posted at <https://www.garwingerstein.com>.

**16. Do I Have to Come to the Hearing?**

No, you do not have to attend the hearing. Class Counsel will answer any questions that Judge Hellerstein may have. You are welcome to attend at your own expense, however.

If you send an objection, you do not have to come to Court to talk about it. So long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but this is not necessary for you to receive a *pro rata* share of the Net Settlement Fund.

#### 17. May I Speak at the Hearing?

If you are a member of the Class, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter via First Class U.S. Mail saying that it is your “Notice of Intention to Appear in *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH).” Be sure to include your name, address, and telephone number, your signature, and a summary statement outlining your positions and the reasons for them, as well as copies of any supporting documents or briefs you want the Court to consider. Your Notice of Intention to Appear must be postmarked no later than March 9, 2023, and must be sent to the Clerk of the Court, Class Counsel and Counsel for Novartis, at the addresses set forth in the responses to Question 14.

You cannot speak at the hearing if you do not send a Notice of Intention to Appear.

### IF YOU DO NOTHING

#### 18. What Happens If I Do Nothing at All?

If you are a member of the Class and you do nothing, and the Court approves the settlement, then you will remain in the Class and will be eligible to participate in the settlement as described in this Notice. You will also release your claims against Novartis as described in the Settlement Agreement. However, you will need to complete, sign, and return the Claim Form (once it is sent to you) within forty-five (45) in order to obtain a payment.

### GETTING MORE INFORMATION

#### 19. How Do I Get More Information?

If you have questions about this case or wish to read more detailed information about this litigation, you may call or write to Class Counsel as indicated in Question 14. Further information is also available at <https://www.garwingerstein.com>. The Notice Administrator, RG/2 Claims Administration, can be contacted at the following address:

RG/2 Claims Administration  
P.O. Box 59479  
Philadelphia, PA 19102-9479

This Notice is only a summary of the proposed settlement and is qualified in its entirety by the terms of the actual Settlement Agreement. A copy of the Settlement Agreement is on public file with the Office of the Clerk, United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, NY 10007, and is also available at <https://www.garwingerstein.com>.

**PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE CLERK’S OFFICE FOR INFORMATION. PLEASE DIRECT ANY INQUIRIES TO ANY OF THE CLASS COUNSEL LISTED ABOVE.**

DATE: January 23, 2023

BY THE COURT

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The Honorable Alvin K. Hellerstein  
United States District Judge