UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

NOTICE OF PENDENCY OF CLASS ACTION

If you purchased Atripla®, Biktarvy®, Complera®, Descovy®, Evotaz®, Genvoya®, Odefsey®, Prezcobix®, Stribild®, Symtuza®, Truvada®, or Viread®, a class action lawsuit may affect your rights. If you are a member of one or both class, your legal rights will be affected whether you act or don't act, so please read this notice carefully. You must decide whether to remain a member of the class(es) or to exclude yourself from the class(es).

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 ("this lawsuit") is pending in the United States District Court for the Northern District of California (the "Court") against the following defendants: Gilead Sciences, Inc., Gilead Holdings, LLC, Gilead Sciences, LLC, and Gilead Sciences Ireland UC ("Gilead"), and Johnson & Johnson, Janssen Products LP, and Janssen R&D Ireland ("Janssen") (collectively, "Defendants"). This lawsuit involves the antiretroviral products Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, and Viread ("Products").

Plaintiffs Brenda Emily Goodrow, Andrew R. Spieldenner, PhD, Josh McDonald, Troy Vazquez-Cain, Fraternal Order of Police, Miami Lodge 20, Insurance Trust Fund, Local No. 1 Health Fund, Teamsters Local 237 Welfare Fund and Teamsters Local 237 Retirees' Benefit Fund, and Pipe Trades Services MN Welfare Fund ("End-Payor Plaintiffs" or "Plaintiffs") filed this lawsuit on behalf of themselves and proposed classes (defined below), claiming that Defendants harmed competition and violated federal and state antitrust laws and state consumer protection laws in the United States and its territories. End-Payor Plaintiffs allege that Defendants engaged in allegedly anticompetitive conduct that caused certain consumers and third-party payors (discussed below) to pay too much for certain of the Products**.** Defendants deny any wrongdoing and contend that their actions have promoted competition.

A settlement has previously been reached with Bristol-Myers Squibb Company and E. R. Squibb & Sons, L.L.C. (collectively, "BMS"), and the Court granted final approval to that settlement and all claims against BMS have been dismissed with prejudice. A settlement has not been reached with, and this lawsuit will continue against, Defendants.

On September 27, 2022, the Court determined that certain claims in this case could proceed as a class action. Your legal rights and options are explained below.

PLEASE NOTE: This lawsuit does not claim that Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, or Viread are unsafe or ineffective.

CERTIFIED CLASSES

The Court has certified three Damages Classes and three Injunctive Classes in this lawsuit (the "Classes"). The Damages Classes are made up of third-party payors ("TPPs") only (*i.e.*, not individual consumers); the Injunctive Classes are made up of both TPPs and consumers.

Damages Classes:

- **The Truvada Class:** All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Truvada, and/or its AB-rated generic equivalent sold by Teva Pharmaceutical Industries Ltd. or its affiliates, in the Specified States[1] for consumption by their members,

[1] The "Specified States" for each of the Damages Classes are: Alabama, Arizona, California, Connecticut, Florida, Hawaii, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, West Virginia, Wisconsin, and the District of Columbia.

employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through May 31, 2021;

- **The Atripla Class:** All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Atripla, and/or its AB-rated generic equivalent sold by Teva Pharmaceutical Industries Ltd. or its affiliates, in the Specified States for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through July 31, 2021; and

- **The Complera Class:** All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Complera in the Specified States for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through September 27, 2022.

Excluded from the Truvada, Atripla, and Complera Classes are: (a) Defendants and their officers, directors, management, employees, subsidiaries, or affiliates; (b) All federal and state government entities, except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (c) Fully insured health plans, *i.e.*, plans for which the insurer bears 100% of the risk for the reimbursement obligations to members; and (d) Pharmacy Benefit Managers.

Injunctive Classes:

- **The Evotaz Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Evotaz for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022;

- **The Prezcobix Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Prezcobix for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022; and

- **The cART Foundation Drug Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of a cART Foundation Drug[2] for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022.

Excluded from each of the Injunctive Classes are: (a) Defendants and their officers, directors, management, employees, subsidiaries, or affiliates; (b) All federal and state government entities, except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (c) Fully insured health plans, *i.e.*, plans for which the insurer bears 100% of the risk for the reimbursement obligations to members; (d) Pharmacy Benefit Managers; and (e) The Judges in this case and any members of their immediate families.

Additionally, excluded from the cART Foundation Drug Injunctive Class are natural persons who have filed a claim for personal injury against any of the defendants or Bristol-Myers Squibb Company or E. R. Squibb & Sons, L.L.C., alleged to be caused by the consumption of a tenofovir-containing product.

[2] For the purposes of this class definition a cART Foundation Drug is any of one or more of: Atripla, Biktarvy, Complera, Descovy, Genvoya, Odefsey, Stribild, Symtuza, Truvada, and Viread.

YOUR LEGAL RIGHTS AND OPTIONS	
If you are a member of one or more of the Damages Classes:	
EXCLUDE YOURSELF FROM THE DAMAGES CLASSES	You may write to the Notice Administrator, A.B. Data, and exclude yourself from the Damages Classes, which allows you to file a lawsuit against Defendants that asserts damages claims related to the allegations or claims in this case. The exclusion deadline is **March 15, 2023**. Your identity will not be made public during any part of the exclusion process.
DO NOTHING	If you do nothing, you will be bound by the outcome of the case, whether a judgment is rendered for or against Defendants. Unless you exclude yourself, you will not be able to file a lawsuit or be part of any other lawsuit asserting claims against Defendants concerning or relating to the claims and factual allegations that were or could have been raised in this lawsuit.
If you are a member of one or more of the Injunctive Classes:	
DO NOTHING	You will be bound by the outcome of litigation. You do not have the ability to opt out of the Injunctive Classes.

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

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BASIC INFORMATION ABOUT THIS LAWSUIT

1. **What is this lawsuit about?**

The lawsuit is about the HIV medicines Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, and Viread (the "Products")**.** The End-Payor Plaintiffs (those who brought this lawsuit) allege that the manufacturers of these drugs—Defendants Gilead, Janssen, and BMS (which has settled with Plaintiffs)—impaired or delayed the availability of allegedly less-expensive generic versions of certain of the Products and, more generally, engaged in anticompetitive conduct to keep the prices of certain of the Products high. All of the Defendants deny the essential allegations of the Complaint.

"Fixed Dose Combination" drugs ("FDCs") are single pills that combine more than one active pharmaceutical ingredient. End-Payor Plaintiffs allege that Gilead entered into separate agreements ("FDC Agreements") with each of BMS and Janssen to combine the parties' proprietary ingredients to make and market a total of six FDCs. The Gilead-BMS FDCs are Atripla and Evotaz; the Gilead-Janssen FDCs are Complera, Prezcobix, Odefsey, and Symtuza. End-Payor Plaintiffs allege that each of the FDC Agreements contained what Plaintiffs call "No-Generics Restraints" ("NGRs")—clauses providing that neither party would make the FDC with generic versions of the other's ingredients, even after the first party's patents on those ingredients expired—and that these No-Generics Restraints are unlawful. Gilead, Janssen, and BMS deny that anything about the FDC Agreements is unlawful, and specifically contend that the provisions Plaintiffs call NGRs are narrow, lawful non-compete clauses.

End-Payor Plaintiffs separately allege that Gilead monopolized the cART Foundation Drug market—an alleged market that includes medicines that are often used in combination antiretroviral therapy, usually (but not always) comprising two nucleotide/nucleoside analogue reverse transcriptase inhibitors ("NRTIs") and at least one "third agent," *i.e.*, an antiretroviral drug of another class. End-Payor Plaintiffs allege that as part of this monopolization: (1) Gilead entered into and abided by the NGR provisions in the FDC Agreements; (2) Gilead unlawfully paid a manufacturer of generic drugs, Teva Pharmaceutical Industries Ltd., to delay entering the market with generic versions of Atripla and Truvada; (3) Gilead manipulated the development and marketing of its ingredients tenofovir disoproxil ("TDF") and tenofovir alafenamide ("TAF")—principal NRTIs used in cART regimens—in order to delay generic competition; and (4) Gilead artificially raised the price of Stribild, which contains TDF, in order to encourage patients to switch prescriptions to Genvoya, which contains TAF and has a longer patent term to protect it from generic competition. Defendants contend that they did not engage in this conduct and/or that the conduct they engaged in was procompetitive and lawful. The district court overseeing this litigation has not concluded whether Defendants engaged in the conduct or whether the conduct was unlawful.

End-Payor Plaintiffs claim, among other things, that Class Members incurred financial damages as a result of the challenged conduct by paying too much for Atripla, Truvada, and Complera, and generic equivalent versions of Atripla and Truvada. A redacted public copy of End-Payor Plaintiffs' First Amended Consolidated Class Action Complaint, dated December 15, 2021 (ECF No. 788), is available for download at www.HIVDrugLitigation.com.

Defendants deny all these allegations, including that End-Payor Plaintiffs or Class Members are entitled to damages or other relief. No court or other authority has found that the Defendants engaged in any wrongdoing. As noted above, **this lawsuit does not claim that any of these HIV medicines are unlawful or ineffective.**

2. **What is a class action and who is involved?**

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The Class Representatives who sued—and all the Class Members like them—are called the Plaintiffs. The companies and people they sued (in this case, Gilead, Janssen, and BMS) are called Defendants. One court resolves the issues for everyone in the Classes—except for those people who choose to exclude themselves from the Damages Classes.

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

End-Payor Plaintiffs have settled their claims against BMS, and those claims have been dismissed with prejudice. A settlement has not been reached with, and this lawsuit will continue against, Defendants Gilead and Janssen. This lawsuit is currently pending in the United States District Court for the Northern District of California before United States District Judge Edward M. Chen. The case name is *In re HIV Antitrust Litigation*, and the civil action number is 3:19-cv-02573-EMC. The Court has set a trial date for March 27, 2023. Any changes to the date or location of the trial will be posted to the website www.HIVDrugLitigation.com. Plaintiffs will have to prove their claims at trial. There is no guarantee that Plaintiffs will win or obtain money for the Classes.

4. **Is there any money available now?**

No money or benefits are available now because the case is not resolved. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to ask for a share. If the litigation is resolved, whether by dismissal, trial, or settlement, and you have not excluded yourself pursuant to this Notice, you may not be given another opportunity to do so.

DETERMINING IF YOU ARE A MEMBER OF ONE OR MORE OF THE CLASSES

5. **How do I know if I am a member of one or more of the Classes?**

The Court has certified three Damages Classes and three Injunctive Classes in this lawsuit (the "Classes"). The Damages Classes are made up of third-party payors ("TPPs") only (*i.e.*, not individual consumers); the Injunctive Classes are made up of both TPPs and consumers.

Damages Classes:

- **The Truvada Class**: All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Truvada sold by Gilead, and/or its AB-rated generic equivalent sold by Teva Pharmaceutical Industries Ltd. or its affiliates, in the Specified States[3] for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through May 31, 2021;

- **The Atripla Class:** All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Atripla sold by Gilead or BMS, and/or its AB-rated generic equivalent sold by Teva Pharmaceutical Industries Ltd. or its affiliates, in the Specified States for consumption by their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through July 31, 2021; and

- **The Complera Class:** All entities in the United States that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Complera in the Specified States for consumption by their

[3] The "Specified States" for each of the Damages Classes are: Alabama, Arizona, California, Connecticut, Florida, Hawaii, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, West Virginia, Wisconsin, and the District of Columbia.

members, employees, insureds, participants, or beneficiaries, other than for resale, during the period February 1, 2018 through September 27, 2022.

Excluded from the Truvada, Atripla, and Complera Classes are: (a) Defendants and their officers, directors, management, employees, subsidiaries, or affiliates; (b) All federal and state government entities, except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (c) Fully insured health plans, *i.e.*, plans for which the insurer bears 100% of the risk for the reimbursement obligations to members; and (d) Pharmacy Benefit Managers.

Injunctive Classes:

- **The Evotaz Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Evotaz for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022;

- **The Prezcobix Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of Prezcobix for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022; and

- **The cART Foundation Drug Injunctive Class:** All persons or entities in the United States who indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price of a cART Foundation Drug[4] for consumption by themselves, their families, or their members, employees, insureds, participants, or beneficiaries, other than for resale, during the period May 14, 2015 through September 27, 2022.

Excluded from each of the Injunctive Classes are: (a) Defendants and their officers, directors, management, employees, subsidiaries, or affiliates; (b) All federal and state government entities, except for cities, towns, municipalities, or counties with self-funded prescription drug plans; (c) Fully insured health plans, *i.e.*, plans for which the insurer bears 100% of the risk for the reimbursement obligations to members; (d) Pharmacy Benefit Managers; and (e) The Judges in this case and any members of their immediate families. Also excluded from the cART Foundation Drug Injunctive Class are natural persons who have filed a claim for personal injury against any of the defendants or Bristol-Myers Squibb Company or E. R. Squibb & Sons, L.L.C., alleged to be caused by the consumption of a tenofovir-containing product.

Additional information about the Classes, including the Class periods and definitions, is available on the case website at www.HIVDrugLitigation.com.

YOUR OPTIONS AS A MEMBER OF ONE OR MORE OF THE CLASSES

6. **How much money can I get?**

No money or benefits are available now because the case is not resolved. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to ask for a share. If the litigation is resolved, whether by dismissal, trial, or settlement, and you have not excluded yourself pursuant to this Notice, you may not be given another opportunity to do so.

[4] cART Foundation Drugs are: Atripla (TDF/FTC/EFV) (Gilead/BMS drug); Biktarvy (BIC/TAF/FTC) (Gilead drug); Complera (TDF/FTC/RPV) (Gilead/Janssen drug); Descovy (TAF/FTC) (Gilead drug); Genvoya (TAF/FTC/EVG/COBI) (Gilead/Japan Tobacco drug); Odefsey (TAF/FTC/RPV) (Gilead/Janssen drug); Stribild (TDF/FTC/EVG/COBI) (Gilead/Japan Tobacco drug); Symtuza (TAF/FTC/DRV/COBI) (Gilead/Janssen drug); Truvada (TDF/FTC) (Gilead drug); and Viread (TDF) (Gilead drug).

7. **What are my other options as a member of one or more of the Classes?**

If you are a member of one or more of the Damages Classes, you can exclude yourself from the Classes, or choose to do nothing and remain a member of the class(es). If you are a member of one or more of the Injunctive Classes, you will be bound by the judgment in this litigation; you do not have the ability to opt out of the Injunctive Classes.

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

You can exclude yourself from the Atripla Damages Class, Complera Damages Class, and Truvada Damages Class (the "Damages Classes"). If you are a member of more than one Damages Class, you must either remain in all of the Damages Classes or exclude yourself from all of the Damages Classes. If you do not want to be part of the Damages Classes and you want to keep your right to sue the remaining Defendants (*i.e.*, Gilead and Janssen) for damages in connection with the conduct that was or could have been alleged in *In re HIV Antitrust Litigation,* then you must take steps to remove yourself from the Damages Classes. This is called excluding yourself, or "opting out" of the Damages Classes. If you exclude yourself, you will not receive any payment or anything else from the Damages Classes. You cannot exclude yourself from the cART Foundation, Prezcobix, and/or Evotaz Injunctive Classes.

9. **How do I opt out of the Damages Classes?**

To exclude yourself from the Damages Classes you must send a letter by mail or email saying that you wish to be excluded from the Damages Classes. Be sure to include your name, address, telephone number, and signature, and to specify that you want to exclude yourself from the Damages Classes. Your identity will not be made public as part of the opting out process. The Notice Administrator, the Court, the End-Payor Plaintiffs', and the Defense Counsel for Remaining Defendants will keep that information confidential. You cannot exclude yourself on the telephone. You must mail or email your request for exclusion, postmarked no later than **March 15, 2023**, to:

In re HIV Antitrust Litigation
EXCLUSIONS
P.O. Box 173001
Milwaukee, WI 53217
info@HIVDrugLitigation.com

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

If you exclude yourself, you will not be legally prevented from suing the Defendants for damages concerning or relating to the claims and factual allegations that were or could have been raised in this action.

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

No. Unless you exclude yourself following the instructions above, you will be bound by the outcome of the case, whether by a settlement or by a judgment rendered for or against the Defendants.

12. **Can I exclude myself from the cART Foundation, Prezcobix, and/or Evotaz Injunctive Classes?**

No, you will not be able to exclude yourself from the cART Foundation, Prezcobix, or Evotaz Injunctive Classes. Those Classes do not seek any money damages from the Defendants. Those Classes seek only injunctive relief, *i.e.*, they seek to alter Defendant's future conduct.

IF YOU DO NOTHING

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

If you do nothing, you will remain a member of the class(es) and be bound by the outcome of this lawsuit, whether by a settlement or by a judgment rendered for or against the Defendants. Unless you exclude yourself, you will not be able to file a lawsuit or be part of any other case asserting claims against Defendants concerning or relating to the claims and factual allegations that were or could have been raised in this lawsuit.

THE LAWYERS REPRESENTING YOU

14. **As a member of one or more of the Classes, do I have a lawyer representing my interests in this class action?**

Yes. The Court has appointed lawyers to represent you and other members of the Classes. These lawyers are called End-Payor Plaintiffs' Counsel. You will not be charged individually for these lawyers.

END-PAYOR PLAINTIFFS' COUNSEL		
Steve W. Berman **HAGENS BERMAN SOBOL SHAPIRO LLP** 1301 Second Avenue, Suite 2000 Seattle, WA 98101 (206) 623-7292	Steve Shadowen **HILLIARD & SHADOWEN LLP** 1135 W. 6th St., Ste. 125 Austin, TX 78703 (855) 344-3298	Daralyn J. Durie **DURIE TANGRI LLP** 217 Leidesdorff Street San Francisco, CA 94111 (415) 362-6666

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

In the event of a judgment against Defendants after trial or by settlement, End-Payor Plaintiffs' Counsel will ask the Court to approve and award attorneys' fees and expenses. They also may ask for service awards for the Class Representatives. The amount of these fees, costs, and awards, if any, will ultimately be determined by the Court.

16. **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.

GETTING MORE INFORMATION

17. **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 or online at https://pacer.uscourts/gov/. The address is U.S. District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102. Judge Edward M. Chen of the United States District Court for the Northern District of California is overseeing the class action.

Additional information about the class action is available on the case website at www.HIVDrugLitigation.com, or you can call the Notice Administrator toll-free at 1-877-388-1751.

Please do not contact the Court or Judge Chen.

18. **Should I contact the Defendants or my doctor concerning the case?**

No. As previously stated, **this lawsuit does not claim that any of Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, or Viread are unsafe or ineffective**. Neither the Defendants, nor your doctor, can provide you with legal advice concerning your options in this lawsuit.

For more information, call the Notice Administrator at 1-877-388-1751 or go to www.HIVDrugLitigation.com.

DATED: DECEMBER 5, 2022

BY ORDER OF THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA