

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

In re Intuniv Antitrust Litigation

Master File No. 1:16-cv-12653-ABD (D. Mass.)

Si desea recibir esta notificación en español, llámenos al 877-324-0405

PROOF OF CLAIM AND RELEASE

Your claim must be postmarked by: March 15, 2021

Claim Number: _____

RE: Class Member: _____

INTRODUCTION

On December 9, 2020, the Court in the above-entitled action (the “Action”) approved a \$19.9 million Settlement of Meijer, Inc. and Meijer Distribution, Inc.’s class action suit against Shire plc, Shire LLC, Shire U.S., Inc. (collectively, “Shire”), Actavis Elizabeth LLC, Actavis LLC, and Actavis Holdco US, Inc. (collectively, “Actavis”). The settlement is with Actavis only, and does not resolve any of the claims against Shire. The notice of class action Settlement dated September 11, 2020, which was previously mailed to you, 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 AND/OR GENERIC INTUNIV

A. The Claims Administrator, in conjunction with the direct purchaser plaintiffs' economic expert, has calculated each Class member's qualifying direct purchases of brand and/or generic Intuniv and, based upon that net purchase volume (i.e., purchases net of returns and known assignments), has provided an initial estimate of each Class member's *pro rata* share of the Net Settlement Fund, based on the allocation methodology approved by the Court. The initial estimate is based upon brand and generic Intuniv purchase data produced in the Action. If and when the Claims Administrator learns of additional assignments of rights to participate in this litigation, the *pro rata* calculations may change. In addition, your *pro rata* 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 estimate is 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 March 15, 2021.** 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 March 15, 2021.**

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 for purposes of the Settlement 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, or subsets thereof, that purchased Intuniv and/or generic Intuniv in any form directly from Shire or Actavis, including any predecessor or successor of Shire or Actavis, from October 19, 2012 through June 1, 2015 (the "Class").

The following were excluded from the Class of direct purchasers: Shire, Actavis, and any of their officers, directors, management, employees, subsidiaries, and affiliates, as well as 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 set in proportion to each Claimant's combined total of (a) total net direct brand Intuniv purchases for the period from November 15, 2012 through February 29, 2016 (net of any returns and net of purchases covered by any assignments by the Claimant); and (b) total net direct generic

Intuniv purchases for the period from December 1, 2014 through June 1, 2015 (net of any returns and net of purchases covered by any assignments by the Claimant).

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 <http://www.intunivantitrustsettlement.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 AND
PRO RATA SHARE OF THE NET SETTLEMENT FUND**

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 Intuniv purchases are as follows:

Brand Intuniv purchased directly from Shire from November 15, 2012 through February 29, 2016 (net of returns and net of known assignments for which purchase data has been produced during the litigation or submitted to the claims administrator).

_____ tablets

Generic Intuniv purchased directly from Actavis from December 1, 2014 through June 1, 2015 (net of returns and net of known assignments for which purchase data has been produced during the litigation or submitted to the claims administrator).

_____ tablets

Note that these estimates do not account for all assignments of rights you may have entered into.

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.

Based on the purchase volumes set forth above and the Court-approved Plan of Allocation, the initial estimate of your *pro rata* share of the Net Settlement Fund is:

N/A

This estimate is subject to change based upon several factors, including but not limited to: (1) the number of claims submitted and the level of participation by Class members in the Settlement; (2) Claimants submitting additional documentation to support their total net purchase volume being different from that calculated by the Claims Administrator; and (3) submission of assignments of rights agreements that affect who can participate in the Settlement.

If you accept and verify that the above figures for your net direct brand and generic

Intuniv purchases are correct, please check here:

B. To the extent that you do not elect to rely upon the calculation of net purchase volumes determined by the Claims Administrator set forth above in Part II.A, please identify all (a) total net **direct** brand Intuniv purchases for the period from November 15, 2012 through February 29, 2016 (net of returns and assignments); and (b) total net **direct** generic Intuniv purchases for the period from December 1, 2014 through June 1, 2015 (net of returns and assignments) by providing the information below in electronic format. Note that the relevant brand manufacturer is Shire; the relevant generic manufacturer is Actavis. 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 Bottles	# of Tablets

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: (a) total net brand Intuniv purchases for the period from **November 15, 2012 through February 29, 2016** (net of returns); and (b) total net generic Intuniv purchases for the period from **December 1, 2014 through June 1, 2015** (net of returns). **Any assignment agreement(s) must be submitted with your claim form.** Please note that the Settlement 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.

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 District of Massachusetts with respect to any suit, action, proceeding or dispute arising out of or relating to *In re Intuniv Antitrust Litigation*, Master File No. 1:16-cv-12653-ABD (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, divisions, affiliates, joint ventures, stockholders, and general or limited partners, as well as their past, present, and future respective officers, directors, employees, trustees, insurers, agents, associates, attorneys, and any other representatives thereof, and predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing, on their own behalf and as assignee or representative of any other entity (collectively, “You”), dismiss Actavis (and its past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, and general or limited partners, as well as their past, present, and future respective officers, directors, employees, trustees, insurers, agents, associates, attorneys, and any other representatives thereof, and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (the “Actavis Releasees”) from this Action with prejudice, and release the Actavis Releasees from all claims, rights, debts, obligations, demands, actions, suits, causes of action, liabilities, including costs, expenses, penalties, and attorneys’ fees, or damages whenever incurred, known or unknown, that were or could have been brought against Actavis in this litigation relating to brand or generic Intuniv, or that arise out of or relate, in whole or in part in any manner, to:

- (a) the subject matter of or acts, omissions, or other conduct alleged in the complaints in this Action, any prior complaints or subsequent amended complaints filed in this Action;
- (b) all claims concerning alleged delayed entry of generic versions of Intuniv (including any authorized generic) that could have been asserted in this Action; and/or
- (c) any and all claims alleging that any agreement between Actavis and Shire relating to brand and/or generic Intuniv resulted in the delayed entry of generic versions of generic Intuniv (including any authorized generic), (collectively, this entire paragraph, the “Released Claims”).

You hereby covenant and agree that You shall not sue or otherwise seek to establish or impose liability against the Actavis Releasees based, in whole or in part, on any of the Released Claims. You are releasing claims only against the Actavis Releasees.

B. In addition, You hereby expressly waive and release any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

SECTION 1542. GENERAL RELEASE—CLAIMS EXTINGUISHED. 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.

You also hereby expressly waive and release any and all provisions, rights, and benefits conferred 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. You may hereafter discover facts other than or different from those that You know or believe to be true with respect to the claims that are the subject of this Paragraph, but You hereby agree that You expressly waive and fully, finally, and forever settle and release as to the Actavis Releasees only any known or unknown, suspected or unsuspected, accrued or unaccrued, 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. For the avoidance of doubt, You also expressly waive and fully, finally, and forever settle and release any and all claims that would otherwise fall within the definition of Released Claims You may have against any of the Actavis 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, which claims are hereby expressly incorporated into the definition of Released Claims.

C. Notwithstanding the foregoing, Released Claims shall not include any claims arising in the ordinary course of business between You and the Actavis Releasees concerning Article 2 of the Uniform Commercial Code (pertaining to sales), the laws of negligence, product liability or implied warranty, breach of warranty, breach of contract (other than breach of contract based in whole or in part on any of the Released Claims), or personal or bodily injury. No party other than the Actavis Releasees is intended to be, or is, included within the scope of the release contained herein. For the avoidance of doubt, neither Shire nor their past or future parent(s) or successor(s) in interest is intended to be, or is, included within the scope of this release. This Settlement is as to Actavis only and is not intended to release any claims other than those specified in herein.

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 _____, 2021 in _____, _____
(Day) (Month) (City) (State/Country)

Sign your name here:

Type/print your name here: _____

Type/print your company name here: _____

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

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

In re Intuniv Antitrust Litigation

c/o A.B. Data, Ltd.

P.O. Box 170700

Milwaukee, WI 53217

Questions? Contact the Claims Administrator at 877-324-0405.

Remember, your signed Proof of Claim and Release must be mailed and postmarked by March 15, 2021.

PART VI: WIRE TRANSFER INFORMATION

If you wish to have your share of the Net Settlement Fund paid by wire transfer, please provide the information below:

Bank Name	
Bank Address	
Account Name	
Account No.	
ABA/Routing No.	
Special Instructions	

Exhibit A: Relevant NDCs of Brand Intuniv and Generic Intuniv

Brand Intuniv (Sold by Shire)		
Strength	Package Size	NDC
1 mg	100 Tablets	54092051302
2 mg	100 Tablets	54092051502
3 mg	100 Tablets	54092051702
4 mg	100 Tablets	54092051902

Generic Intuniv (Sold by Actavis)		
Strength	Package Size	NDC
1 mg	100 Tablets	00228285011
2 mg	100 Tablets	00228285111
3 mg	100 Tablets	00228285311
4 mg	100 Tablets	00228285511