

NOTICE OF CLASS ACTION AND OF PROPOSED END-PAYOR SETTLEMENT

If you purchased Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, or Viread, the partial settlement of a class action lawsuit may affect your rights.

*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 (“the 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”), Bristol-Myers Squibb Company and E. R. Squibb & Sons, L.L.C. (“BMS”), and Johnson & Johnson, Janssen Products LP, and Janssen R&D Ireland (“Janssen”).

Plaintiffs Peter Staley, Ivy Kwan Arce, Gregg S. Gonsalves, PhD, Brenda Emily Goodrow, Andrew R. Spieldenner, PhD, Michael Snipe, 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 a variety of allegedly anticompetitive conduct that caused certain consumers and third-party payors (discussed below) to pay too much for HIV medicines, specifically: Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, and Viread. Defendants deny any wrongdoing and contend that their actions have promoted competition.

A settlement (“Settlement Agreement”) has been reached with Defendants Bristol-Myers Squibb Company and E. R. Squibb & Sons, L.L.C. (together, “BMS” or “the Settling Defendants”) to dismiss all claims against BMS with prejudice. A settlement has not been reached with, and the lawsuit will continue against, Defendants Gilead and Janssen.

This Notice (the “Partial Settlement Notice”) provides notice of the proposed settlement with BMS on behalf of the members of the Proposed Settlement Classes (defined below). The Settlement Classes include: (i) the Atripla Settlement Damages Class; (ii) the Evotaz Settlement Damages Class; (iii) the Complera Settlement Damages Class; (iv) the Stribild Settlement Damages Class; (v) the Truvada Settlement Damages Class; (vi) the cART Foundation Settlement Injunctive-Relief Class; and (vii) the Prezcobix Settlement Injunctive-Relief Class.

If you are a member of one or more of the Settlement Damages Classes, you may be entitled to a damages award. Your legal rights and options are discussed in further detail in the chart below.

Some of the following Class definitions refer to the “Damages States.” The “Damages States” are Alabama, Arizona, Arkansas, California, Connecticut, District of Columbia, Florida, Hawaii, Idaho, Illinois, Iowa, Kansas, Maryland, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

Generally, you are included in the **Atripla Settlement Damages Class** if you reside in the United States or its territories and you purchased, paid, and/or provided reimbursement in (which shall include, with respect to Third-Party Payors [“TPPs”], the state in which you have your principal place of business) any of the Damages

States for some or all of the purchase price for brand or generic Atripla, sold by Bristol-Myers Squibb Company or its affiliates, by Gilead Sciences, Inc. or its affiliates, or by Teva Pharmaceutical Industries Ltd. or its affiliates, for consumption by yourself or your family, or, with respect to TPPs, by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015, through and until October 13, 2021. The Atripla Settlement Damages Class includes TPPs and individual consumers.

Generally, you are included in the **Evotaz Settlement Damages Class** if you reside in the United States or its territories and you purchased, paid, and/or provided reimbursement in (which shall include, with respect to TPPs, the state in which you have your principal place of business) any of the Damages States for some or all of the purchase price of Evotaz, for consumption by yourself or your family, or, with respect to TPPs, by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015, through and until October 13, 2021. The Evotaz Settlement Damages Class includes TPPs and individual consumers.

Generally, you are included in the **Complera Settlement Damages Class** if you reside in the United States or its territories and are a TPP that purchased, paid, and/or provided reimbursement in (which shall include the state in which you have your principal place of business) any of the Damages States for some or all of the purchase price of Complera, for consumption by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015, through and until October 13, 2021. The Complera Settlement Damages Class includes only TPPs; it does not include individual consumers.

Generally, you are included in the **Stribild Settlement Damages Class** if you reside in the United States or its territories and are a TPP that purchased, paid, and/or provided reimbursement in (which shall include the state in which you have your principal place of business) any of the Damages States for some or all of the purchase price of Stribild, for consumption by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015, through and until October 13, 2021. The Stribild Settlement Damages Class includes only TPPs; it does not include individual consumers.

Generally, you are included in the **Truvada Settlement Damages Class** if you reside in the United States or its territories and are a TPP that purchased, paid, and/or provided reimbursement in (which shall include the state in which you have your principal place of business) any of the Damages States for some or all of the purchase price of brand or generic Truvada, sold by Gilead Sciences, Inc. or its affiliates, or by Teva Pharmaceutical Industries Ltd. or its affiliates, for consumption by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015, through and until October 13, 2021. The Truvada Settlement Damages Class includes only TPPs; it does not include individual consumers.

Generally, you are included in the **cART Foundation Settlement Injunctive-Relief Class** if you reside in the United States or its territories and purchased, paid, and/or provided reimbursement for some or all of the purchase price for cART Foundation drugs made by one or more of Bristol-Myers Squibb Company or its affiliates, by Gilead Sciences, Inc. or its affiliates, or by Teva Pharmaceutical Industries Ltd. or its affiliates, for consumption by yourself, your family, or, with respect to TPPs, by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015, through and until October 13, 2021. For purposes of this Settlement, the cART Foundation drugs made by the entities identified above are any of one or more of Atripla, Biktarvy, Complera, Descovy, Genvoya, Odefsey, Stribild, Symtuza, Truvada, and Viread. The cART Foundation Settlement Injunctive-Relief Class includes TPPs and individual consumers.

Generally, you are included in the **Prezcobix Settlement Injunctive-Relief Class** if you reside in the United States or its territories and purchased, paid, and/or provided reimbursement for some or all of the purchase price of Prezcobix, for consumption by yourself, your family, or, with respect to TPPs, by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015,

through and until October 13, 2021. The Prezcobix Settlement Injunctive-Relief Class includes TPPs and individual consumers.

Note that the cART Foundation Settlement Injunctive-Relief Class and the Prezcobix Settlement Injunctive-Relief Class seek injunctive relief only; they do not seek money damages. Both of those classes include TPPs and individual consumers.

The Atripla Settlement Damages Class and the Evotaz Settlement Damages Class seek money damages as well as injunctive relief, and both of those classes include TPPs and individual consumers. The Complera Settlement Damages Class, the Stribild Settlement Damages Class, and the Truvada Settlement Damages Class seek money damages as well as injunctive relief, and those Settlement Classes include only TPPs and do not include individual consumers.

Additional information on who is included can be found in the answer to Question 6 of this Notice.

The full text of the Settlement Agreement is available for inspection at www.HIVdrugsettlement.com. This Notice is intended to provide a convenient summary of the Settlement Agreement. In the event of any inconsistency between this Notice and the terms of the Settlement Agreement, the terms of the Settlement Agreement will control.

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.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

If you are a member of one of more of the Settlement Damages Classes:

FILE A CLAIM

If you are a consumer member of the Atripla Settlement Damages Class or the Evotaz Settlement Damages Class you may file a claim by obtaining a Claim Form from the website www.HIVdrugsettlement.com or requesting one from the Settlement Administrator and submitting it via the website or the mailing address listed below at Question 7. If you choose not to file a claim, and do not exclude yourself, you will still be bound by the settlement but will not receive any damages award. If you are a TPP member of a Settlement Damages Class, you will be notified when to submit a Claim Form.

OBJECT TO THE SETTLEMENT

You may write to the Court and explain what you do not like about the Settlement. The objection deadline is **March 15, 2022**. Additionally, you may ask to go to the Final Approval Hearing and speak in Court about the fairness of the Settlement. Your notice of intention to appear at the Final Approval Hearing must be postmarked no later than **March 15, 2022**. If you object to the settlement, you are still a part of the damages class and you must file a claim in order to receive a damages award.

EXCLUDE YOURSELF FROM THE SETTLEMENT CLASSES	You may write to the Settlement Administrator, A.B. Data, and exclude yourself from the Settlement Damages Classes, which allows you to file a lawsuit against BMS that asserts damages claims related to the allegations or claims in this case. The exclusion deadline is March 15, 2022 .
If you are a member of one of more of the Settlement Injunctive-Relief Classes:	
DO NOTHING	You will be able to participate as a Settlement Class Member in the settlement and you will give up rights to be part of any other lawsuit that asserts certain claims related to the allegations or claims against BMS in this case.
OBJECT TO THE SETTLEMENT	You may write to the Court and explain what you do not like about the Settlement. The objection deadline is March 15, 2022 . Additionally, you may ask to go to the Final Approval Hearing and speak in Court about the fairness of the Settlement. Your notice of intention to appear at the Final Approval Hearing must be postmarked no later than March 15, 2022 .

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

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BASIC INFORMATION ABOUT THE LAWSUIT AND SETTLEMENT

1. Why did I get this Notice?

You received this Notice because you requested it, or records indicate that you may be a member of one or more of the Settlement Classes identified above. A Settlement has been reached with BMS. BMS denies any wrongdoing. A settlement has not been reached with, and the lawsuit will continue against, Defendants Gilead and Janssen. You are not being sued. This Notice describes the lawsuit, the partial settlement of this case, and the rights and options you have now.

2. What is the lawsuit about?

The lawsuit is about the prices of Atripla, Biktarvy, Complera, Descovy, Evotaz, Genvoya, Odefsey, Prezcobix, Stribild, Symtuza, Truvada, and Viread. The End-Payor Plaintiffs (those who brought the suit) allege that the manufacturers of these drugs—Defendants Gilead, BMS, and Janssen—impaired or delayed the availability of allegedly less-expensive generic versions of these drugs and, more generally, engaged in anticompetitive conduct to keep the prices of these drugs 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 and BMS entered into agreements to combine their proprietary ingredients to make and market two FDCs, Atripla and Evotaz. End-Payor Plaintiffs allege that the agreements between BMS and Gilead contained No-Generics Restraints—clauses providing that neither of them would make the FDC with generic versions of the other’s ingredients, even after the patents on those ingredients expired. End-Payor Plaintiffs allege that these No-Generics Restraints are unlawful. BMS and Gilead deny that the agreements between them concerning Atripla and Evotaz contain No-Generics Restraints and deny that the agreements are unlawful.

End-Payor Plaintiffs alleged that BMS entered into an unlawful conspiracy with Gilead and Janssen to monopolize the cART Foundation market—the market that includes drugs 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 alleged “overall conspiracy,” among other allegedly unlawful conduct: (1) Gilead and Janssen included No-Generics Restraints in their collaboration agreements to make and market the FDCs Complera, Prezcobix, Odefsey, and Symtuza; (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. The Defendants contend that they did not engage in this conduct and/or that the conduct was lawful. The district court overseeing this litigation has concluded that, regardless of whether or not this conduct by Janssen and Gilead was unlawful, BMS is not liable for it. Absent this Settlement, the End-Payor Plaintiffs would eventually have had an opportunity to appeal that ruling.

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, Evotaz, Truvada, Complera, Stribild, and their generic equivalents. A redacted public copy of End-Payor Plaintiffs' First Amended Consolidated Class Action Complaint, dated May 28, 2020 (ECF No. 347), is available for download at www.HIVdrugsettlement.com.

Defendants deny all these allegations, including that End-Payor Plaintiffs or Settlement Class Members are entitled to damages or other relief. No court or other authority has found that the Defendants engaged in any wrongdoing.

3. What is the current status of the lawsuit?

End-Payor Plaintiffs have agreed to a Settlement with the BMS Defendants. A settlement has not been reached with, and the lawsuit will continue against, Defendants Gilead and Janssen. The 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 *Staley, et al. v. Gilead Sciences, Inc., et al.*, and the civil action number is No. 3:19-cv-02573-EMC. The Court has set a Final Fairness Hearing for the proposed Settlement on April 28, 2022.

4. What does the Settlement provide?

To settle this lawsuit as it pertains to BMS, BMS has agreed to waive a provision in its agreement with Gilead concerning Evotaz. The effect of this waiver is that Gilead may, but will not be required to, market or license a third party to market a fixed dose combination comprising Gilead's drug Cobicistat and a generic version of the drug atazanavir (whose brand name is Reyataz). In addition, BMS has agreed to deposit a total amount of \$10,000,000 into a Settlement Fund and to pay one half of the costs of providing notice of this Settlement up to a maximum of \$200,000.

If the Court approves the Settlement and it becomes final, Plaintiffs' Settlement Class Counsel will seek approval from the Court to use \$2.5 million of the Settlement Fund to defray reasonable costs of the litigation, including for example expert-witness fees and the cost of notice of this Settlement to the Settlement Class and taxes.

The remainder in the Settlement Fund, after the payment of the above expenses and net of certain administrative expenses, shall be distributed to the Settlement Classes as follows: \$2.5 million will be distributed to individual consumers in the Atripla Damages Class and the Evotaz Damages Class; \$5 million will not be distributed at this time but will be retained for ultimate distribution to the Third-Party Payor members of the Atripla Settlement Damages Class, Evotaz Settlement Damages Class, Complera Settlement Damages Class, Stribild Settlement Damages Class, and Truvada Settlement Damages Class. Details of the proposed distribution may be found in the Plan of Allocation, which has been filed with the Court. The lawyers representing the Settlement Class Plaintiffs do not seek the payment of any attorneys' fees from the Settlement Fund.

Under certain circumstances the Settlement Fund may be reduced or the Settlement terminated if a certain proportion of the members of the Settlement Class exclude themselves from the Settlement Damages Classes.

BMS has agreed to this settlement amount as a compromise of disputed claims and in order to avoid the risks and costs of further litigation, and expressly denies that it did anything wrong or that it is liable to the Plaintiffs or the Settlement Classes.

5. What are members of the Settlement Classes giving up in exchange for the Settlement?

In exchange for the Settlement, members of the Settlement Classes will agree to a “Release of Claims” against the Settling Defendants. The Settlement contains three different releases that apply to members of different Settlement Classes. Some persons or entities will be subject to multiple releases. Consumer and Third-Party Payor Members of the cART Foundation Settlement Injunctive-Relief Class and the Prezcofix Settlement Injunctive-Relief Class will release all claims for equitable relief regarding branded or generic Atripla, Biktarvy, Complera, Descovy, Genvoya, Odefsey, Prezcofix, Stribild, Symtuza, Truvada, and Viread that (a) were asserted against BMS or its affiliates in the Action; or (b) arise out of the facts, occurrences, transactions, or other matters alleged or asserted in this Action, whether known or unknown. Consumer members of the Atripla Settlement Damages Class and Evotaz Settlement Damages Class will release all claims for damages regarding Atripla and Evotaz that were (a) asserted against BMS or its affiliates in the Action; or (b) that arise out of the facts, occurrences, transactions, or other matters alleged or asserted in this Action, whether known or unknown. Third-Party Payor Members of the Atripla Settlement Damages Class, Evotaz Settlement Damages Class, Complera Settlement Damages Class, Stribild Settlement Damages Class, and Truvada Settlement Damages Class will release all claims for damages and all claims for equitable relief regarding branded or generic Atripla, Evotaz, Complera, Stribild, or Truvada that (a) were asserted against BMS or its affiliates in the Action; or (b) arise out of the facts, occurrences, transactions, or other matters alleged or asserted in this Action, whether known or unknown.

None of the Releases of Claims apply to claims seeking relief on the basis of any tort claim for personal injury. None of the Releases of Claims have any effect on any Releasor’s claim arising in the ordinary course of business between Releasors and the Releasees arising under Article 2 of the Uniform Commercial Code (pertaining to sales) or the laws of breach of contract or express warranty, the laws of negligence, product liability, implied warranty, or personal or bodily injury. No party other than the Releasees is intended to be, or is, included within the scope of the releases. For the avoidance of doubt: (a) neither Gilead Sciences, Inc., Gilead Holdings, LLC, Gilead Sciences Ireland UC, Gilead Sciences, LLC (formerly known as Bristol-Myers Squibb & Gilead Sciences, LLC), nor any of its or their past or future parent(s) or successor(s) in interest is intended to be, or is, included within the scope of this release; and (b) neither Johnson & Johnson, Janssen Products LP, Janssen R&D Ireland (formerly known as Tibotec Pharmaceuticals), nor any of their or its past or future parent(s) or successor(s) in interest is intended to be, or is, included within the scope of the releases. This Settlement is as to BMS only and is not intended to, and does not, release any claims other than those specified. In addition, each Releasor expressly waives and releases, upon the Effective Date, any and all provisions, rights, and/or benefits conferred by Section 1542 of the California Civil Code, which reads:

Section 1542. Release. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party;

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 Section 1542 of the California Civil Code, notwithstanding that the release in Paragraph 14 is not a general release and is of claims against Releasees only.

The Settlement Agreement, available at www.HIVdrugsettlement.com, fully describes the BMS Settlement and the Released Claims. If you have any questions, you can talk with the lawyers listed in

Question 18 for free, or you can, of course, talk with your own lawyer if you have questions about what this means.

DETERMINING IF YOU ARE A MEMBER OF THE SETTLEMENT CLASSES

6. How do I know if I am a member of the Settlement Classes?

Generally, you are included in the **Atripla Settlement Damages Class** if you reside in the United States or its territories and you purchased, paid, and/or provided reimbursement in (which shall include, with respect to TPPs, the state in which you have your principal place of business) any of the Damages States for some or all of the purchase price for brand or generic Atripla, sold by Bristol-Myers Squibb Company or its affiliates, by Gilead Sciences, Inc. or its affiliates, or by Teva Pharmaceutical Industries Ltd. or its affiliates, for consumption by yourself or your family, or, with respect to TPPs, by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015, through and until October 13, 2021. The Atripla Settlement Damages Class includes Third-Party Payors (“TPPs”) and individual consumers.

Generally, you are included in the **Evotaz Settlement Damages Class** if you reside in the United States or its territories and you purchased, paid, and/or provided reimbursement in (which shall include, with respect to TPPs, the state in which you have your principal place of business) any of the Damages States for some or all of the purchase price of Evotaz, for consumption by yourself or your family, or, with respect to TPPs, by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015, through and until October 13, 2021. The Evotaz Settlement Damages Class includes TPPs and individual consumers.

Generally, you are included in the **Complera Settlement Damages Class** if you reside in the United States or its territories and are a TPP that purchased, paid, and/or provided reimbursement in (which shall include the state in which you have your principal place of business) any of the Damages States for some or all of the purchase price of Complera, for consumption by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015, through and until October 13, 2021. The Complera Settlement Damages Class includes only TPPs; it does not include individual consumers.

Generally, you are included in the **Stribild Settlement Damages Class** if you reside in the United States or its territories and are a TPP that purchased, paid, and/or provided reimbursement in (which shall include the state in which you have your principal place of business) any of the Damages States for some or all of the purchase price of Stribild, for consumption by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015, through and until October 13, 2021. The Stribild Settlement Damages Class includes only TPPs; it does not include individual consumers.

Generally, you are included in the **Truvada Settlement Damages Class** if you reside in the United States or its territories and are a TPP that purchased, paid, and/or provided reimbursement in (which shall include the state in which you have your principal place of business) any of the Damages States for some or all of the purchase price of brand or generic Truvada, sold by Gilead Sciences, Inc. or its affiliates, or by Teva Pharmaceutical Industries Ltd. or its affiliates, for consumption by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015, through and until October 13, 2021. The Truvada Settlement Damages Class includes only TPPs; it does not include individual consumers.

Generally, you are included in the **cART Foundation Settlement Injunctive-Relief Class** if you reside in the United States or its territories and purchased, paid, and/or provided reimbursement for some or all of

the purchase price for cART Foundation drugs made by one or more of Bristol-Myers Squibb Company or its affiliates, by Gilead Sciences, Inc. or its affiliates, or by Teva Pharmaceutical Industries Ltd. or its affiliates, for consumption by yourself, your family, or, with respect to TPPs, by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015, through and until October 13, 2021. For purposes of this Settlement, the cART Foundation drugs made by the entities identified above are any of one or more of Atripla, Biktarvy, Complera, Descovy, Genvoya, Odefsey, Stribild, Symtuza, Truvada, and Viread. The cART Foundation Settlement Injunctive-Relief Class includes TPPs and individual consumers.

Generally, you are included in the **Prezcobix Settlement Injunctive-Relief Class** if you reside in the United States or its territories and purchased, paid, and/or provided reimbursement for some or all of the purchase price of Prezcobix, for consumption by yourself, your family, or, with respect to TPPs, by your members, employees, insureds, participants, citizens, residents, or beneficiaries, other than for resale, during the period May 14, 2015, through and until October 13, 2021. The Prezcobix Settlement Injunctive-Relief Class includes TPPs and individual consumers.

The “Damages States” referred to in the class definitions above are Alabama, Arizona, Arkansas, California, Connecticut, District of Columbia, Florida, Hawaii, Idaho, Illinois, Iowa, Kansas, Maryland, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

Note that the cART Foundation Settlement Injunctive-Relief Class and the Prezcobix Settlement Injunctive-Relief Class seek injunctive relief only; they do not seek money damages. Both of those classes include TPPs and individual consumers.

The Atripla Settlement Damages Class and the Evotaz Settlement Damages Class seek money damages as well as injunctive relief, and both of those classes include TPPs and individual consumers. The Complera Settlement Damages Class, the Stribild Settlement Damages Class, and the Truvada Settlement Damages Class seek money damages as well as injunctive relief, and those Settlement Classes include only TPPs and do not include individual consumers.

You are NOT a member of the **Atripla Settlement Damages Class**, the **Complera Settlement Damages Class**, the **Evotaz Settlement Damages Class**, the **Stribild Settlement Damages Class**, or the **Truvada Settlement Damages Class** if you: (i) are one of the Defendants or their officers, directors, management, employees, subsidiaries, or affiliates; (ii) are a federal governmental entity; (iii) are the state government of, or a state governmental entity of, one of these states—Alabama, Alaska, Arkansas, California, Connecticut, Delaware, Florida, Hawaii, Idaho, Kansas, Kentucky, Maryland, Minnesota, Mississippi, Missouri, Nebraska, New Jersey, New York, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Utah, Virginia, West Virginia, or Wyoming; (iv) are a Pharmacy Benefit Manager; (v) are a fully insured health plan (*i.e.*, a plan that purchased insurance covering 100% of your reimbursement obligation to members such that the health plan itself did not purchase, pay, or reimburse for Atripla, Complera, Evotaz, Stribild, or Truvada); and/or (vi) are a judge in this case or a member of his or her immediate family.

You are NOT a member of **the cART Foundation Settlement Injunctive-Relief Class** if you: (i) are one of the Defendants or their officers, directors, management, employees, subsidiaries, or affiliates; (ii) are a federal or state governmental entity; (iii) are a Pharmacy Benefit Manager; (iv) are a fully insured health plan (*i.e.*, a plan that purchased insurance covering 100% of your reimbursement obligation to members such that the health plan itself did not purchase, pay, or reimburse for Atripla, Biktarvy, Complera, Descovy, Genvoya, Odefsey, Stribild, Symtuza, Truvada, or Viread); and/or (v) are a judge in this case or a member of his or her immediate family.

You are NOT a member of the **Prezcobix Settlement Injunctive-Relief Class** if you: (i) are one of the Defendants or their officers, directors, management, employees, subsidiaries, or affiliates; (ii) are a federal or state governmental entity; (iii) are a Pharmacy Benefit Manager; (iv) are a fully insured health plan (*i.e.*, a plan that purchased insurance covering 100% of your reimbursement obligation to members such that the health plan itself did not purchase, pay, or reimburse for Prezcobix); and/or (v) are a judge in this case or a member of his or her immediate family.

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

YOUR SETTLEMENT OPTIONS AS A MEMBER OF A SETTLEMENT CLASS

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

If you are a member of a Settlement Injunctive-Relief Class only, you are not eligible to file a claim.

If you are a consumer member of the Atripla or Evotaz Settlement Damages Classes, you must submit a valid Claim Form to the address below or online at www.HIVdrugsettlement.com. You may obtain a Claim Form from the website, or request one from the Settlement Administrator, and file a claim now or within 60 days of final approval of the Settlement. (As noted below, the Final Approval Hearing will be on **April 28, 2022**. You may check the Settlement website, www.HIVdrugsettlement.com, to see whether the Court has approved the Settlement.) At this time, it is unknown how much money, if any, each Settlement Damages Class Member will receive. If the Court approves the Settlement, payments will be approved by the Court in a proceeding later in the case.

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If you are a TPP member of a Settlement Damages Class, you may not submit a claim now. If the Court approves the Settlement, TPP members of the Settlement Damages Classes will not receive any money immediately. Instead, the TPPs' share of the BMS recovery will be held in escrow and paid out to you later, together with any future recoveries in this litigation. If there are no additional future recoveries, the BMS funds will be paid out to you at the conclusion of the litigation. You will receive further notice when to submit a claim.

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

If you are a member of one or more of the Settlement Damages Classes, you can object to the Settlement, exclude yourself from the Settlement Classes, or choose to do nothing. If you are a member of one or more of the Settlement Injunctive-Relief Classes, you can object to the Settlement or you can choose to do nothing.

9. **What does it mean to object?**

If you are a member of one or more of the Settlement Damages Classes or one or more of the Settlement Injunctive-Relief Classes, you have the right to object to the Settlement. Objecting is telling the Court that you don't like something about the proposed Settlement. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision.

10. **How do I object to the proposed Settlement?**

To object, you must prepare and sign a written objection that includes: (i) the case name and number (“*Staley, et al. v. Gilead Sciences, Inc., et al.*, No. 3:19-cv-02573-EMC”); (ii) your full name, current address, and telephone number; (iii) a written statement of your objections and the specific reasons for each; (iv) any supporting papers, evidence, or documents; (v) a statement of whether you intend to appear and present your objections at the Fairness Hearing (*see* Question 21); and (vi) your signature. You must file your objection with the Court no later than **March 15, 2022**, and mail or email copies to Settlement Class Counsel and Defense Counsel postmarked by **March 15, 2022**.

SETTLEMENT CLASS COUNSEL	DEFENSE COUNSEL FOR BMS
<p>Steve W. Berman HAGENS BERMAN SOBOL SHAPIRO LLP 1301 Second Avenue, Suite 2000 Seattle, WA 98101 (206) 623-7292 steve@hbsslaw.com</p>	<p>James L. Cooper ARNOLD & PORTER 601 Massachusetts Ave., NW Washington, DC 20001 james.cooper@arnoldporter.com</p>
COURT	
<p>U.S. District Court for the Northern District of California Phillip Burton Federal Building & United States Courthouse 450 Golden Gate Avenue San Francisco, CA 94102</p>	

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

You can exclude yourself from the Atripa Settlement Damages Class, Evotaz Settlement Damages Class, Complera Settlement Damages Class, Stribild Settlement Damages Class, and Truvada Settlement Damages Class (“the Settlement Damages Classes”). If you are a member of more than one Settlement Damages Class, you must either remain in all of the Settlement Damages Classes or exclude yourself from all of the Settlement Damages Classes. You cannot exclude yourself from the cART Foundation Settlement Injunctive-Relief Class or the Prezobix Settlement Injunctive-Relief Class. If you do not want to be part of the Settlement Damages Classes and you want to keep your right to sue BMS for damages in connection with the conduct alleged in *Staley, et al. v. Gilead Sciences, Inc., et al.*, then you must take steps to remove yourself from the Settlement Damages Classes. This is called excluding yourself, or “opting out” of the Settlement Damages Classes. If you exclude yourself, you will not receive any payment or anything else from the Settlement Damages Classes.

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

To exclude yourself from the Settlement Damages Classes you must send a letter by mail or email saying that you wish to be excluded from the Settlement Damages Classes. Be sure to include your name, address, telephone number, and signature, and to specify that you want to exclude yourself from the Settlement Damages Classes. You cannot exclude yourself on the telephone. You must mail or email your request for exclusion, postmarked no later than **March 15, 2022**, to:

13. What is the legal significance of excluding myself?

If you exclude yourself, you will not be legally prevented from suing BMS for damages by the terms of the release that would otherwise bind members of the Settlement Damages Classes.

14. 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 terms of the release that applies to members of the Settlement Damages Classes.

15. What's the difference between objecting and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the settlement of the Settlement Damages Classes only if you stay in the Settlement Damages Classes. In contrast, excluding yourself from the Settlement Damages Classes is telling the Court that you do not want to be part of the Settlement Damages Classes. If you exclude yourself from the Settlement Damages Classes regarding Atripla, Complera, Evotaz, Stribild, or Truvada, you have no basis to object to the Settlement Damages Classes because the action no longer affects you with regard to the Settlement Damages Classes.

16. Can I exclude myself from the cART Foundation Settlement Injunctive-Relief Class and/or the Prezcobix Settlement Injunctive-Relief Class?

No. If the Court approves the Settlement, you will not be able to exclude yourself from the cART Foundation Settlement Injunctive-Relief Class or the Prezcobix Settlement Injunctive-Relief Class. Those Settlement Classes do not seek any money damages from BMS. Those Settlement Classes seek only injunctive relief, *i.e.*, they seek to alter BMS's future conduct. If the Court approves the Settlement, you will be subject to the terms of the release that applies to members of the cART Foundation Settlement Injunctive-Relief Class and the Prezcobix Settlement Injunctive-Relief Class, which generally release the specified claims against BMS for injunctive relief regarding the conduct alleged in *Staley, et al. v. Gilead Sciences, Inc., et al.*

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, and the Court approves the Settlement, you will be bound by its terms. Unless you exclude yourself from the Settlement Damages Classes you will be subject to the terms of the release that applies to members of the Settlement Damages Classes.

THE LAWYERS REPRESENTING YOU

18. As a member of the Settlement Class or Classes, do I have a lawyer representing my interests in this Class Action and the Settlement?

Yes. The Court has appointed lawyers to represent you and other Settlement Class Members. These lawyers are called Settlement Class Counsel. You will not be charged individually for these lawyers. They

will ask the Court to approve an award for expenses in connection with *Staley, et al. v. Gilead Sciences, Inc., et al.* The following lawyers represent the Settlement Classes:

COUNSEL FOR THE SETTLEMENT CLASSES		
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, Texas 78703 (855) 344-3298	Daralyn J. Durie DURIE TANGRI LLP 217 Leidesdorff Street San Francisco, CA 94111 (415) 362-6666

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

Settlement Class Counsel are not seeking attorneys' fees from the Settlement Fund or from BMS in connection with the BMS Settlement. Settlement Class Counsel will not ask for service awards for the class representatives from the BMS Settlement Fund.

20. **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.

THE COURT'S FINAL APPROVAL HEARING

21. **When and where will the Court determine whether to approve the Settlement?**

The Final Approval Hearing will be on **April 28, 2022 at 1:30 p.m.** before Judge Edward M. Chen, at Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102. At this Hearing, the Court will consider whether the proposed Settlement and all of its terms are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the Hearing (*see* Question 23). At or after the Hearing, the Court will decide whether to finally approve the proposed Settlement. There may be appeals after that. We do not know how long these decisions will take.

22. **Do I have to attend the Final Approval Hearing?**

No. Settlement Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but that is not required.

23. **May I speak at the Final Approval Hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a Notice of Intent to Appear at the Fairness Hearing with your objection (*see* Question 10). You must provide copies of any documents you intend to rely upon, including the names and addresses of any witnesses who will appear at the Fairness Hearing, and the name of any counsel representing you as an objector. Ultimately, the Court will decide who will be allowed to speak at the Fairness Hearing.

GETTING MORE INFORMATION

24. **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. 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. You can also review the relevant Settlement Agreement, Plan of Allocation, and Decisions and Orders online at www.HIVdrugsettlement.com.

Additional information about the Class Action and proposed Settlement is available on the case website at www.HIVdrugsettlement.com, or you can call the Settlement Administrator toll-free at 1-877-999-2491. *Please do not contact the Court or Judge Chen.*

25. **Should I contact BMS or my doctor concerning the Settlement?**

No. As previously indicated, 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 BMS nor your doctor can provide you with legal advice concerning your options under the Settlement.

For more information, call the Settlement Administrator at 1-877-999-2491 or go to www.HIVdrugsettlement.com.

DATED: DECEMBER 30, 2021

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