

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

In re Intuniv Antitrust Litigation
No. 1:16-cv-12653-ABD (D. Mass.)

PROOF OF CLAIM AND RELEASE FORM

INTRODUCTION

On November 6, 2024, the Court in the above-entitled action (the “Action”) granted final approval of a class action settlement (the “Settlement”) between plaintiffs Meijer, Inc., Meijer Distribution, Inc., and QK Healthcare, Inc. (collectively, the “Plaintiffs”), individually and on behalf of the certified direct purchaser class (the “Class”), and defendants Shire plc, Shire LLC, and Shire US, Inc. (collectively, “Shire”). The Settlement provides for the payment of \$58 million to resolve the Class’s claims against Shire.¹ The notice of class action settlement dated July 17, 2024, which was previously mailed and/or emailed to you, summarizes both the litigation and terms of the Settlement. The purpose of this Proof of Claim Form and Release is to provide you with the opportunity to seek a share of the funds from the Settlement, net of attorneys’ fees, litigation expenses, service awards to the Class representatives, and other costs awarded by the Court (the “Net Settlement Fund”).

In order for the Settlement Administrator to properly calculate 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, which are derived from (i) brand and generic sales data produced in this Action and (ii) data and assignments submitted in connection with the Class’s earlier settlement with Actavis, or (b) submit the data required in Part II.B of this Proof of Claim and Release Form.

PART I: CLAIMANT IDENTIFICATION

Please verify the contact information below and provide the additional information requested. If qualifying 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), you should also include documentation of your right to assert a claim with respect to those claimed purchases.

Claim ID: _____

Employer Tax Identification Number: _____

Claimant Name & Address:

Please make any changes or corrections below:

¹ The Class’s claims against defendants Actavis Elizabeth LLC, Actavis LLC, and Actavis Holdco US, Inc. (collectively, “Actavis”) were resolved by an earlier settlement, which the Court approved on December 9, 2020.

Person overseeing the claims process for Claimant (who can be contacted if there are questions regarding this claim):

First Name: _____ MI: _____ Last Name: _____

Phone: (_____) _____ - _____ Email: _____

PART II: CLASS MEMBER'S QUALIFYING PURCHASES OF BRAND AND/OR GENERIC INTUNIV

A. The Plaintiffs' economic expert has calculated each Class member's qualifying direct net purchases of brand and/or generic Intuniv made directly from Shire and/or Actavis and, based on those purchase volumes, has provided an initial estimate of each Class member's *pro rata* share of the Net Settlement Fund pursuant to the Court-approved plan of allocation ("Allocation Plan"). This calculation is based on (a) brand and generic sales data produced by Shire and Actavis in the Action and (b) data and assignments submitted in connection with the Class's earlier settlement with Actavis. Your *pro rata* share may change based on the total number of claims received and/or as a result of additional information submitted during the claims administration process.

Each Class member should verify the accuracy of the total net purchase volumes listed below.

If you agree that the total net purchase volumes provided for your company are accurate, you should sign the last page of this Proof of Claim and Release Form and mail or email it to the Settlement Administrator no later than January 6, 2025. 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, and you will waive the right to challenge or appeal the Settlement 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 below are not accurate, you may submit purchase records as described in Part II.B below. Any such data must be mailed or emailed to the Settlement Administrator no later than January 6, 2025.

If you are filing a claim based on an assignment, you must submit (a) documentation of your right to assert a claim with respect to those claimed purchases and (b) data showing the volume of purchases covered by your assignment.

To have a valid claim, you must be a member of the certified Class or have an assignment of rights from a Class member allowing you to recover as an assignee of a Class member. The certified 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.

Shire and Actavis and any of their officers, directors, management, employees, subsidiaries, or affiliates, as well as all governmental entities, are excluded from the Class.

The Allocation Plan provides that, for Claimants with valid claims, each Claimant's allocated share of the Net Settlement Fund will be calculated by dividing the Claimant's combined total net unit purchases of (a) brand Intuniv made directly from Shire from November 15, 2012 through February 29, 2016 and (b) generic Intuniv made directly from Actavis from December 1, 2014 through June 1, 2015 by (c) the combined total net unit purchases of brand and

generic Intuniv made directly from Shire and Actavis during these periods for all Claimants that submit valid, accepted claim forms.

Allocations to Claimants whose right to an allocation arises by virtue of an assignment from a Class member will 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 (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 Allocation Plan and the Court's order approving the Settlement and Allocation Plan, are available at www.intunivantitrustsettlement.com. This summary of the Allocation Plan is only a summary and is not meant to alter any of the terms of the Allocation Plan. Claimants should refer to the Allocation Plan for further details on how the allocation will be determined.

**INITIAL ESTIMATE OF YOUR PURCHASE VOLUMES AND
PRO RATA SHARE OF THE NET SETTLEMENT FUND**

According to the Plaintiffs' economic expert's analysis of the data produced in the Action and additional information submitted in connection with administration of the Actavis settlement, your estimated net qualifying volumes of brand and generic Intuniv purchases are as follows:

Brand Intuniv purchased directly from Shire from November 15, 2012 through _____ tablets
February 29, 2016 (net of returns and known assignments):

Generic Intuniv purchased directly from Actavis from December 1, 2014 through _____ tablets
June 1, 2015 (net of returns and known assignments):

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

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, pursuant to the Allocation Plan, the initial estimate of your *pro rata* share of the Net Settlement Fund is:

N/A

This estimate is subject to change based on several factors, including, but not limited to, the number of claims submitted, submissions of documentation supporting net purchase volumes different than those calculated by the Plaintiffs' economic expert, and submissions of assignments of rights from Class members 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 Settlement Administrator set forth above in Part II.A, please identify all direct purchases of (a) brand Intuniv from Shire from November 15, 2012 through February 29, 2016, and (b) generic Intuniv from Actavis from December 1,

2014 through June 1, 2015 by providing the information below in electronic format. The Settlement Administrator may require additional information.

Date of Purchase (MM/DD/YYYY)	Supplier (Purchased From)	NDC (#####-####-##)	Transaction Type (Purchase or Return)	Purchase Volume (# 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 that are covered by any such assignment of claims related to direct purchases of (a) brand Intuniv from Shire from November 15, 2012 through February 29, 2016, and/or (b) generic Intuniv from Actavis from December 1, 2014 through June 1, 2015. 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 Settlement 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 the District of Massachusetts with respect to any suit, action, proceeding, or dispute arising out of or relating to 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

In consideration for the Settlement, as of the Effective Date,² the Plaintiffs and all members of the Direct Purchaser Class (on behalf of themselves and their 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 (the “Plaintiff Releasers”), will dismiss Shire (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 “Shire Releasees”) from this Action with prejudice, and release the Shire 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 Shire 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”).

The Plaintiffs and the Direct Purchaser Class hereby covenant and agree that, after the Effective Date, each shall not sue or otherwise seek to establish or impose liability against the Shire Releasees based, in whole or in part, on any of the Released Claims. Shire shall release the Plaintiffs and the Class from all claims, regardless of legal theory, that would have been a compulsory counterclaim in this Action. Shire shall further release the Plaintiffs from all claims, rights, debts, obligations, demands, actions, suits, causes of action, liabilities (including costs, expenses, penalties, and attorneys’ fees), awards, or damages arising out of the arbitration before the American Arbitration Association that was captioned *Meijer, Inc. and Meijer Distribution, Inc. v. Shire LLC and Shire U.S., Inc.*, Case No. 01-21-002-3258, and resulted in the confirmed “Order on Dispute as to Arbitrability on Referral from the District of Massachusetts,” entered June 8, 2022, and the unconfirmed “Final Award,” entered November 3, 2023. Shire hereby covenants and agrees that, after the Effective Date, neither Shire nor any other Shire Releasee shall sue or otherwise seek to establish or impose liability against any Plaintiff and/or the Direct Purchaser Class for any and all claims, regardless of legal theory, that would have been a compulsory counterclaim in this Action.

² The Effective Date is (a) the date of expiration of the period to appeal the Court’s final approval order (i.e., December 7, 2024) or, (b) if the final approval order is appealed, the date the appeal is either (i) resolved by agreement and withdrawn or (ii) affirmed by the court of last resort to which the appeal may be taken.

In addition, as of the Effective Date, the Plaintiffs and each member of the Direct Purchaser Class 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.

Upon the Effective Date, the Plaintiffs and each member of the Direct Purchaser Class 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. The Plaintiffs and each member of the Direct Purchaser Class may hereafter discover facts other than or different from those that they know or believe to be true with respect to the claims that are the subject of this Paragraph, but Plaintiff and each member of the Direct Purchaser Class hereby agree that, as of the Effective Date, they expressly waive and fully, finally, and forever settle and release as to the Shire 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, the Plaintiffs and each member of the Direct Purchaser Class also hereby agree that, as of the Effective Date, they expressly waive and fully, finally, and forever settle and release any and all claims that would otherwise fall within the definition of Released Claims they may have against any of the Shire 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

Notwithstanding the foregoing, Released Claims shall not include any wholly separate and unrelated claims arising in the ordinary course of business between the Plaintiffs and/or member(s) of the Direct Purchaser Class and the Released Parties 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 parties other than the Shire Releasees are intended to be, or are, included within the scope of the release contained herein.

PART V: WIRE TRANSFER INFORMATION

If you would like your share of the Net Settlement Fund to be paid by wire transfer, please provide the information below.

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

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 _____, 2024, in _____, _____.
(Date) (Month) (City) (State)

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 FORM TO:

Intuniv Antitrust Litigation
c/o A.B. Data, Ltd.
P.O. Box 170700
Milwaukee, WI 53217
info@IntunivAntitrustSettlement.com

Questions? Contact the Settlement Administrator at 877-324-0405 or info@IntunivAntitrustSettlement.com.

YOUR SIGNED PROOF OF CLAIM AND RELEASE FORM MUST BE EMAILED OR POSTMARKED BY JANUARY 6, 2025.

EXHIBIT A: QUALIFYING NATIONAL DRUG CODES

Brand Intuniv (sold by Shire)

Strength	Package Quantity	NDC
1 mg	100 tablets	54092-0513-02
2 mg	100 tablets	54092-0515-02
3 mg	100 tablets	54092-0517-02
4 mg	100 tablets	54092-0519-02

Generic Intuniv (sold by Actavis)

Strength	Package Quantity	NDC
1 mg	100 tablets	00228-2850-11
2 mg	100 tablets	00228-2851-11
3 mg	100 tablets	00228-2853-11
4 mg	100 tablets	00228-2855-11