

**If you purchased brand or generic Solodyn
(minocycline hydrochloride) directly from
Medicis Pharmaceutical Corp., Sandoz Inc.,
Lupin Pharmaceuticals, Inc., and/or
other manufacturers, your rights may be
affected by two class action settlements.**

A federal court authorized this Notice. It is not a solicitation from a lawyer.

- The purpose of this notice is to alert you to the existence of a Class Action Lawsuit (the “Lawsuit”) brought by Direct Purchasers of brand or generic Solodyn (minocycline hydrochloride) against Defendants Sandoz Inc. (“Sandoz”), Medicis Pharmaceutical Corp. (a division of Valeant Pharmaceuticals International, Inc.) (“Medicis”), Impax Laboratories, Inc., Lupin Limited, and Lupin Pharmaceuticals, Inc. (“Lupin”) (together “Defendants”), and to give you the opportunity to exclude yourself from or object to the settlements with Sandoz and Lupin (described below) (the “Settlement” or “Settlements”) by taking action within 45 days of this notice. The Lawsuit asserts that the Defendants violated antitrust laws relating to the sale of the prescription pharmaceutical Solodyn and its generic equivalents. Defendants have denied any wrongdoing.
- This notice is also to inform you that a partial settlement of the Lawsuit has been reached with Sandoz and that the Court has certified, for purposes of settlement, a class of certain persons or entities that purchased (a) 45mg, 55mg, 65mg, 80mg, 90mg, 105mg, 115mg, and/or 135mg brand or generic Solodyn tablets directly from any Defendant or other manufacturer at any time from July 23, 2009 through November 25, 2012 and/or (b) 55mg, 65mg, 80mg, 105mg, and/or 115mg brand Solodyn tablets directly from Medicis at any time from November 26, 2012 through April 14, 2017 (the “Direct Purchaser Class for Sandoz Settlement”).
- This notice is also to inform you that a partial settlement of the Lawsuit has been reached with Lupin and that the Court has certified, for purposes of settlement, a class of certain persons or entities that purchased (a) 45mg, 55mg, 65mg, 80mg, 90mg, 105mg, 115mg, and/or 135mg brand or generic Solodyn tablets directly from any Defendant or other manufacturer at any time from July 23, 2009 through November 25, 2012 and/or (b) 55mg, 65mg, 80mg, 105mg, and/or 115mg brand Solodyn tablets directly from Medicis at any time from November 26, 2012 through April 14, 2017 (“Direct Purchaser Class for Lupin Settlement”). The Direct Purchaser Class for Sandoz Settlement and Direct Purchaser Class for Lupin Settlement are defined identically and are referred to jointly in this notice as the “Class” or the “Direct Purchaser Settlement Class.”
- The Settlements with Sandoz and Lupin will provide a combined \$4,346,250 to resolve the Direct Purchaser Class’s claims against Sandoz and Lupin (the “Sandoz and Lupin Settlement Funds”). The Lawsuit will continue against the other Defendants.
- The Court has scheduled a hearing to decide upon Final Approval of the Settlements, the plan for allocating the Sandoz and Lupin Settlement Funds, if any, to Direct Purchaser Settlement Class Members (summarized in responses to Questions 9 and 10 below), and Class Counsel’s request that the Sandoz and Lupin Settlement Funds initially be used only for settlement administration costs, reimbursement of Class Counsel’s out-of-pocket expenses and costs both to date and going forward in pursuing the Litigation against the remaining Defendants, and service awards to the Class Representatives. That hearing is scheduled for November 27, 2017 before U.S. District Court Judge Denise J. Casper in Courtroom 11 of the United States District Court for the District of Massachusetts, United States Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210.
- Your legal rights may be affected whether you act or don’t act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<p align="center">STAY IN EITHER OR BOTH CLASSES AND RETAIN OPPORTUNITY TO SHARE IN SETTLEMENT IF A DISTRIBUTION IS MADE</p>	<p>You do not need to do anything now to remain a member of both the Direct Purchaser Class for Sandoz Settlement and Direct Purchaser Class for Lupin Settlement and retain your right to seek a share of the Settlements with Sandoz and Lupin in the event a distribution is made. If the Settlements with Sandoz and Lupin are approved, the funds will be used to pay the costs and expenses of continued litigation against the non-settling Defendants and service awards for the Class Representatives. If funds remain at the conclusion of the Lawsuit and you are a member of the Direct Purchaser Settlement Class, you will receive a Claim Form to complete, sign, and return to obtain a share of the Sandoz and Lupin Settlement Funds.</p>
<p align="center">EXCLUDE YOURSELF FROM ONE OR BOTH SETTLEMENTS</p>	<p>Ask to be excluded from the either or both of the Direct Purchaser Class for Sandoz Settlement and Direct Purchaser Class for Lupin Settlement. If you exclude yourself (or “opt out”) of the Direct Purchaser Class for Sandoz Settlement, you will not be legally bound by any decision in this Lawsuit relating to Sandoz and may be able, at your own expense, to pursue a claim against Sandoz in the future about the legal issues in this case. If you exclude yourself (or “opt out”) of the Direct Purchaser Class for Lupin Settlement, you will not be legally bound by any decision in this Lawsuit relating to Lupin and may be able, at your own expense, to pursue a claim against Lupin in the future about the legal issues in this case.</p>
<p align="center">OBJECT TO ONE OR BOTH SETTLEMENTS</p>	<p>Write to the Court about why you do not like one or both of the Settlements with Sandoz and/or Lupin.</p>
<p align="center">GO TO A HEARING</p>	<p>Ask to speak to the Court about the fairness of one or both of the Settlements with Sandoz and/or Lupin.</p>

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlements with Sandoz and Lupin. If it does not, the lawyers will need to prove the claims against Sandoz and/or Lupin, together with the claims against the other Defendants, at trial.

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BASIC INFORMATION

1. Why was this notice issued?

A federal court authorized this notice because you have a right to know about the proposed Settlements with Sandoz and Lupin and about all of your options before the Court decides whether to grant final approval of the Settlements with Sandoz and Lupin. This notice explains the Lawsuit, the Settlements with Sandoz and Lupin, your legal rights, what benefits are available, and eligibility for those benefits. Note that you may have received this notice in error; simply receiving this notice does not mean you are definitely a Direct Purchaser Settlement Class Member. You may confirm that you are a Direct Purchaser Settlement Class Member by reviewing the criteria set forth in Question 7 below. You may also call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 16 below.

2. What is this lawsuit about?

The Plaintiffs allege that the Defendants violated federal antitrust laws by unlawfully impairing the introduction of generic versions of the prescription drug Solodyn into the United States market.

The Plaintiffs allege that Medicis entered into illegal reverse payment agreements with Sandoz, Lupin, and Impax Laboratories, Inc. that impaired generic Solodyn competition.

The Plaintiffs argue that this alleged conduct suppressed or eliminated competition that Medicis would have faced from generic competitors. The Plaintiffs further claim that Class Members were injured as a result of the Defendants' acts by paying more for Solodyn and/or generic Solodyn than they would have paid otherwise and/or by being unable to purchase less expensive, generic versions of Solodyn. As a result, the Plaintiffs claim that Class Members were overcharged for Solodyn and its generic versions. A redacted public copy of the Plaintiffs' Amended Complaint and Demand for Jury Trial, dated February 18, 2016, is available for download at www.SolodynDirectPurchaserAntitrustLitigation.com.

The Defendants deny all these allegations, including that any Plaintiff or Class Member is entitled to damages or other relief. The Settlements with Sandoz and Lupin are not admissions of wrongdoing by Sandoz, Lupin, or any of the other Defendants. The Lawsuit will continue against the remaining Defendants.

The Class Representatives (identified below), on behalf of the proposed Direct Purchaser Settlement Class, entered into Settlement Agreements with Sandoz and Lupin. The terms of the Settlements, which are subject to final approval by the Court, are set forth in written Settlement Agreements dated October 27, 2016 (with Sandoz) and February 22, 2017 (with Lupin) (the "Settlement Agreements"). The Settlement Agreements provide that Sandoz will pay \$3,202,500 and Lupin will pay \$1,143,750 for the benefit of the Direct Purchaser Settlement Class in exchange for releases of all claims against Sandoz, Lupin, and the released parties ("Released Claims," "Sandoz Releasees," and "Lupin Releasees" as defined in the Settlement Agreements) related to the conduct alleged in the Lawsuit as set forth in the Settlement Agreements. The Settlement Agreements contain the full text of the releases and are available for review at www.SolodynDirectPurchaserAntitrustLitigation.com.

THE COURT HAS NOT DECIDED WHETHER THE DEFENDANTS VIOLATED ANY LAWS. THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF PLAINTIFFS' CLAIMS OR THE DEFENSES ASSERTED BY THE DEFENDANTS.

The class action is known as *In re Solodyn (Minocycline Hydrochloride) Antitrust Litigation*, MDL No. 14-md-2503-DJC (D. Mass.) and is being overseen by the Honorable Denise J. Casper of the United States District Court for the District of Massachusetts.

3. What is Solodyn?

Solodyn is a tetracycline antibiotic that is used to treat pimples and red bumps in people 12 years of age and older with moderate to severe acne. It is a prescription medicine that is distributed as an extended release tablet.

4. Why is this lawsuit a class action?

In a class action, one or more people or entities called "Class Representatives" sue on behalf of other people and entities with similar claims. In this case, the Class Representatives are Ahold USA, Inc. and Rochester Drug Co-Operative, Inc.

The Class Representatives and the people and entities on whose behalf they have sued are together a "Class" or "Class Members" or "Direct Purchaser Settlement Class Members." They are also called the "Plaintiffs." Their attorneys are called "Plaintiffs' Counsel" or "Class Counsel."

The companies that have been sued are called the "Defendants." In this case, the Defendants are Sandoz Inc., Medicis Pharmaceutical Corp. (a division of Valeant Pharmaceuticals International, Inc.), Impax Laboratories, Inc., Lupin Limited, and Lupin Pharmaceuticals, Inc.

In a class action lawsuit, one court resolves the issues for everyone in the class, except for those class members who exclude themselves from the class. The Court, by order dated April 14, 2017 certified a Class in this case for purposes of the Settlements with Sandoz and Lupin. A copy of the Court's order may be found at www.SolodynDirectPurchaserAntitrustLitigation.com.

The Court determined that, for purposes of settlement, this lawsuit can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court has found that, for purposes of settlement:

- The number of Class Members is so numerous that joining them all into one suit is impractical.
- Members of the Class share common legal or factual issues relating to the claims in this case.
- The claims of the Class Representatives are typical of the claims of the rest of the Class.
- The Class Representatives and the lawyers representing the Class will fairly and adequately protect the Class's interests.
- The common legal questions and facts predominate over questions affecting only individual members of the Class, and this class action will be more efficient than individual lawsuits.

5. Has the Court identified class claims, issues, or defenses?

Judge Casper has identified, for purposes of settlement, the following classwide issues:

- a) Whether the conduct challenged as anticompetitive constituted a conspiracy in violation of Section 1 of the Sherman Act 15 U.S.C. § 1;
- b) Whether the conduct challenged substantially affected interstate commerce and caused antitrust injury-in-fact to the Direct Purchaser Settlement Class, in the nature of overcharges paid as a result of the higher prices paid directly by Direct Purchaser Settlement Class Members for brand or generic Solodyn including because of an inability to substitute a less expensive generic version of Solodyn for a more expensive brand version; and
- c) The amount of overcharge damages, if any, owed to the Direct Purchaser Settlement Class in the aggregate under Section 4 of the Clayton Act, 15 U.S.C. § 15.

6. Why are there Settlements?

The Plaintiffs and Defendants were preparing to proceed with the litigation and eventually to go to trial, but the Plaintiffs and Sandoz have now agreed to a settlement. Separately, the Plaintiffs and Lupin have now agreed to a settlement. By settling, Plaintiffs, Sandoz and Lupin avoid the risk of trial and the continued costs of litigation. The Class Representatives and Class Counsel believe that the proposed Settlements with Sandoz and Lupin are fair, adequate, reasonable, and in the best interests of the Class. The litigation will continue against the remaining Defendants.

WHO IS INCLUDED IN THE CLASS AND SETTLEMENTS

To see if you are in the Class, you first have to determine whether you are a Direct Purchaser Settlement Class Member.

7. Am I part of the Class and the Settlements?

You are in the Direct Purchaser Settlement Class if you are a person or entity in the United States and its territories, including Puerto Rico, who purchased (a) 45mg, 55mg, 65mg, 80mg, 90mg, 105mg, 115mg, and/or 135mg brand or generic Solodyn tablets **directly** from any Defendant or other manufacturer at any time during the period July 23, 2009 through and including November 25, 2012 and/or (b) 55mg, 65mg, 80mg, 105mg, and/or 115mg brand Solodyn tablets **directly** from Medicis at any time from November 26, 2012 until April 14, 2017 (the "Class Period").

Excluded from the Direct Purchaser Settlement Class are Sandoz, Lupin, and any other defendant in MDL 2503 and their officers, directors, management, employees, subsidiaries, or affiliates, and all federal governmental entities.

Also excluded from the Class are the Individual Retailer Plaintiffs who have independently filed actions that have been coordinated in MDL 2503: Walgreen Co., The Kroger Co., Safeway, Inc., HEB Grocery Company L.P., Albertson's, LLC, Rite Aid Corporation, Rite Aid Hdqtrs. Corp., and CVS Pharmacy, Inc.

If you are not sure whether you are included, you may call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 16 below. If you wish to exclude yourself from the Direct Purchaser Settlement Class and the Settlements with Sandoz and Lupin, please refer to Question 11.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What do the Settlements provide?

Sandoz has agreed to pay \$3,202,500 in cash and Lupin has agreed to pay \$1,143,750 in cash into separate interest-bearing escrow accounts (“Sandoz and Lupin Settlement Funds”) for the benefit of the Direct Purchaser Settlement Class. If approved by the Court, the Sandoz and Lupin Settlement Funds will be used to pay the costs and expenses incurred to date and to be incurred by Plaintiffs’ Counsel through the continued litigation against the non-settling Defendants.

Plaintiffs’ Counsel will ask for service awards for the two Class Representatives of up to \$10,000 each from the Sandoz and Lupin Settlement Funds in recognition of their efforts to date on behalf of the Class.

Plaintiffs’ Counsel will not seek any attorneys’ fees from the Sandoz and Lupin Settlement Funds.

Sandoz and Lupin have also agreed to provide cooperation in the continuing Lawsuit against the non-settling Defendants, as described in Paragraph 8 in each of the Settlement Agreements.

In exchange for the Sandoz and Lupin Settlement Funds and their cooperation, Sandoz and Lupin will be released and discharged from all antitrust and similar claims relating to Solodyn (“Released Claims,” “Sandoz Releasees,” and “Lupin Releasees” as defined in the Settlement Agreements). The full text of the releases is included in the Settlement Agreements, available at www.SolodynDirectPurchaserAntitrustLitigation.com.

If, at the conclusion of the litigation against the non-settling Defendants and after deducting the costs of settlement administration and the service awards for the two Class Representatives and reimbursing Plaintiffs’ Counsel for their court-approved costs and expenses, any money remains in the Sandoz and Lupin Settlement Funds, that money may be distributed to Direct Purchaser Settlement Class Members who return valid and timely Claim Forms. The distribution will be made on a *pro rata* basis, consistent with each Direct Purchaser Settlement Class Member’s aggregate share of the total Direct Purchaser Settlement Class purchases of brand and generic Solodyn. Transactional sales data from the Defendants and/or other generic manufacturers of Solodyn will be used to make the calculations. Class Members will be given the opportunity to provide data or information to supplement or correct this information. If any money is to be distributed from the Sandoz and Lupin Settlement Funds, each Direct Purchaser Settlement Class Member will receive a pre-populated Claim Form for review and signature.

9. When would I get my payment and how much would it be?

Initially, you will not be paid as a result of the Settlements. Instead, the money in the Sandoz and Lupin Settlement Funds will be used to pay settlement administration costs and for reimbursement of costs and expenses incurred to date and to be incurred by Class Counsel in connection with the continued litigation against the non-settling Defendants, as well as payment of service awards to the Class Representatives. If at the conclusion of the Lawsuit, sufficient funds remain in the Sandoz and Lupin Settlement Funds to efficiently distribute to Direct Purchaser Settlement Class Members, and the Court approves distribution, the remainder of the Sandoz and Lupin Settlement Funds then would be allocated to Class Members. If there is an allocation of remaining funds at the conclusion of the Lawsuit, it will be on a *pro rata* basis pursuant to a Plan of Allocation that will be approved by the Court and your share of the Sandoz and Lupin Settlement Funds, if any, will depend on the amount of 45mg, 55mg, 65mg, 80mg, 90mg, 105mg, 115mg, and/or 135mg brand or generic Solodyn tablets you purchased directly from any defendant or other manufacturer from July 23, 2009 through November 25, 2012 and/or the amount of 55mg, 65mg, 80mg, 105mg, and/or 115mg brand Solodyn tablets you purchased directly from Medicis from November 26, 2012 through April 14, 2017 and the number of valid claim forms that Direct Purchaser Class Members submit. Any accrued interest on the Sandoz and Lupin Settlement Funds will be included, *pro rata*, in the amount, if any, paid to the Direct Purchaser Settlement Class Members.

We do not know if this will occur (since there may not be any funds remaining) and if so, when (since we do not know when the Lawsuit will be over). If there is an appeal of the Settlements’ final approval, the appeal could take several years to resolve. The Litigation against the non-settling Defendants is also scheduled to go to trial on March 12, 2018, after which there may be post-trial briefing and appeals.

Payment is conditioned on several matters, including the Court’s approval of the Settlements and upon any appeal being final and no longer subject to any appeals to any court.

The Settlement Agreements may be terminated if the Court does not approve the Settlements or materially modifies them. If either of the Settlement Agreements is terminated, the Lawsuit will proceed against Sandoz and/or Lupin as if such Settlement had not been reached.

10. How can I get a payment?

If the Settlements are approved by the Court, and money remains in the Sandoz and Lupin Settlement Funds at the conclusion of the Lawsuit with the non-settling Defendants and after Court-approved costs and expenses are deducted and payment of service awards to Class Representatives are made, all Direct Purchaser Settlement Class Members may receive a Claim Form to request a *pro rata* share of the remaining Sandoz and Lupin Settlement Funds. Transactional sales data from the Defendants and/or other generic manufacturers of Solodyn will be used to make the calculations. You may be asked to verify the accuracy of the information in the Claim Form and to sign and return the form according to the directions on the form. Class Members will be given the opportunity to provide data or information to supplement or correct this information.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

11. Can I get out of the Settlements with Sandoz and/or Lupin?

Yes, you may exclude yourself from either the Direct Purchaser Class for Sandoz Settlement or the Direct Purchaser Class for Lupin Settlement or both but no later than June 12, 2017. To exclude yourself from one or both Settlements, you must send a letter via first class U.S. Mail saying that you want to exclude yourself from the Direct Purchaser Class for Sandoz Settlement or the Direct Purchaser Class for Lupin Settlement or both in *In re Solodyn (Minocycline Hydrochloride) Antitrust Litigation*, MDL No. 14-md-2503-DJC (D. Mass.). Be sure to include your name, address, telephone number, and your signature. Mail the exclusion to: Solodyn Direct Purchaser Antitrust Litigation, P.O. Box 43434, Providence, RI 02940-3434. Your letter requesting exclusion must be postmarked no later than **June 12, 2017**.

If you ask to be excluded from the Direct Purchaser Class for Sandoz Settlement, you will not get to share in the Sandoz Settlement, will not be legally bound by the Sandoz Settlement, and may be able to sue (or continue to sue) Sandoz in the future about the legal issues resolved by the Sandoz Settlement.

If you ask to be excluded from the Direct Purchaser Class for Lupin Settlement, you will not get to share in the Lupin Settlement, will not be legally bound by the Lupin Settlement, and may be able to sue (or continue to sue) Lupin in the future about the legal issues resolved by the Lupin Settlement.

If you exclude yourself from one or both Settlements so you can start or continue your own lawsuit against Sandoz and/or Lupin, you should talk to your own lawyer soon, because your claims will be subject to a statute of limitations, which means that your claims will expire if you do not take timely action. You need to contact your own lawyer at your own expense about this issue.

If you do not exclude yourself from one or both Settlements, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Sandoz and/or Lupin arising from the claims brought in this case and resolved by the Settlements. All of the Court's orders concerning the Lawsuit will apply to you and legally bind you. You will be bound by the Settlements with Sandoz and/or Lupin, if the Court grants final approval, and the final judgment entered in the case.

12. If I do not exclude myself, can I sue Sandoz and/or Lupin for the same thing later?

No, you may not sue Sandoz or Lupin for the same thing if you remain in both the Direct Purchaser Class for Sandoz Settlement and the Direct Purchaser Class for Lupin Settlement, referred to jointly here as the Direct Purchaser Settlement Class. By staying in the Direct Purchaser Settlement Class, you give up your right to sue Sandoz and Lupin for—or “release”—your claims and potential claims relating to your purchases of Solodyn (and/or its generic equivalents) from Sandoz and the “Sandoz Releasees” and Lupin and the “Lupin Releasees.” The full text of the releases and explanations of the “Sandoz Releasees” and “Lupin Releasees” are included in the Settlement Agreements.

If you have your own pending lawsuit, speak to your lawyer in that case immediately, because you must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **June 12, 2017**.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The lawyers listed below have been appointed by the Court as Plaintiffs' Co-Lead Class Counsel. They are experienced in handling similar cases against other companies. The lawyers are:

Thomas M. Sobol
Lauren Guth Barnes

Hagens Berman Sobol Shapiro LLP
55 Cambridge Parkway, Suite 301
Cambridge, MA 02142
Tel: (617) 482-3700
www.hbsslaw.com

David F. Sorensen
Andrew C. Curley

Berger & Montague, P.C.
1622 Locust Street
Philadelphia, PA 19103
Tel: (215) 875-3000
www.bergermontague.com

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Plaintiffs’ Co-Lead Class Counsel are working on your behalf. However, if you wish to do so, you may retain your own lawyer at your own expense.

15. How will the lawyers be paid?

If the Court approves the Settlements, the Court will be asked to approve a request for the costs of settlement administration and reimbursement of Class Counsel’s costs and expenses incurred to date and to be incurred through the remainder of the Lawsuit with the non-settling Defendants. You will not have to pay these costs or expenses out of your own pocket. If the Court grants Class Counsel’s requests, these amounts will be deducted from the Sandoz and Lupin Settlement Funds.

Class Counsel will ask for service awards for the two Class Representatives of up to \$10,000 each from the Sandoz and Lupin Settlement Funds in recognition of their efforts to date on behalf of the Class.

Class Counsel will not ask for any attorneys’ fees from the Sandoz and Lupin Settlement Funds.

OBJECTING TO THE SETTLEMENT(S)

You can tell the Court that you do not agree with the Settlement(s) with Sandoz and/or Lupin or some part of one or the other. If you exclude yourself from the Direct Purchaser Class for Sandoz Settlement, however, you cannot object to the Sandoz Settlement. Similarly, if you exclude yourself from the Direct Purchaser Class for Lupin Settlement, you cannot object to the Lupin Settlement.

16. How do I tell the Court that I do not like one or both of the Settlements?

If you are a Direct Purchaser Settlement Class Member (and have not excluded yourself), you can object to one or both of the Settlements if you do not like them or any part of them. The Court will consider your views. To object, you must send a letter via first class U.S. Mail saying that you object to one or both of the Settlements in *In re Solodyn (Minocycline Hydrochloride) Antitrust Litigation*, MDL No. 14-md-2503-DJC. Be sure to include your name, address, telephone number, your signature, and the reasons why you object to the Settlement(s). Mail the objection to all of the following:

Clerk of the Court	Class Counsel
Clerk of the United States District Court for the District of Massachusetts United States Courthouse 1 Courthouse Way Boston, MA 02210	Thomas M. Sobol Lauren Guth Barnes Hagens Berman Sobol Shapiro LLP 55 Cambridge Parkway, Suite 301 Cambridge, MA 02142 —and— David F. Sorensen Andrew C. Curley Berger & Montague, P.C. 1622 Locust Street Philadelphia, PA 19103
Counsel for Sandoz	Counsel for Lupin
Laurence Schoen Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. One Financial Center Boston, MA 02111 —and— Peter Thomas Simpson Thacher & Bartlett LLP 900 G Street NW Washington, DC 20001	Leiv Blad Lowenstein Sandler LLP 2200 Pennsylvania Avenue NW Washington, DC 20037

Your objection **must be postmarked and filed with the Court no later than June 12, 2017.**

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlements with Sandoz and/or Lupin. You may attend, if you have not excluded yourself from the Class, and you may ask to speak, but you do not have to.

17. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Fairness Hearing at 3:00 p.m. on November 27, 2017, in Courtroom 11 of the United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210. At this hearing, the Court will consider whether the Settlements are fair, reasonable and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlements. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No, you do not have to attend the hearing. Plaintiffs' Co-Lead Class Counsel will answer questions that Judge Casper may have. You are welcome to attend at your own expense, however.

If you send an objection, you do not have to come to Court to talk about it. So long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the hearing?

If you remain in either the Direct Purchaser Class for Sandoz Settlement or the Direct Purchaser Class for Lupin Settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter via first class U.S. Mail saying that it is your "Notice of Intention to Appear in *In re Solodyn (Minocycline Hydrochloride) Antitrust Litigation*, MDL No. 14-md-2503-DJC (D. Mass.)." Be sure to include your name, address, telephone number, and your signature, as well as a summary statement outlining your positions and the reasons for them, and copies of any supporting documents or briefs you want the Court to consider. Your Notice of Intention to Appear must be postmarked no later than **June 12, 2017**, and must be sent to the Clerk of the Court, Class Counsel and Counsel for Sandoz and Lupin, at the addresses set forth in the responses to Question 16.

You cannot speak at the hearing if you excluded yourself as a Direct Purchaser Settlement Class Member from both Settlements.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you are a Direct Purchaser Settlement Class Member and you do nothing, you will remain a member of the Direct Purchaser Settlement Class and the Settlements will apply to you as described in this notice, if the Settlements are approved. However, as explained, if there are funds from the Sandoz and Lupin Settlement Funds remaining at the conclusion of the Lawsuit to be distributed, you would be sent a claim form and would need to complete, sign and return the form by a date that would be included in the claim form in order to be eligible to receive any payment.

GETTING MORE INFORMATION

21. How do I get more information?

If you have questions about this case or want to get additional information, you may call or write to, or visit the website of the lawyers listed in the answer to Question 16. This is only a summary of the proposed Settlements and is qualified in its entirety by the terms of the actual Settlement Agreements. Copies of the Settlement Agreements, including the releases, are on public file with the United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210 during normal business hours and are also available for download and/or viewing on the internet site www.SolodynDirectPurchaserAntitrustLitigation.com.

**PLEASE DO NOT WRITE OR CALL THE COURT
OR THE CLERK'S OFFICE FOR INFORMATION.**

DATED: April 28, 2017

BY THE COURT
/s/ Denise J. Casper
Honorable Denise J. Casper
United States District Judge