

## AF9

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## UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA

*Faulkner, et al. v. Acella Pharmaceuticals, LLC, No. 2:22-CV-092-RWS.*

**If you had a prescription for NP Thyroid<sup>®</sup> dispensed to you between May 12, 2018, and April 30, 2021, you could receive a payment from a proposed Class Action Settlement.**

*A Federal Court has authorized this Notice. This is not a solicitation from a lawyer.*

- A proposed Class Action Settlement (the “Settlement”) will require the manufacturer of NP Thyroid<sup>®</sup>, Acella Pharmaceuticals, LLC (“Acella”), to provide payments of at least \$10 and as much as \$50 to eligible Class Members.
  - Each eligible Class Member who submits a claim will be entitled to the lesser of \$50 dollars, or the claimant’s actual out-of-pocket expenditures, for a 90-day supply of NP Thyroid<sup>®</sup> dispensed to the claimant between May 12, 2018, and April 30, 2021, subject to the terms below.
  - Eligible Class Members will be entitled to receive \$10 dollars if they had no out-of-pocket expenditures or if their out-of-pocket payments fall below that amount, for a 90-day supply of NP Thyroid<sup>®</sup> dispensed to the claimant between May 12, 2018, and April 30, 2021, subject to the terms below.
- To qualify for monetary compensation, a person must:
  - Have had a prescription for NP Thyroid<sup>®</sup> dispensed to that person between May 12, 2018, and April 30, 2021, and
  - Between June 1, 2024 and November 30, 2024, submit a claim including documentation showing the prescription was dispensed, including either an original receipt received upon dispensing of the prescription, a copy of the receipt, similar pharmacy records reflecting the prescription was dispensed, or documentation from the person’s insurance provider or pharmacy benefits manager indicating that the prescription was dispensed, and
  - If the person seeks a refund of specific out-of-pocket expenses up to \$50, submit documentation of the type described above that shows the amount(s) paid by the claimant for NP Thyroid<sup>®</sup> prescriptions, and
  - Have not already received a refund from Acella for any purchase associated with the May 2020, September 2020 or April 2021 recalls and, additionally, must not request a refund through a different program for any purchase within the class period.

“Person” includes only natural persons (*i.e.*, human beings) and does not include entities, such as insurance providers.

- Through the Settlement Agreement, Acella has agreed to reimburse each member of the Settlement Class’s out-of-pocket prescription costs, up to the lesser of \$50 dollars or a 90-day supply. Acella has also agreed to pay \$10 to members of the Settlement Class who had no out-of-pocket payments for NP Thyroid® or if their out-of-pocket payments fall below that amount. Settlement Class Members are not eligible if they have previously received a refund from Acella for any purchase associated with the May 2020, September 2020 or April 2021 recalls, or request a refund through a different program for any purchase within the class period. Note: Settlement Class Members may be entitled to compensation above the \$50 maximum refund amount through a supplemental refund program for NP Thyroid® associated with the May 2020, September 2020 and April 2021 recalls, with proof of purchase of product that was impacted by one of the recalls, if they have not previously received a refund for any purchase impacted by the same recall; however, Settlement Class Members may not participate in both programs.
- This lawsuit seeks compensation for Class Members’ economic loss—in other words, the amount paid for NP Thyroid®. The lawsuit does not seek, and the Settlement does not compensate, Class Members for any personal injuries or wrongful death they have allegedly suffered from taking NP Thyroid®. Neither the lawsuit nor this Settlement have any effect on an individual’s ability to bring a separate lawsuit seeking compensation for personal injury or wrongful death allegedly caused by NP Thyroid®.
- Your legal rights are affected whether you act or do not act. **Read this Notice carefully.**
- These rights and options—and the deadlines within which to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>STAY IN THE SETTLEMENT CLASS AND SUBMIT A CLAIM BETWEEN JUNE 1, 2024 AND NOVEMBER 30, 2024.</b>	<p><b><u>The only way to get a payment.</u></b></p> <p>To receive monetary benefits, you will need to timely submit a claim to AF9 Claims Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172. However, if the Court approves the Settlement, you will be bound by the terms and release contained in the Settlement even if you do not submit a claim, unless you exclude yourself as described below.</p>
<b>EXCLUDE YOURSELF BY APRIL 22, 2024.</b>	<p><b><u>Get no payment.</u></b></p> <p>This option allows you to pursue your own lawsuit against defendant Acella or any of the other released parties about the legal claims in this case. It also is the only option that allows you to ever be part of any other lawsuit against Acella or any of the other released parties under the Settlement Agreement for any economic injury related to the purchase of NP Thyroid® between May 12, 2018, and April 30, 2021, caused by the alleged conduct in this case.</p>
<b>OBJECT BY APRIL 22, 2024.</b>	Write to the Court if you do not like the Settlement.

<b>GO TO A HEARING ON MAY 14, 2024</b>	Ask to speak in Court about the fairness of the Settlement. If you wish to speak at the hearing, you must write to the Court by mailing a written objection letter that includes a statement that you wish to attend and speak at the Hearing no later than April 22, 2024. This Notice explains how to complete and submit a Notice of Intention to Appear along with your Objection. You cannot speak at the hearing if you excluded yourself.
<b>DO NOTHING</b>	If you do nothing, you will remain in the Class Action as a Class Member and will not, in the future, be able to pursue any other lawsuit against Acella or any of the other released parties for any economic injury related to the purchase of NP Thyroid® between May 12, 2018, and April 30, 2021, caused by the alleged conduct in this case. <b>If you do not timely file a complete Claim Submission with the Claims Administrator, you will not receive compensation.</b> <b>The deadline to file a Claim Submission is November 30, 2024</b>

<b>IMPORTANT DATES AND DEADLINES</b>	
<b>Class Membership Exclusion (opt-out) Deadline</b>	April 22, 2024
<b>Start of the Claims Period</b>	June 1, 2024
<b>Claim Submission Deadline</b>	November 30, 2024
<b>Objection and Intervention Submission Deadline</b>	April 22, 2024
<b>Fairness Hearing</b>	May 14, 2024, at 10:00 a.m.

This Notice is only a summary of the Settlement Agreement and your rights. You are encouraged to carefully review the complete Settlement Agreement at [www.NPTSettlement.com](http://www.NPTSettlement.com). The Settlement Agreement is also on file in the office of the Clerk of Court for the U.S. District Court for the Northern District of Georgia in Gainesville, Georgia (see Question 28 for the address). You can also get this information by calling 1-877-519-1122 and requesting copies.

***Please do not write, email, or call the Court or Clerk of Court for additional information.***

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## BASIC INFORMATION

### 1. What is this lawsuit?

This is a federal court class action pending in the United States District Court for the Northern District of Georgia since 2022. The people who sued are called the **Plaintiffs**. The company they sued, Acella, is called the **Defendant**. They are more fully defined below.

The Plaintiffs contend that Defendant made, marketed, and sold NP Thyroid<sup>®</sup> that contained too much or too little of its active ingredients and was therefore worthless. Plaintiffs contend that individuals who purchased affected NP Thyroid received a product worth less than what they paid and therefore suffered an economic injury.

“NP Thyroid<sup>®</sup>” is a prescription drug made, marketed, and sold by Acella as a prescription treatment for hypothyroidism, and which uses animal-derived active pharmaceutical ingredients. Acella markets NP Thyroid<sup>®</sup> as a natural alternative to synthetic thyroid medications.

Acella is a pharmaceutical company that manufactures (through third-party contract manufacturing organizations), markets, and sells NP Thyroid<sup>®</sup>.

Plaintiffs claim that Acella made, marketed, and sold NP Thyroid<sup>®</sup> in violation of the Federal Food, Drug, and Cosmetic Act (“FDCA”) and regulations of the Food and Drug Administration (“FDA”). On every bottle label and in related marketing materials, Acella described NP Thyroid<sup>®</sup> as “Thyroid Tablets, USP,” which referred to the “monograph” for “Thyroid Tablets” published by the United States Pharmacopeia (“USP”). Among other things, the USP monograph specified the minimum and maximum amounts of the active ingredients of NP Thyroid<sup>®</sup> that the product could contain, setting those amounts at 110% and 90% of the amount of active ingredients claimed in the product label. Under the FDCA, products that are not in compliance with the applicable USP monograph are “adulterated,” and may not be legally sold. FDA regulations further require that drugs are manufactured in conformity with current good manufacturing practices to assure that the drug meets the identity, strength, quality, and purity characteristics it is represented to have.

Plaintiffs contend that between May 12, 2018, and April 30, 2021, much of the NP Thyroid<sup>®</sup> sold by Acella contained either too much or too little of its active ingredients, was outside of the USP monograph specifications, and was therefore worthless. Plaintiffs further contend that because of manufacturing and testing issues at Acella and companies with which it contracted, all NP Thyroid<sup>®</sup> sold during that time was worthless. Between May 2020 and April 2021, the FDA required Acella to conduct three recalls of NP Thyroid<sup>®</sup>, covering some of the lots of NP Thyroid<sup>®</sup> produced during that time, because they contained either too much or too little of the active ingredients. Plaintiffs claim that Acella, by referring to its product as “Thyroid Tablets, USP,” knowingly and intentionally misled consumers to believe that NP Thyroid<sup>®</sup> complied with the USP monograph specifications, the FDCA, and FDA regulations. Plaintiffs contend that individuals who purchased NP Thyroid<sup>®</sup> during this period received a worthless product and therefore suffered an economic injury.

Defendant denies Plaintiffs’ allegations and disputes, among other things, (1) whether the NP Thyroid<sup>®</sup> not subject to a recall did not comply with USP monograph specifications, the FDCA, and FDA regulations, (2) that Defendant knew or intended to mislead consumers as to whether NP Thyroid<sup>®</sup> complied with the USP monograph specifications, the FDCA, and FDA regulations, and (3) that the NP Thyroid<sup>®</sup> it sold, whether or not it contained too much or too little active ingredient, was worthless or worth any less than its sale price. Plaintiffs dispute these arguments.

### 2. What is a class action?

In a class action, one or more persons, the named plaintiffs (who are also called proposed “class representatives”) sue on behalf of themselves and other persons with similar claims. All of these people together are the proposed “Class” or “Class Members.” When a class action is settled, one Court resolves the issues for all Class Members (in the settlement context, “Settlement Class Members”), except for those who exclude themselves (opt out) from the Settlement. Senior U.S. District Judge Richard W. Story is in charge of this class action. In this case, the proposed class representatives are Sue Faulkner and Nicola Tibbetts, who purchased NP

Thyroid<sup>®</sup> between May 12, 2018, and April 30, 2021, that allegedly contained too much or too little of its active ingredients. Excluding yourself (opting out) means that you will not receive any benefits from the Settlement. The process for excluding yourself (opting out) is described in Question 22.

### **3. What are the claims, issues, and defenses in this class action?**

Plaintiffs claim that Defendant sold NP Thyroid<sup>®</sup> that was worthless because it contained too much or too little of its active ingredients. Plaintiffs allege that Defendant knew that the NP Thyroid<sup>®</sup> it sold contained too much or too little of its active ingredients and intentionally misled consumers by representing that the product complied with USP monograph specifications by referring to NP Thyroid<sup>®</sup> as “Thyroid Tablets, USP” on every bottle label and in related marketing materials.

Through discovery in this lawsuit, Class Counsel obtained testing documents that Plaintiffs contend show that Acella manufactured and tested NP Thyroid<sup>®</sup> to the wrong specifications and that most lots of NP Thyroid<sup>®</sup> manufactured between May 12, 2018, and April 30, 2021 contained too much or too little active ingredient. Class Counsel also retained experts for Plaintiffs who would be prepared to testify that most lots of NP Thyroid<sup>®</sup> manufactured between May 12, 2018, and April 30, 2021, contained too much or too little active ingredient, that NP Thyroid<sup>®</sup> manufactured outside of the USP monograph specifications was unsafe and/or ineffective, and that, as a result, such NP Thyroid<sup>®</sup> was worthless.

Acella denies these allegations. Acella claims that while some lots of NP Thyroid<sup>®</sup> contained active ingredients in amounts that were outside of the USP monograph specifications, as evident in the three product recalls, most lots of NP Thyroid<sup>®</sup> sold between May 12, 2018, and April 30, 2021, were within specification. Acella further contends that lots of NP Thyroid<sup>®</sup> that were outside of USP monograph specifications were substantially close to the specification limits such that they were no less safe or effective than product within specification. Acella contends that all NP Thyroid<sup>®</sup> was worth the price of sale and in no event was “worthless.” Acella further claims that, even if certain lots of NP Thyroid<sup>®</sup> contained too much or too little active ingredient, Acella neither knowingly nor intentionally misled consumers.

The Plaintiffs acknowledge the challenges to succeeding in this litigation. It is possible that, if the case went to trial, a jury would find for Acella or find for Plaintiffs in an amount far below the full purchase price of prescription of NP Thyroid sold during the relevant period. It is also possible that, even if the case went to trial and Plaintiffs received an award of all damages sought—full reimbursement of every purchase of NP Thyroid<sup>®</sup>—Acella, a mid-size specialty pharmaceutical manufacturer and not a multinational company, might not have the finances to fully pay such an award. And in any event, it could take years and many additional court proceedings for Class Members to receive compensation.

### **4. How many Class Members are there?**

The precise number of Class Members is unknown, but, based on records that Plaintiffs have obtained from pharmacies, health insurance providers, and pharmacy benefit managers, Plaintiffs estimate that the Settlement Class contains approximately 1.2 million members.

### **5. Why is there a settlement?**

After extensive litigation, including over 20,000 pages of discovery produced by Acella, records obtained from third parties, work by Plaintiffs’ experts, and months of negotiations, Plaintiffs and Defendant have agreed to this Settlement.

A settlement is an agreement between a plaintiff and a defendant to resolve a lawsuit. Settlements conclude without the court or a jury ruling in favor of the plaintiff or the defendant. A settlement allows the parties to avoid the cost and risk of a trial, as well as the delays of litigation.

If the Court approves this Settlement, the litigation between the Settlement Class Members and the Defendant is concluded. Only Settlement Class Members are eligible for the benefits summarized in this Notice. The Defendant will no longer be legally responsible to defend against the claims by Settlement Class Members made in this litigation.

The Court has not and will not decide in favor of the Plaintiffs or the Defendant. By reviewing this Settlement, the Court is not making and will not make any findings that any law was broken or that the Defendant did anything wrong. By entering into the Settlement, Defendant is not admitting any of the claims made against it, which it continues to completely deny. Conversely, the Plaintiffs are not conceding that any of their claims against Defendant are invalid or without merit.

Under the Settlement, Acella will pay at least \$10 and as much as \$50 to all eligible Settlement Class Members who timely submit a claim according to the requirements of the Settlement Agreement and this Notice. Based on the estimated size of the class and sales records obtained by Class Counsel, Plaintiffs estimate that a total of approximately \$41,473,889 will be available to the Class. The monetary awards to Settlement Class Members will vary based on the amount(s) they paid for NP Thyroid® and their ability to submit documentation showing those amounts. In addition to funding the Settlement, Acella has agreed to pay for all costs related to the administration of the Settlement and will pay Class Counsel's attorneys' fees and cost reimbursement as allowed by the Court, up to \$5 million.

The class representatives and Class Counsel (see Question 25) believe that the proposed Settlement is best for everyone involved. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, including trial and appeals, as well as the uncertainty of particular legal issues that are yet to be determined by the Court. Class Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of the Settlement Class Members.

### **WHO IS INCLUDED IN THE SETTLEMENT?**

To get money from the Settlement, you must first qualify as a Class Member and, second, must be an eligible Class Member.

#### **6. How do I know if I am a Class Member?**

For settlement purposes, the Court has defined the Class in this case to consist of the following:

All natural persons in the United States for whom a prescription for NP Thyroid® was dispensed between May 12, 2018, and April 30, 2021, whether or not Acella recalled the NP Thyroid®.

#### **7. How do I know if I am eligible to receive payment?**

To receive payment, you must be able to submit documents proving that you were dispensed a prescription of NP Thyroid® between May 12, 2018, and April 30, 2021. Documents that provide sufficient proof include an original pharmacy receipt, a copy of a pharmacy receipt, other pharmacy records reflecting the prescription, or records from your insurance provider or pharmacy benefits manager reflecting the prescription indicating that the prescription was dispensed between May 12, 2018, and April 30, 2021. If you intend to seek payment greater than the \$10 minimum, the documentation you submit must indicate the amount you paid out of pocket. In addition, YOU ARE NOT ELIGIBLE to receive payment under this Settlement if you have already received a refund from Acella for any purchase associated with the May 2020, September 2020 or April 2021 recalls OR if you request a refund through a different program for ANY purchases within the class period.

#### **8. What if I received a prescription of NP Thyroid® between May 12, 2018, and April 30, 2021, but did not personally pay any money for it?**

The Class is defined to include individuals for whom a prescription for NP Thyroid® was dispensed, not only those who paid out of pocket for NP Thyroid®. Therefore, if, for example, your health insurance covered the entire cost of NP Thyroid® or you were not charged for your prescription, you are still a Class Member and you may recover the minimum \$10 payment if you meet the eligibility requirements.

**9. What if I purchased NP Thyroid® from a lot that was not recalled or out of specification, or what if I don't know whether the NP Thyroid® I purchased was recalled or out of specification?**

You may recover under the Settlement even if you did not purchase NP Thyroid® from a recalled lot and need not demonstrate that the NP Thyroid® you purchased was out of specification. The Class is defined to include all individuals to whom any NP Thyroid® prescription was dispensed between May 12, 2018, and April 30, 2021. Eligible Class Members need not prove the lot of NP Thyroid® that they purchased.

**10. What if I paid more than \$50 for NP Thyroid® between May 12, 2018 and April 30, 2021?**

The parties have negotiated a maximum payment under the Settlement of \$50 per Class Member. This negotiated cap reflects the uncertainty of litigation—including whether the Court would allow this case to go to trial as a class action, whether a jury would find in favor of the Class at trial, and the amount of any damages award at trial—as well as delays associated with litigation. Therefore, even if you paid more than \$50 out of pocket on NP Thyroid® prescriptions between May 12, 2018, and April 30, 2021, and can provide proof of those expenditures, the maximum payment you can receive under the Settlement is \$50.

**11. Do I need to hire a lawyer to represent me in the Settlement?**

Class Counsel, who are identified at Question 25 below, are responsible for all of the common interests of Class Members. Class Counsel filed and prosecuted this lawsuit, negotiated the Settlement, and represent all of the common interests of the Class. However, Class Counsel are **not** responsible for and will not represent you individually in the Class Action or in making your individual claim for monetary payments under the Settlement. Nor will Class Counsel represent you if you choose to be excluded (optout) from the Class or with respect to any objection you make to the Settlement.

You have the right but are not required to hire your own lawyer to represent you in this Class Action or in making your individual claim for monetary payments. Should you hire a lawyer, you will be responsible for paying the fee you agree upon with that lawyer.

**THIS SETTLEMENT'S BENEFITS—WHAT YOU GET AND WHAT YOU GIVE UP**

**12. What does the Settlement provide?**

Acella has agreed to pay a refund of at least \$10 and up to \$50 to all eligible Class Members who submit a claim between June 1, 2024 and November 30, 2024. If you wish to obtain more than the \$10 minimum payment, the documentation that you submit to prove you were dispensed a prescription of NP Thyroid® between May 12, 2018, and April 30, 2021, must show that you paid more than \$10 for NP Thyroid® during that time period. In addition, Acella has agreed to pay the costs of administering the Settlement payments. Acella has further agreed for the benefit of Settlement Class Members to pay Class Counsel's attorneys' fees and costs up to a total of \$5 million. The amount paid in attorneys' fees and costs will not reduce the payment to which any Class Member is entitled under the Settlement.

**13. When and how will Settlement payments be distributed to Settlement Class Members?**

Acella will make Settlement payment after the Settlement is approved and becomes final. The Settlement becomes final after the Court holds a Fairness Hearing (as discussed in this Notice), issues final approval of the Settlement, and the time to file any motions to alter or amend the settlement or appeal the order approving the Settlement has passed, or, if any such motions or appeals are filed, upon their final resolution.

The Settlement will be administered by a Claims Administrator appointed by the Court. The Court has been asked to appoint KCC Class Action Services ("KCC") to fill this position. Information on KCC is available [www.kccllc.com](http://www.kccllc.com).

**14. How Much Money will I receive in the Settlement?**

If you are an eligible Class Member (see Questions 6 and 7) and timely submit a claim, you will receive a payment of at least \$10. If you paid out of pocket for NP Thyroid® between May 12, 2018, and April 30, 2021, and timely submit documents showing the amount(s) paid, you will be paid the amount of your out-of-pocket



expenses, up to \$50. No Class Member shall receive more than \$50 from this Settlement. Acella has committed to evaluating individual payment claims in a pro-Class Member way to ensure maximum relief.

**15. Are there any individual filing fees, case fees, administration charges, or liens that could reduce my specific individual Settlement payment?**

- There is no filing fee or charge to submit a claim for a Settlement payment.
- Any and all liens relating to a Class Member’s Settlement payment, including, for example, from health insurance providers, are the sole responsibility of the Class Member.

**16. What am I surrendering by staying in the Settlement Class?**

Unless you exclude yourself (opt out) from the Settlement (see Question 22), you cannot bring Released Claims against Acella or any other party that is a Released Party as defined in the Settlement Agreement, which includes related individuals and entities of Acella—including but not limited to its parent company, affiliated companies, contract manufacturing organizations, and suppliers—or be part of any other lawsuit against these persons and companies, about the issues and factual matters alleged in this case. This means you give up your right to continue to litigate any economic loss claims related to this Settlement, or file new economic loss claims, in any court or in any proceeding at any time. If you stay in the Class and presently have an economic injury from the dispensing of an NP Thyroid® prescription between May 12, 2018, and April 30, 2021, you cannot in the future sue any of these released persons and companies for such compensation or damages, even if the law of your jurisdiction permits such claims.

The Settlement does not release or end any claims a Settlement Class Member may have now or in the future against Acella or any of the released parties for personal injury or wrongful death relating to the consumption of NP Thyroid®. To the extent you believe you have such claims, you can still file an individual lawsuit seeking damages for those injuries in an appropriate court, and this Class Action will have had no effect on your ability to bring such claims, subject to any valid statute of limitations defense or other defenses Acella may have.

Section III and the Definitions at Section I.B.15-16 of the Settlement Agreement contain the complete text and details of what Settlement Class Members give up unless they exclude themselves (opt out) from the Settlement, including who and what are included as Released Parties, so please read it carefully. The Settlement Agreement is available at [www.NPTSettlement.com](http://www.NPTSettlement.com). The Settlement Agreement is also on file with the Clerk of the Court for the U.S. District Court for the Northern District of Georgia, Gainesville Division (see Question 28 for the address). You can also get this information by calling 1-877-519-1122. If you have any questions, you can talk to the law firms listed in the chart at the end of this Notice for free, or you can talk to your own lawyer if you have questions about what this means.

**HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM**

**17. What must be done to get a monetary Settlement payment?**

To be eligible to receive a Settlement payment, between June 1, 2024 and November 30, 2024, you must complete and submit a valid and timely Claim Submission to commence a claim. If you do not submit a valid Claim Submission Form by the deadline of November 30, 2024, you will not receive payment. All required documents must be submitted by this deadline.

**18. How can I submit a claim to get a monetary payment?**

Between June 1, 2024 and November 30, 2024, you can complete and submit your Claim Submission Form online at the Settlement Website, [www.NPTSettlement.com](http://www.NPTSettlement.com). The Claim Submission Forms along with related certification and authorization forms can be downloaded from the Settlement Website and submitted via mail, as well. You can request the Claim Submission Form be sent to you by sending a written request to the Claims Administrator by mail or by email or calling the Claims Administrator to request the forms. A registered personal lawyer authorized by you to represent you may complete and file the claim. There are, however, required

verification forms and possible authorization forms that will be required to be signed by hand or electronically on the Settlement Website claims portal.

Please read the claim instructions carefully, and fully fill out the Claim Submission Form. If you are submitting the Claim Submission Form in paper format, please mail it postmarked no later than 11:59 P.M. November 30, 2024, to: AF9 Claims Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172. If you are submitting your Claim Submission Form online at the Settlement Website's claim portal, [www.NPTSettlement.com](http://www.NPTSettlement.com), you must complete and submit the electronic claim by 11:59 P.M. (Eastern Time), November 30, 2024.

Along with their Claim Submission Form, all Class Members must provide documentation to prove that they were dispensed a prescription of NP Thyroid<sup>®</sup> between May 12, 2018, and April 30, 2021, and, if they seek a payment greater than \$10, that documentation must indicate the amount of their out-of-pocket costs. For the types of documentation that may be submitted, please see Question 7 of this Notice and the Settlement Agreement.

### **19. Is there a time limit to file claims for Settlement payments or to complete Claim Submissions?**

Yes. The Claim Submission period begins June 1, 2024. The Court has set a deadline date to file a claim of November 30, 2024. If you do not submit a valid Claim Submission (which includes a completed Claim Submission Form and necessary supporting documents) by both this date and one of the times listed below, you will not receive a payment:

- (1) If submitted by mail, express mail or hand delivery, the Claims Submission must be postmarked by no later than 5:00 P.M., prevailing Eastern time in effect; or
- (2) If submitted electronically through the Settlement Website or other electronic portal established by the Claims Administrator, the Claims Submission must actually be received by the Claims Administrator's system by no later than 11:59 P.M., prevailing Eastern time in effect.

### **20. When would I get my payment if eligible?**

The Claims Administrator will evaluate Claim Submissions as they are received. However, Acella will not begin making payments until after the Court grants "final approval" of the Settlement and opens up the Claim Submission process. If the Court approves the Settlement after a hearing on May 14, 2024, there may be appeals or motions, which will delay Settlement payments until such appeals or motions are resolved. It is always uncertain whether these appeals or motions can be resolved, and resolving them can take time. Everyone who submits a Claim Submission will be kept informed of the progress of the Settlement through the Settlement Website or other means as appropriate. Please be patient.

### **21. Can I challenge or dispute the determination of the amount of my Settlement payment?**

Acella will make Settlement payments based on the documentation submitted in a Claim Submission. Eligible Class Members who submit valid Claim Submissions (including a completed Claim Submission Form and necessary supporting documents) will receive at least \$10. If the documentation indicates that the Class Member has paid more than \$10 out of pocket, Acella will pay that Class Member's out-of-pocket expenses up to a maximum of \$50. Acella is committed to evaluating individual Settlement payment requests in a pro-consumer way to ensure maximum relief. The Claims Administrator's determination of the amount of each Settlement payment based on timely-submitted documentation is final.

### **22. How do I get out, or exclude myself (opt out) of the Settlement?**

If you don't want a payment from the Settlement, but you want to keep the right to sue or continue to sue Acella on your own about the legal and factual issues and claims in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

On or before April 22, 2024, you must mail a letter or other written document to the Claims Administrator requesting exclusion from the Settlement Class. Your request must include:

- Your name, address, telephone number, Social Security or Tax Identifier Number and date of birth;
- A copy of your driver’s license, other government-issued identification and if applicable to an incompetent person, documentation establishing authority to act comma, such as estate letters or power of attorney;
- A statement that “I wish to exclude myself from the Settlement Class in *Faulkner, et al. v. Acella Pharmaceuticals, LLC*, No. 2:22-CV-092-RWS” (or substantially similar clear and unambiguous language); and
- Your signature by hand, and the date on which you signed it (even if represented by an attorney at law).

You must mail your exclusion (opt-out) request, postmarked by April 22, 2024, addressed to:

AF9 Claims Administrator  
P.O. Box 301172  
Los Angeles, CA 90030-1172

Your request to exclude yourself (opt-out) is not effective unless and until the Court grants Final Approval and the order approving the Settlement becomes Final.

You can’t exclude yourself on the phone or by email. If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Acella in the future.

**23. If I do not exclude myself (opt out), can I sue Acella and the other released parties for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Acella or any other Released Parties as defined in the Settlement Agreement for the claims that this Settlement resolves. If you have a pending lawsuit against Acella or a Released Party, speak to your lawyer in that lawsuit immediately.

You must exclude yourself from this Settlement Class to pursue or continue your own lawsuit against Acella or any other Released Person concerning economic injury arising from the dispensing of any NP Thyroid® prescription between May 12, 2018, and April 30, 2021. If you properly exclude yourself from the Settlement Class, you shall not be bound by any orders or judgments entered in the Class Action relating to the Settlement. Remember, the exclusion (opt-out) deadline is **April 22, 2024**.

**24. If I exclude myself, can I still get a payment?**

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not complete online or send in a Claim Submission Form asking for payment. You may, however, sue, continue to sue, or be part of a different lawsuit against Acella or the other Released Parties in the Settlement.

**THE LAWYERS REPRESENTING YOU**

**25. Do I have a lawyer in this case?**

Yes. “Class Counsel” are listed below and represent all of the common interests of the Class Members. They are the lawyers who filed and prosecuted the lawsuit and negotiated the Settlement. You will not be charged any fee for the services provided by these lawyers. See Question 26 below.

## THE BLOCK FIRM, LLC

Aaron K. Block  
Max Marks  
309 East Paces Ferry Road NE, Suite 400  
Atlanta, GA 30305  
(404) 997-8419  
aaron@blockfirmllc.com  
max.marks@blockfirmllc.com

To be clear, however, Class Counsel listed above **are not** responsible for and will not represent you in your individual claim for Settlement payment.

You are not obligated to hire your own lawyer. However, if you want to be represented by your own lawyer, you may hire one at your own expense. See Question 26 below.

### **26. How will the lawyers be paid?**

There are two groups of lawyers who may seek compensation.

The first is Class Counsel. Class Counsel will ask the Court for an award of reasonable attorneys' fees and costs. Acella has agreed not to oppose or object to the request for attorneys' fees and reasonable incurred costs if the requests do not exceed a total of \$5 million. These fees and incurred costs will be paid separately by Acella and not from any amounts payable to Settlement Class Members. Settlement Class Members will have an opportunity to comment on and/or object to this request at the Fairness Hearing. Ultimately, the award of attorneys' fees and reasonable costs to be paid by Acella is subject to the approval of the Court. Acella will also separately pay the costs of administering the Settlement. Class Counsel's fee, if approved, is approximately 10% of the estimated amount made available by Acella to Settlement Class Members as Settlement payments, costs of administering the Settlement, and attorneys' fees, all of which benefit the Class.

The second group ("Second Group") of lawyers are those who may be retained by you to represent you individually in this class action or submit your claim to the Claims Administrator. **YOU DO NOT NEED TO HIRE A LAWYER.** However, if you decide to do so, that lawyer will likely seek compensation for his or her services.

The fees, if any, for the Second Group of lawyers are separate and distinct from the fees that will be paid to Class Counsel. The Second Group of lawyers are also referred to as Non-Class Counsel. A fee paid to the Second Group of lawyers referenced above would be the sole responsibility of the Class Member who hired them. If you do not hire your own lawyer in this Second Group, you will not be responsible for the fees of any lawyer from this Second Group hired by any other Class Member.

### **27. Are the class representatives being paid any compensation for their services?**

The class representatives will not be paid any compensation for their services as class representatives. The class representatives will be able to receive a Settlement payment of at least \$10 and not more than \$50, subject to the same requirements as all other Settlement Class Members.

## **OBJECTING TO THE SETTLEMENT**

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter stating that you object to the Settlement in *Faulkner, et al. v. Acella Pharmaceuticals, LLC*, No. 2:22-CV-092-RWS. Be sure to include your name, address, telephone number, your signature, the reasons you object to the Settlement, whether you intend to appear at the Fairness Hearing, and the name and address of the lawyer, if any, representing you in this case and/or your objection. Mail the objection to all of the addresses listed below. Objections must be postmarked no later than **April 22, 2024**.

Office of the Clerk U.S. District Court Northern District of Georgia Gainesville Division Sidney O. Smith Federal Building & United States Courthouse 121 Spring Street SE, Room 201 Gainesville, GA 30501-3789	Aaron K. Block The Block Firm, LLC 309 East Paces Ferry Road NE Suite 400 Atlanta, GA 30305	David F. Norden Troutman Pepper Hamilton Sanders LLP 3000 Two Logan Square 18 <sup>th</sup> and Arch Streets Philadelphia, PA 19103
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If you object, Plaintiffs and the Defendant have the right to take your deposition to determine whether you have standing to object and otherwise to evaluate your objection.

**28. What’s the difference between objecting to the Settlement and excluding yourself (opting out) from the Settlement?**

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. If the Settlement is approved, you will still be bound by the Settlement. Excluding yourself (opting out) is telling the Court that you don’t want to be part of the Class. If you exclude yourself (opt out), you have no basis to object because the case no longer affects you.

**THE COURT’S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don’t have to.

**29. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing at 10:00 A.M.. on May 14, 2024, at the United States District Court for the Northern District of Georgia, Gainesville Division, Sidney O. Smith Federal Building & United States Courthouse, 121 Spring Street SE, Gainesville, GA 30501-3789, in Courtroom 303. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**30. Do I need to come to the hearing?**

No. Class Counsel will answer questions that Judge Story may have. But you are welcome to come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it’s not necessary.

**31. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating that it is your “Notice of Intention to Appear in *Faulkner, et al. v. Acella Pharmaceuticals, LLC*, No. 2:22-CV-092-RWS.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **April 22, 2024**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses listed below. You cannot speak at the hearing if you excluded yourself.

Office of the Clerk U.S. District Court Northern District of Georgia Gainesville Division Sidney O. Smith Federal Building & United States Courthouse 121 Spring Street SE, Room 201 Gainesville, GA 30501-3789	Aaron K. Block The Block Firm, LLC 309 East Paces Ferry Road NE Suite 400 Atlanta, GA 30305	David F. Norden Troutman Pepper Hamilton Sanders LLP 3000 Two Logan Square 18 <sup>th</sup> and Arch Streets Philadelphia, PA 19103
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### **IF YOU DO NOTHING**

If you do nothing and do not submit a claim, you will be deemed a Settlement Class Member, but you will get no money from this Settlement. If you are a Settlement Class Member and do not exclude yourself, then you will not ever be able to start a lawsuit against Acella or any of the Released parties for economic injuries from being dispensed a prescription of NP Thyroid<sup>®</sup> between May 12, 2018, and April 30, 2021 ever again.

### **GETTING MORE INFORMATION**

#### **32. Are there more details about this Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Aaron K. Block, The Block Law Firm, LLC, 309 East Paces Ferry Road NE, Suite 400, Atlanta, GA 30305, or by visiting [www.NPTSettlement.com](http://www.NPTSettlement.com).

#### **33. How do I get more information?**

You can call 877-519-1122 toll-free; write to AF9 Claims Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172; or visit the website at [www.NPTSettlement.com](http://www.NPTSettlement.com) where you will find answers to common questions about the Settlement, a Claim Submission Form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

<b>IMPORTANT DATES AND CONTACT INFORMATION</b>	
<b>EXCLUSION (OPT-OUT) DEADLINE</b>	April 22, 2024
<b>OBJECTION DEADLINE</b>	April 22, 2024
<b>START OF THE CLAIMS PERIOD</b>	June 1, 2024
<b>DEADLINE TO SUBMIT A CLAIM</b>	November 30, 2024
<b>CLAIMS ADMINISTRATOR</b>	AF9 Claims Administrator P.O. Box 301172 Los Angeles, CA 90030-1172
<b>CLASS COUNSEL</b>	<b>THE BLOCK FIRM, LLC</b>  Aaron K. Block Max Marks 309 East Paces Ferry Road NE, Suite 400 Atlanta, GA 30305 (404) 997-8419 <a href="mailto:aaron@blockfirmllc.com">aaron@blockfirmllc.com</a> <a href="mailto:max.marks@blockfirmllc.com">max.marks@blockfirmllc.com</a>

**QUESTIONS? CALL 877-519-1122 TOLL-FREE, OR VISIT [WWW.NPTSETTLEMENT.COM](http://WWW.NPTSETTLEMENT.COM)**