

U.S. DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

**If You Bought Menactra Directly from Sanofi Pasteur Inc. or a Subsidiary (Such as VaxServe, Inc.) Between March 1, 2010 and December 31, 2014, a \$61.5 Million Class Action Settlement May Benefit You**

*A federal court directed this notice. This is not a solicitation from a lawyer. You are not being sued.*

- The Court has preliminarily approved a proposed \$61.5 million settlement in a class action lawsuit called *Castro, et al. v. Sanofi Pasteur Inc.*, No. 11-7178 pending in the U.S. District Court for the District of New Jersey. The Settlement Fund will pay valid claims of members of the Class who purchased Menactra directly from Sanofi Pasteur Inc. (“Sanofi”) from March 1, 2010 through and including December 31, 2014.
- The lawsuit, brought by three pediatric physician practices (“Plaintiffs”), claimed that physicians, medical practices, vaccine distributors/wholesalers, and health systems who bought Menactra directly from Sanofi paid higher prices than they should have for quadrivalent meningococcal vaccines (“MCV4 Vaccines”), which inoculate against four strains of bacterial meningitis. The lawsuit alleged that the higher prices resulted from Sanofi engaging in anticompetitive conduct. Sanofi denies these allegations. The Court has not decided who is right because the parties have agreed to a settlement.
- This notice has important information for direct purchasers of MCV4 Vaccines between March 1, 2010 and December 31, 2014. It provides a summary explanation of the Settlement of this class action lawsuit. The notice also explains your rights and options in this case.
- For the full terms of the Settlement, you should look at the Settlement Agreement available at [www.MenactraAntitrustLitigationSettlement.com](http://www.MenactraAntitrustLitigationSettlement.com) or by calling 1-866-216-0279. In the event of any conflicts between the terms of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall control.
- The Court has already determined that the lawsuit may be brought as a class action under federal law, which is described as follows:

All persons or entities in the United States and its territories that purchased Menactra directly from defendant Sanofi Pasteur Inc. (“Sanofi”) or any of its divisions, subsidiaries, predecessors or affiliates, such as VaxServe, Inc., during the period from March 1, 2010 through and including December 31, 2014 (“Class Period”), and excluding all governmental entities, Sanofi, Sanofi’s divisions, subsidiaries, predecessors, and affiliates, Kaiser Permanente and the Kaiser Foundation (collectively “Kaiser”), and any purchases by entities buying Menactra pursuant to a publicly-negotiated price (i.e., governmental purchasers).

- Please check [www.MenactraAntitrustLitigationSettlement.com](http://www.MenactraAntitrustLitigationSettlement.com) for any updates relating to the Settlement or the Settlement approval process.
- The Court still has to decide whether to finally approve the Settlement.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION LAWSUIT**

<p><b>DO NOTHING NOW. FILE A CLAIM LATER TO RECEIVE PAYMENT.</b></p>	<p>Stay in this class action lawsuit. Give up certain rights.                  If the Settlement is approved by the Court, a Claim Form will be mailed to all members of the Class to receive money from the Settlement Fund. The portion, if any, of the Settlement Fund to be allocated to you will be calculated on a <i>pro rata</i> basis based on your Class Purchases of Menactra during the Class Period as part of the implementation of the Settlement. To receive your share, you will need to sign and return the Claim Form as directed. <i>See</i> Question 8 below.                  However, by doing nothing, you give up any rights to sue Sanofi about the claims that are being released in the settlement, which are described in detail in response to Question 10 below.</p>
<p><b>ASK TO BE EXCLUDED.</b></p>	<p><b>Get out of this lawsuit. Get no benefits from it. Keep any rights.</b>                  If you ask to be excluded and the Court approves the Settlement, you will not get any money from the Settlement. This is the only option that allows you to be part of any lawsuit (other than this lawsuit) against Sanofi for the claims in this case. <i>See</i> Questions 11-13 below.</p>
<p><b>YOU CAN STAY IN THE LAWSUIT BUT OBJECT TO THE SETTLEMENT.</b></p>	<p>If you wish to stay in this lawsuit and keep the right to share in the Settlement, but object to any part of the Settlement, you may write to the Court and the lawyers about why you do not approve of the Settlement. <i>See</i> Question 14 below.</p>
<p><b>DEADLINES</b></p>	<p>To be excluded you must act before July 10, 2017. See Questions 5-21 for more information about your rights and options and all deadlines.</p>

**Your options are explained in more detail in this notice. Please read this notice carefully and completely.**

**WHAT THIS NOTICE CONTAINS**

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## SUMMARY OF SETTLEMENT

A Settlement Fund consisting of \$61,500,000.00 (sixty-one million five-hundred thousand dollars) in cash, plus interest, is being established in this case. The net cash amount in the Settlement Fund, after payment of any taxes, expenses, Court-approved attorneys' fees and costs, and any service awards to the three Plaintiffs who served as Class Representatives in this case, will be allocated among Class Members, *pro rata*, according to a Plan of Distribution, approval of which will simultaneously be sought from the Court as part of the Settlement.

As with any litigated case, Plaintiffs would face an uncertain outcome if this lawsuit were to continue against Sanofi. Continued litigation could result in a judgment or verdict greater or less than the recovery under the Settlement, or in no recovery at all.

Throughout this case, the Plaintiffs and Sanofi have disagreed on both liability and damages, and they do not agree on the amount that would be recoverable even if the Plaintiffs were to prevail at trial. Sanofi has denied and continues to deny the claims and contentions alleged by the Plaintiffs, that it is liable at all to the Class, or that the Class has suffered any damages for which Sanofi could be legally responsible. Nevertheless, Sanofi has taken into account the uncertainty and risks inherent in any litigation, particularly in a complex case such as this, and has concluded that it is desirable that the lawsuit be fully and finally settled as to it on the terms and conditions set forth in the Settlement Agreement.

## BASIC INFORMATION

### 1. WHY WAS THIS NOTICE ISSUED?

On September 30, 2015, the Court approved or "certified" this case as a class action lawsuit to determine whether or not Sanofi's alleged conduct violated the federal antitrust laws.

You received this notice because Sanofi's sales records indicate you purchased Menactra at some point from March 1, 2010 through and including December 31, 2014 and therefore may be a member of the Class certified by the Court for purposes of the Settlement.

As a potential Class Member, you have legal rights and options. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the U.S. District Court for the District of New Jersey, and the case is known as *Castro, et al. v. Sanofi Pasteur Inc.*, No. 11-7178 (D.N.J.). U.S. District Court Judge John Michael Vazquez is overseeing the case. The individuals and entities who brought this suit are called "Plaintiffs," and the company they sued is called the "Defendant," which in this case is Sanofi.

### 2. WHAT IS THIS LAWSUIT ABOUT?

This lawsuit claimed that when Novartis was about to enter the MCV4 Vaccine market with its Menveo vaccine, Sanofi, rather than compete on the merits, engaged in illegal conduct to limit competition. Specifically, the lawsuit claimed that, through a series of contracts and other conduct, Sanofi effectively required certain healthcare providers to buy substantially all of their MCV4 Vaccines from Sanofi or risk paying much higher prices on Sanofi's entire portfolio of pediatric vaccines. The suit alleged that this conduct foreclosed the entry of a rival MCV4 Vaccine supplier (Novartis) and allowed Sanofi to maintain its monopoly power in the market for MCV4 Vaccines in violation of the federal antitrust laws. The lawsuit alleged that the claimed anticompetitive conduct resulted in artificially inflated prices for Sanofi's MCV4 Vaccine Menactra and the MCV4 Vaccine Menveo (now sold by GlaxoSmithKline). Sanofi denies these allegations.

Sanofi asserts that its conduct, including its discounting practices, benefits purchasers of MCV4 Vaccines (and consumers more generally) and that it did not engage in any illegal conduct, that its actions did not raise prices to noncompetitive levels, and that any alleged anticompetitive effects from its conduct are outweighed by the conduct's pro-competitive effects. Sanofi also denies that Novartis's entry was foreclosed and that it and Novartis would each have lowered vaccines prices if not for the conduct alleged in this lawsuit. Plaintiffs dispute Sanofi's assertions and defenses.

Following investigation of relevant facts, the completion of fact and expert discovery, and use of independent mediators, but before the Court made any determination about the legality of Sanofi's alleged conduct, Plaintiffs and Sanofi agreed to the Settlement.

### **3. WHAT IS A CLASS ACTION?**

In a class action, one or more people, called “Class Representatives” (in this case, Plaintiffs Adriana M. Castro, M.D., P.A., Sugartown Pediatrics, LLC, and Marquez and Bengochea, M.D., P.A.) sue on behalf of people and entities who have similar claims. All of these people and entities are a “Class” or “Class Members.”

One court resolves the issues for all Class Members, except for those who choose to exclude themselves from the Class. More information about why the Court is allowing this lawsuit to be a class action is available at [www.MenactraAntitrustLitigationSettlement.com](http://www.MenactraAntitrustLitigationSettlement.com).

### **4. WHY IS THERE A SETTLEMENT?**

The Court has not decided which side was correct or if any laws were violated. Instead, both sides agreed to settle the case and avoid the cost and risk of trial and appeals that would follow a trial.

This Settlement is the product of extensive negotiations between lawyers for Plaintiffs and Sanofi. The Settlement follows years of extensive litigation. At the time of settlement, discovery was complete and the parties had exchanged expert reports. During discovery, Class Counsel reviewed millions of pages of documents and deposed more than twenty witnesses, including Sanofi’s experts. After years of working on the case, and after thoroughly investigating the complex factual, legal and economic issues involved, Sanofi agreed to pay a total of \$61.5 million in cash to resolve the claims the Plaintiffs brought against them.

As a result of the Settlement, Class Members will be guaranteed compensation without undue delay. The Class Representatives and the lawyers representing them and the rest of the Class believe that the \$61.5 million cash Settlement is fair and in the best interests of all Class Members.

## **WHO CAN PARTICIPATE IN THE SETTLEMENT**

### **5. WHO IS INCLUDED IN THE CLASS?**

The Court has certified a Class defined as: “All persons or entities in the United States and its territories that purchase Menactra directly from defendant Sanofi Pasteur Inc. (“Sanofi”) or any of its divisions, subsidiaries, predecessors or affiliates, such as VaxServe, Inc., during the period from March 1, 2010 through and including December 31, 2014 (“Class Period”), and excluding all governmental entities, Sanofi, Sanofi’s divisions, subsidiaries, predecessors, and affiliates, Kaiser Permanente and the Kaiser Foundation (collectively “Kaiser”), and any purchases by entities buying Menactra pursuant to a publicly-negotiated price (i.e., governmental purchasers).”

Generally, you are included in this case as a Class Member if you:

- Are a person or entity (such as a medical practice), in the United States and its territories;  
and
- Purchased Menactra directly from Sanofi Pasteur Inc. or any of its divisions, subsidiaries, predecessors, or affiliates (such as VaxServe, Inc.) from March 1, 2010 through and including December 31, 2014.

For example, the Class includes health care providers, such as physicians who purchased Menactra through membership in a physician buying group (“PBG”) or group purchasing organization (“GPO”), health systems, and vaccine distributors and wholesalers.

You are NOT included in the Class if you (a) purchased Menactra indirectly (i.e., through a wholesaler or distributor other than Sanofi’s VaxServe, Inc. or from a physician or hospital); (b) are a government entity; (c) are a division, subsidiary, predecessor, or affiliate of Sanofi; (d) are Kaiser Permanente or the Kaiser Foundation; (e) bought Menactra during the Class Period solely under government-negotiated prices (e.g., government purchasers); or (f) bought Menactra solely before or after the Class Period.

### **6. WHAT IF I AM STILL NOT SURE IF I AM INCLUDED IN THE CLASS?**

If you are still not sure whether you are included, you can get more information at [www.MenactraAntitrustLitigationSettlement.com](http://www.MenactraAntitrustLitigationSettlement.com), or get free help by calling or writing the lawyers in this case, at the phone number or address listed in Question 16 below. You may also contact the Settlement Administrator by calling 1-866-216-0279, or writing to Menactra Antitrust Litigation Settlement, c/o Rust Consulting, Inc. – 5203, P.O. Box 2563, Faribault, MN 55021-9563.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 7. HOW MUCH MONEY WILL BE PROVIDED FOR IN THIS SETTLEMENT?

Under the Settlement, Sanofi has agreed to pay \$61,500,000 to the Settlement Fund. The money in this fund will be used to pay: (i) the costs of settlement administration and notice as approved by the Court; (ii) attorneys' fees and expenses, as approved by the Court; and (iii) service awards to the Class Representatives for litigating the lawsuit on behalf of the Class. The Settlement Fund after reduction for those payments is the "Net Settlement Fund."

### 8. HOW DO I ASK FOR MONEY FROM THIS SETTLEMENT?

If the Court finally approves the Settlement (see "The Court's Final Fairness Hearing" below), the Court will approve a Claim Form and set a deadline for Class Members to submit claims. If you do not exclude yourself, you will receive a Claim Form in the mail. You may also get a Claim Form at [www.MenactraAntitrustLitigationSettlement.com](http://www.MenactraAntitrustLitigationSettlement.com), or call 1-866-216-0279. You must file a Claim Form to get money from this Settlement. You may be asked to verify the accuracy of the information on the Claim Form, and to sign and return it according to specific directions. Your claim must be valid to get money.

#### **How much money will I get?**

Class Members who file a valid claim will receive their *pro rata* share of the Net Settlement Fund based on: (i) the Class Member's purchases of Menactra; (ii) the total money available to pay all claims; (iii) the total dollar value of all valid claims filed; and (iv) the cost of settlement administration and notice, money awarded to the Class Representatives, and attorneys' fees and expenses as approved by the Court. For more information on Class Counsel's request for attorneys' fees and reimbursement of litigation expenses advanced on behalf of the Class, and request for service awards for the three Class Representatives for their efforts on behalf of the Class see Question 17 below.

The Settlement Administrator will be receiving Sanofi sales data which it expects will allow it to identify the dollar amount of Menactra each Class Member purchased directly from Sanofi during the period March 1, 2010 through and including December 31, 2014. If the Class Member disputes the dollar value of its Menactra purchases, the Class Member will be required to submit information in support of its claim, such as invoices setting forth the dollar amounts of Menactra purchases.

If the Court finally approves the Settlement, the Court will also establish a Plan of Distribution that will be followed to distribute the Net Settlement Fund to the Class, following the payment of attorneys' fees and expenses, costs, taxes, and any service awards for the Class Representatives. More details about the Proposed Plan of Distribution, which will include how all claims are calculated, will be available at [www.MenactraAntitrustLitigationSettlement.com](http://www.MenactraAntitrustLitigationSettlement.com) starting no later than August 2, 2017.

#### **Can anyone else file a claim for me?**

There are specialized companies that may offer to fill out and file your claim in return for a percentage of the value of your claim. Before you sign a contract with one of these companies, you should examine the claim-filing process provided here and decide whether it is worth the cost. You can always seek help from the Settlement Administrator or Class Counsel.

### 9. WHEN WILL I RECEIVE A PAYMENT?

There is no date certain for making payments from the Settlement Fund. Payments will not be made unless two events happen. First, the Court must grant final approval of the Settlement. Second, if final approval is granted, then the final approval order must not be subject to any appeals to any court. If both events happen, then payments from the Net Settlement Fund to Class Members will be made. Updates on the final settlement approval process will be available at [www.MenactraAntitrustLitigationSettlement.com](http://www.MenactraAntitrustLitigationSettlement.com).

The Settlement Agreement may be terminated on several grounds, including if the Court does not approve or materially modifies the Settlement. Should the Settlement Agreement be terminated, the Settlement Funds less the cost of settlement administration and notice will be returned to Sanofi and this lawsuit will proceed as if the Settlement had not been reached.

### 10. WHAT AM I GIVING UP TO RECEIVE A PAYMENT?

Unless you exclude yourself, you remain in the Class, and that means you will be required to forego any right to sue, or be part of any other lawsuit against, Sanofi over the "Released Claims."

The Released Claims means, as described in Section II (Definitions), paragraph 24 of the Settlement Agreement (available at [www.MenactraAntitrustLitigationSettlement.com](http://www.MenactraAntitrustLitigationSettlement.com)):

- (i) For Claims arising prior to the Settlement Date, any and all manner of Claims relating in any way to Conduct that was alleged or could have been alleged based on any factual predicate in the Action, including, but not limited to, Sanofi's pricing, sales, marketing, and contracting (including enforcing and administering such contracts) practices, and Sanofi's alleged cooperative relationship with Merck relating to the sale of pediatric or adolescent vaccines, and any claim involving any allegation that Sanofi engaged in unlawful tying, bundling, exclusionary conduct, restraint of trade, anticompetitive conduct, monopolization, attempted monopolization, or similar unfair method of competition or unfair business practice in violation of any federal or state law;
- (ii) For Claims arising after the Settlement Date, any and all manner of Claims relating in any way to Conduct that is the same as or substantially similar to the Conduct that was alleged or could have been alleged based on any factual predicate in the Action had it occurred prior to the Settlement Date. For avoidance of doubt, and without limiting the definition and scope of the "Plaintiffs' Released Claims," (x) Sanofi shall have no obligation under the Settlement Agreement to change any of its practices; (y) Sanofi shall have no liability to any Releasing Party for continuing to engage in, or for any failure to make changes to Conduct that was alleged or could have been alleged based on any factual predicate in the Action; and (z) the term "Plaintiffs' Released Claims" shall include without limitation any Claim based on any factual predicate in the Action or which could have been based on any factual predicate in the Action that Sanofi's pricing, sales, marketing, and contracting (including enforcing and administering such contracts) practices as they exist prior to the Settlement Date (or as they may exist after the Settlement Date if the same as or substantially similar to practices that pre-date the Settlement Date) constitute unlawful tying, bundling, exclusive dealing, exclusionary conduct, restraint of trade, anticompetitive conduct, monopolization, attempted monopolization, or similar unfair competition or unfair business practices in violation of any federal or state law.
- (iii) For Claims based on Conduct occurring prior to the Final Approval Order, any and all manner of Claims relating in any way to the litigation or settlement of this Action, including, without limitation, relating in any way to any settlement discussions, the negotiation of, and agreement to, this Agreement by the Defendant, or any terms or effect of this Agreement (other than claims to enforce the Agreement).
- (iv) For avoidance of doubt, and without limiting the definition and scope of "Plaintiffs' Released Claims," the term "Plaintiffs' Released Claims" includes any Claim relating to any Relevant Vaccine to the extent such Claims fall within subsections (i) and (ii) of this Section II. Also for avoidance of doubt, the term "factual predicate" as used in this Section shall not be construed to exclude from the scope of any "Plaintiffs' Released Claims," Claims that are based on any Relevant Vaccine (whether or not it relates to meningitis vaccines) or Claims that arise after the Settlement Date if otherwise within the scope of the Release.

The term "Relevant Vaccines" means and includes, as described in Section II (Definitions), paragraph 25 of the Settlement Agreement (available at [www.MenactraAntitrustLitigationSettlement.com](http://www.MenactraAntitrustLitigationSettlement.com)): Menactra, Menomune, MenQuadTT (or any branded product derived therefrom), Pentacel, Quadracel, PR5i (or any branded product derived therefrom), Daptacel, Adacel, IPOL, ActHIB, Fluzone, Menveo, MenHibrix, Pediarix, Infanrix, Kinrix, Boostrix, and Hiberix.

### **EXCLUDING YOURSELF FROM THE CLASS**

You have to decide whether to exclude yourself from the Class by July 10, 2017.

#### **11. WHAT IF I DO NOT WANT TO BE IN THE CLASS?**

If you do not want to be in the Class and receive a payment under the Settlement then you must take steps to exclude yourself from the Class. You must ask to be excluded from the Class if you want to keep the right to sue Sanofi on your own regarding the Released Claims. If you wish to file your own lawsuit against Sanofi after you exclude yourself, you will have to hire and pay your own lawyer (if you decide to retain one), and you will have to prove your claims.

If you exclude yourself from the Class—sometimes called "opting-out" of the Class—you will not be legally bound by the Court's judgments in this class action, and you will keep any rights you may have to sue Sanofi over the Released Claims. However, if you do exclude yourself, you will not receive any money under the Settlement and Class Counsel will no longer represent you with respect to any claims against Sanofi. If you want to receive money from the Settlement Fund, do not exclude yourself.

**12. HOW DO I ASK TO BE EXCLUDED?**

To exclude yourself, or “opt out” from the Class, you **must** send a written letter to the following address:

Menactra Antitrust Litigation Settlement  
c/o Rust Consulting, Inc. - 5203  
P.O. Box 2563  
Faribault, MN 55021-9563

Your written letter must be **postmarked no later than July 10, 2017**. You must state that you want to be excluded from the Class in *Castro, et al. v. Sanofi Pasteur Inc.*, No. 11-7178 (D.N.J.) and include your name, address, telephone number and signature.

**Warning!** If your letter is sent after the deadline it will be considered invalid and you won't be excluded from the Class. You cannot exclude yourself by telephone or email.

If you ask to be excluded, you will not get a payment. You will not be legally bound by the Settlement or anything that happens in this lawsuit. If you exclude yourself from the Class, however, you cannot object to the proposed Settlement or the application for attorneys' fees, costs, expenses and/or service awards to the Class Representatives.

**13. IF I DO NOT EXCLUDE MYSELF, CAN I SUE SANOFI FOR THE SAME THING LATER?**

No. If you remain in the Class and the Court grants final approval of the Settlement, you will be required to forego any right to sue Sanofi for any of the Released Claims as described in Question 10.

**OBJECTING TO THE SETTLEMENT**

**14. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?**

If you are a Class Member (and have not excluded yourself), you may tell the Court that you object to (disagree with) all or any part of the proposed Settlement, and/or the application for attorneys' fees, costs, and expenses, and/or service awards to the Class Representatives, and/or the plan for distributing the money. You must give reasons why you think the Court should not approve it. The Court will consider your objection(s) when it decides whether or not to finally approve the Settlement.

To object, you must file your written objection(s) with the Court at this address:

United States District Court for the District of New Jersey  
Clerk of Court  
Martin Luther King, Jr. Building & U.S. Courthouse for the District of New Jersey  
50 Walnut Street  
Newark, NJ 07101

You must also send a copy of your written objection(s) to Class Counsel and Counsel for the Defendant at the following addresses:

<b>DESIGNATED CLASS COUNSEL</b>	<b>DESIGNATED DEFENDANT'S COUNSEL</b>
Eric L. Cramer Berger & Montague, P.C. 1622 Locust Street Philadelphia, PA 19103	Colin R. Kass Proskauer Rose 1001 Pennsylvania Ave., N.W. Washington, D.C. 20004

Your written objections must be postmarked no later than **July 10, 2017**.

**What should my written objection(s) say?**

Your written objection(s) must include the case caption, *Castro, et al. v. Sanofi Pasteur Inc.*, No. 11-7178 (D.N.J.), along with: (i) your name; (ii) your address; (iii) your telephone number; (iv) a notice of intention to appear; (v) proof of membership in the Class; and (vi) the specific grounds for the objection and any reasons why you want to appear and be heard, as well as all documents and writings that you want the Court to consider.

Do not call the Court or the Judge's office about your objection(s). If you have any questions, you may visit [www.MenactraAntitrustLitigationSettlement.com](http://www.MenactraAntitrustLitigationSettlement.com) or call the Settlement Administrator at 1-866-216-0279.

**15. IS OBJECTING THE SAME AS BEING EXCLUDED?**

No. Objecting means you tell the Court which part(s) of the Settlement you disagree with (including the plan of distributing the money, request for attorneys' fees and expenses or services awards for Class Representatives).

Being excluded (also called opting-out) means you tell the Court you do not want to be part of the Class and do not want any money under the Settlement.

**THE LAWYERS REPRESENTING YOU**

**16. DO I HAVE A LAWYER IN THIS CASE?**

Yes. The Court has appointed the lawyers listed below to represent you and the Class as "Co-Lead Class Counsel" (also referred to as "Class Counsel"). These Court-appointed Co-Lead Class Counsel are experienced in handling similar cases. Other lawyers have also worked with Co-Lead Counsel to represent you in this case. Because you are a Class Member, you do not have to pay any of these lawyers. They will be paid from the Settlement Fund.

Eric L. Cramer  
Berger & Montague, P.C.  
1622 Locust Street  
Philadelphia, PA 19103  
ecramer@bm.net  
(215) 875-3000

Linda P. Nussbaum  
Nussbaum Law Group, P.C.  
1211 Avenue of the Americas  
New York, NY 10036  
lnussbaum@nussbaumpc.com  
(212) 438-9102

**Should I hire my own lawyer?**

You do not have to hire your own lawyer. But you can if you want to, at your own cost.

If you hire your own lawyer to appear in this case, you must tell the Court and send a copy of your notice to Class Counsel at the addresses above.

**17. HOW WILL THE LAWYERS BE PAID?**

You will not have to pay anything for these lawyers. If the Court grants final approval to the Settlement, then the Court will be asked to approve a fee to Class Counsel of one-third (i.e. thirty-three and one third percent) of the Settlement Fund (including accrued interest) plus reimbursement of their expenses they have paid. If the Court approves Class Counsel's requests, these amounts would be deducted from the Settlement Fund.

Class Counsel also will apply for service awards to the Class Representatives for their services to the Class of up to \$100,000 to each of Adriana M. Castro, M.D., P.A., Sugartown Pediatrics, LLC, and Marquez and Bengochea, M.D., P.A.

Class Counsel's request for attorneys' fees, expenses, and service awards will be on file with the Court, and available for review at [www.MenactraAntitrustLitigationSettlement.com](http://www.MenactraAntitrustLitigationSettlement.com) as of June 23, 2017.

**THE COURT'S FINAL FAIRNESS HEARING**

**18. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Fairness Hearing **at 10:00 am on October 3, 2017**. The hearing will take place at:

United States District Court for the District of New Jersey  
United States Post Office and Courthouse Building  
Newark, NJ 07101

We do not know how long the Court will take to make its decision.

**Important!** The time and date of this hearing may change without additional mailed or publication notice. For updated information on the hearing, visit: [www.MenactraAntitrustLitigationSettlement.com](http://www.MenactraAntitrustLitigationSettlement.com).

### **Why is there a hearing?**

The hearing is about whether or not the Settlement is fair, reasonable, and adequate.

The Court will consider any objections and listen to Class Members who have asked to speak at the hearing.

The Court will also decide whether it should give its final approval of the Plaintiffs' requests for attorneys' fees and expenses, service awards, and other costs.

After the hearing, the Court will decide whether to give the Settlement final approval.

### **19. DO I HAVE TO COME TO THE HEARING TO GET MY MONEY?**

No. You do not have to go to the hearing, even if you sent the Court an objection(s). But you can go to the hearing or hire a lawyer to go to the hearing if you want to, at your own expense.

Class Counsel will answer the Court's questions, if any.

### **20. MAY I SPEAK AT THE HEARING?**

You may ask the Court for permission to speak at the Final Fairness Hearing. You must file a Notice of Intention to Appear with the Court by **July 10, 2017** at this address:

United States District Court for the District of New Jersey  
Clerk of Court  
Martin Luther King, Jr. Building & U.S. Courthouse for the District of New Jersey  
50 Walnut Street  
Newark, NJ 07101

You must also mail a copy of your notice to Class Counsel and Counsel for Defendant at the address listed in Question 14. Your Notice of Intention to Appear must include the case caption, *Castro, et al. v. Sanofi Pasteur Inc.*, No. 11-7178 (D.N.J.), along with: (i) a notice of intention to appear; (ii) your name; (iii) your address; (iv) your telephone number; and (v) personal information for other people (including lawyers) who want to speak at the hearing.

### **IF YOU DO NOTHING**

### **21. WHAT HAPPENS IF I DO NOTHING AT ALL?**

If you do nothing at this point, you will be a Class Member and participate in the Settlement as described in this notice, so long as the Settlement is finally approved. However, you will need to complete, sign, and return the Claim Form (once it is sent to you) in order to obtain a payment.

If you do not exclude yourself, you remain in the Class, and that means you will be required to forego any right to sue, or be part of any other lawsuit against, Sanofi over the "Released Claims."

### **GETTING MORE INFORMATION**

### **22. WHERE CAN I GET MORE INFORMATION?**

There are several ways to get more information about the Settlement.

The website [www.MenactraAntitrustLitigationSettlement.com](http://www.MenactraAntitrustLitigationSettlement.com) contains documents related to this case, including: the complete Settlement Agreement, the Notice, Publication Notice, the First Amended Complaint, the motion seeking the Court's preliminary approval of the Settlement, the motion seeking the Court's final approval of the Settlement, the motion seeking the Court's approval of payment to Class Counsel of attorneys' fees, costs, and expenses, and the proposed Plan of Distribution.

You may also ask for copies of those documents by calling the Settlement Administrator toll-free at 1-866-216-0279, or writing to Menactra Antitrust Litigation Settlement, c/o Rust Consulting, Inc. – 5203, P.O. Box 2563, Faribault, MN 55021-9563.

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