

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

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

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## **If you are a pharmacy in the U.S. and its territories who paid for e-prescriptions routed through the Surescripts network during the period of September 21, 2010 through April 19, 2021, you could be eligible for a payment from a Class Action Settlement.**

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- This is a class action lawsuit in which Plaintiffs have alleged, among other things, that Defendants Surescripts, LLC, Allscripts Healthcare Solutions, Inc., and RelayHealth entered into a contract, combination or conspiracy in restraint of trade, the purpose and effect of which was to suppress competition and to charge supracompetitive prices to the Settlement Class during the Class Period, in violation of Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1 and 2.
- RelayHealth, the Settling Defendant, has denied and continues to deny each and all of the claims and contentions alleged in the Action, or that could have been alleged in the Action, and has moved to dismiss Plaintiffs' claims, and would assert numerous defenses to Plaintiffs' claims if required to do so.
- Plaintiffs and RelayHealth, the Parties to the Settlement Agreement, have reached a Settlement as a result of negotiations between Co-Lead Counsel and RelayHealth's Counsel. The Parties desire to fully and finally settle all actual and potential Claims by Plaintiffs against RelayHealth arising from or relating to the Action, the factual allegations underlying the Action, and each of them, and avoid the costs and risks of protracted litigation and trial.
- The case continues against the other two Defendants.
- For purposes of this Settlement, the Settlement Class includes: All pharmacies in the United States and its territories who paid for e-prescriptions routed through the Surescripts network during the period September 21, 2010 through April 19, 2021. Excluded from the Settlement Class are Defendants and their officers, directors, management, employees, parents, owners, subsidiaries, or affiliates, and all governmental entities.
- The Settlement offers cash payments to Settlement Class Members who file valid timely Claims.
- A portion of the Settlement's proceeds are being used by the Settlement Administrator to administer the Notice. The remainder of the Settlement's proceeds will remain available for distributions to Settlement Class Members, any future notice costs, and attorneys' fees, litigation expenses, and service awards that the Court chooses to award to Plaintiffs. At this time, Plaintiffs and their counsel are not seeking any attorneys' fees, non-administration expenses, or service awards from the Settlement's proceeds. However, they may do so in the future, subject to additional notice to you and approval by the Court. Settlement Class Counsel do not intend to distribute any proceeds from the Settlement to qualifying Settlement Class Members at this time, but instead intend to combine any distribution of the

Settlement's proceeds with proceeds from future settlements or other recoveries in the litigation. You will be provided further notice of any such future settlements or recoveries. In addition, please consult the case website, [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com), regularly for updates on the case.

- Visit [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com) for more information about this Settlement. You can also opt out of, object to, or comment on the Settlement at this time.
- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make now.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
<b>FILE A CLAIM FORM</b>	The only way to receive your share of the Settlement Fund(s).	JANUARY 6, 2022
<b>DO NOTHING AND REMAIN IN THE SETTLEMENT CLASS</b>	You do not need to take any action at this time to remain a member of the RelayHealth Settlement Class. Your interests will be represented by the Settlement Class Representatives and Settlement Class Counsel listed below. As a member of the Settlement Class, you will be bound by any judgment dismissing with prejudice the claims against RelayHealth, and you will not be able to file or maintain your own lawsuit against RelayHealth regarding the subject of this lawsuit. By remaining in a Settlement Class, you are eligible to receive a share of the settlement amount for that settlement if you file a claim on or before January 6, 2022 once it is paid out, after payment for attorneys' fees, costs and other expenses, if you file a valid claim once the claim filing period commences.	
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to keep your right to assert any claims against the Settling Defendant RelayHealth for claims related to this case.	JANUARY 6, 2022
<b>OBJECT AND/OR ATTEND A HEARING</b>	If you wish to object to the Settlement, or anything else referenced in this Notice, you must file a written objection. You may also request to be heard at the Fairness Hearing.	JANUARY 6, 2022

- 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 Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

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## BASIC INFORMATION

### 1. Why did I receive a Notice?

A Court authorized this notice because Settlement Class Members described in paragraph 5 of this notice have the right to know about a \$10 million settlement. If you qualify, you could be eligible to receive a payment. **To know if you qualify, see the answer to Question 5.**

The people who sued are called the Plaintiffs. NDCHealth Corporation d/b/a RelayHealth is the Settling Defendant.

### 2. What is this lawsuit about?

The lawsuit alleges among other things, that Defendants Surescripts, LLC, Allscripts Healthcare Solutions, Inc., and RelayHealth, entered into a contract, combination or conspiracy in restraint of trade, the purpose and effect of which was to suppress competition and to charge supra-competitive prices to the Settlement Class during the Class Period, in violation of Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1 and 2. RelayHealth, the Settling Defendant denies Plaintiffs' allegations. The Court has not decided who is right. The case continues against the other two Defendants.

Important information about the case will be posted on the website, [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com), as it becomes available. Please check the website to be kept informed about any future developments.

### 3. What is a class action?

In a class action, the Plaintiffs act as “class representatives” and sue on behalf of themselves and other people who have similar claims. This group of people is called the “class,” and the people in the class are called “class members.” One court resolves the issues for all class members, except for people who exclude themselves from the class. Judge John J. Tharp Jr. of the United States District Court for the Northern District of Illinois is presiding over this case. The case is *In re Surescripts Antitrust Litigation*, No. 1:19-cv-06627.

### 4. Why is there a partial Settlement of this lawsuit?

The Court did not decide in favor of Plaintiffs or the Settling Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and class members get compensation. The class representatives and their attorneys think the settlement is best for everyone affected.

## WHO IS IN THE SETTLEMENT

### 5. Who is in the Settlement?

To get money from the settlement, you have to be a class member. You may be a member of the Settlement Class and eligible to file a claim, object, or exclude yourself from this Settlement if you are a pharmacy in the United States and its territories who paid for e-prescriptions routed through the Surescripts network during the period September 21, 2010 through April 19, 2021.

### 6. What should I do if I am still not sure whether I am included?

If you are not sure whether you are included in the class, you can ask for free help by calling the Settlement Administrator at (844)-974-4844 or email [Info@SurescriptsAntitrustLitigation.com](mailto:Info@SurescriptsAntitrustLitigation.com) for more information.

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

The Settling Defendant will pay \$10,000,000.00 into a Settlement Fund. After deductions for attorneys' fees, litigation costs, and other expenses (*see* Question 14), the Fund will be distributed at a later date to class members who submit valid claims.

More details are in the Settlement Agreement, available at [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com).

### 8. How much money can I get from the Settlement?

The amount you get will be calculated pursuant to a Plan of Distribution to be approved by the Court, and will depend on how many claims are submitted, and how much the Court allows in fees, costs, and expenses. For information on how to make claim, see Question 10 and [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com). For information on the Plan of Distribution, see [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com).

### 9. What am I giving up if I stay in the class?

Unless you exclude yourself with an opt-out request (*see* Question 15), you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendant relating to the issues in this case. The "Released Claims" in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement. The Settlement Agreement can be viewed at [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com).

## HOW TO GET A PAYMENT—MAKING A CLAIM

### 10. How can I get a payment?

If you are a pharmacy in the United States and its territories who paid for e-prescriptions routed through the Surescripts network during the class period, you can file a claim at [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com), or return the claim form to the Settlement Administrator at the address set forth below in Paragraph 25 on or before **January 6, 2022**.

The Settlement Funds will be allocated pursuant to the Plan of Distribution which will be made available at [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com) after it has been approved by the Court.

### 11. When will I get my payment?

Settlement Class Counsel do not intend to distribute any proceeds from the Settlement to qualifying Settlement Class Members at this time, but instead intend to combine any distribution of the Settlement's proceeds with proceeds from future settlements or other recoveries in the litigation. You will be provided further notice of any such future settlements or recoveries. In addition, please consult the case website, [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com), regularly for updates on the case.

The Court will hold a hearing on February 22, 2022 at 10:00 a.m. Central Standard Time to decide whether to approve the Settlement. If the Court approves the Settlement, there still may be appeals of that decision. It is hard to estimate how long it might take for any appeals to be resolved.

Updates regarding the Settlement and when payments will be made will be posted on the Settlement website, [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com).

## THE LAWYERS REPRESENTING YOU

### 12. Do I have a lawyer in the case?

Yes. The Court appointed the law firms of Wexler Wallace LLP, Wagstaff & Cartmell LLP, Gustafson Gluek PLLC, Kaplan Fox & Kilsheimer LLP, Lockridge Grindal Nauen PLLP and Spector, Roseman & Kodroff PC to represent you and the other class members. These firms are called Class Counsel. You will not be charged for their services.

### 13. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

### 14. How will the lawyers be paid?

You do not have to pay Class Counsel. Class Counsel, who have not been paid for their services since this case began, will seek an award of attorneys' fees out of the Settlement Fund at a later date, as well as reimbursement for litigation costs they advanced in pursuing the claims. The fees will compensate Class Counsel for investigating the facts, litigating the case, and negotiating and administering the Settlement. Class Counsel's attorneys' fee request will not exceed 33% of the Settlement Fund. Additionally, Class Counsel will seek reimbursement of their out-of-pocket litigation expenses to be paid out of the Settlement Fund.

At a later date, Class Counsel will also ask the Court to approve service award payments out of the Settlement Fund of up to \$10,000 to each of the individual class representatives, who are Powell Prescription Center, Corner Pharmacy, Summers Pharmacy, Logan Primary Pharmacy, Bartow Pharmacy Medical Supply, Concord Pharmacy, Whitman Pharmacy, Kennebunk Village Pharmacy, and 731 Pharmacy Corp. d/b/a Ivan Pharmacy.

The costs of providing this notice and administering the Settlement are being paid from the Settlement Fund.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from the Settlement, and you want to keep your right, if any, to sue the Settling Defendant on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or "opting out"—of the class.

### 15. How do I get out of the Settlement?

You may opt out of the Settlement by **January 6, 2022** by sending a letter that includes the following to the address below:

- Your name and address;
- A statement that you want to be excluded from the Settlement; and
- Your signature.

In re Surescripts Antitrust Litigation  
Attn: Exclusion Request  
P.O. Box 58220  
Philadelphia, PA 19102

Mailed opt-out requests must be postmarked no later than **January 6, 2022**.

**16. If I don't opt out, can I sue Defendants for the same thing later?**

No. Unless you opt out, you give up the right to sue the Settling Defendant for the claims the Settlement resolves. You must exclude yourself from the class if you want to try to pursue your own lawsuit.

**17. What happens if I opt out?**

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class under the Settlement; you will not receive any payment as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right to sue, if any, on the claims alleged in the case by filing or continuing your own lawsuit at your own expense.

## **OBJECTING TO THE SETTLEMENT**

**18. How do I tell the Court if I don't like the Settlement?**

If you're a class member and do not opt out of the Settlement, you can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue against the Settling Defendant. If that is what you want to happen, you must object.

You may object to the proposed Settlement in writing. You may also appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. To object, you must file a document with the Court saying that you object to the proposed Settlement in *In Re: Surescripts Antitrust Litigation.*, Civil Action No. 1:19-cv-06627. Be sure to include:

- Your name, address, and telephone number;
- A statement saying that you object to the Settlement in *In Re: Surescripts Antitrust Litigation.*, Civil Action No. 1:19-cv-06627;
- Whether you plan to appear at the Fairness Hearing;
- Proof of membership in the Settlement Class, including any documentation evidencing you directly paid for e-prescriptions routed through the Surescripts network during the Class Period;
- The specific reasons you object to the Settlement, along with any supporting materials or documents that you want the Court to consider; and
- Your signature.

You must mail the objection by First Class U.S. Mail, postmarked no later than **January 6, 2022** to each of the following addresses:

<b>Court</b>	<b>Class Counsel</b>	<b>Counsel for RelayHealth</b>
Clerk of the Court United States District Court for the Northern District of Illinois Eastern Division Everett McKinley Dirksen United States Courthouse 219 South Dearborn St. Chicago, IL 60604	Kenneth A. Wexler Justin N. Boley <b>Wexler Wallace LLP</b> 55 West Monroe St., Ste. 3300 Chicago, IL 60603	Rachel J. Adcox Jeny M. Maier <b>Axinn, Veltrop &amp; Harkrider LLP</b> 950 F Street, NW Washington, DC 20004

If your objection is not postmarked by the deadline and does not include the information listed above, it will not be valid.

#### **19. What's the difference between objecting and excluding?**

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it no longer affects you. You cannot both opt out and object to the Settlement.

### **THE COURT'S FAIRNESS HEARING**

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

The Court will hold a Fairness Hearing at 10:00 a.m. Central Standard Time on February 22, 2022 in the United States District Court for the Northern District of Illinois, located at 219 South Dearborn St., Chicago, IL 60604.

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 to Class Counsel in fees and expense reimbursements. After the hearing, the Court will decide whether to approve the Settlement.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to the class members. Be sure to check the website, [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com), for news of any such changes.

#### **21. Do I have to come to the Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not 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 is not necessary.

#### **22. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a statement in your written objection (discussed above at Question 18) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. You cannot speak at the hearing if you exclude yourself from the class.



## IF I DO NOTHING

### 23. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class. By remaining in the Settlement Class, you are eligible to receive a share of the settlement amount once it is paid out, after payment of attorneys' fees, costs, and other expenses if you file a valid claim.

## GETTING MORE INFORMATION

### 24. Are more details about the Settlement available?

Yes. This notice summarizes the proposed Settlement—more details are in the Settlement Agreement, and other important case documents. You can get a copy of these and other documents at [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com).

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

### 25. How do I get more information?

The website [www.surescriptsantitrustlitigation.com](http://www.surescriptsantitrustlitigation.com) has important Court Documents and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

You can also call or write to the Settlement Administrator at:

Surescripts Antitrust Litigation  
Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
(844) 974-4844  
[Info@SurescriptsAntitrustLitigation.com](mailto:Info@SurescriptsAntitrustLitigation.com)