

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

ALABAMA DOE 1, et al., individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GILEAD SCIENCES, INC.,

Defendant.

Case No. 20-CIV-03699

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

You are receiving this Notice of Settlement because you have been identified as being part of a group of people whose confidential medical information (“CMI”) is alleged to have been disclosed by Defendant Gilead Sciences, Inc. (“Gilead”) when Gilead mailed you an envelope with the words “HIV Prevention Team” on the face of the envelope in the return address between April 15 and April 30, 2020 (the “Mailer”).

A class action lawsuit was filed concerning the Mailer and a settlement has now been preliminarily approved by the Court. This Notice of Settlement provides information about the lawsuit, the Settlement, and your options as a Settlement Class Member. Please read this Notice of Settlement carefully because it affects your legal rights. A California state court ordered the sending of this Notice of Settlement to you. This is not a solicitation or any other form of marketing.

1. Why Should You Read This Notice?

You are receiving this Notice of Settlement because Gilead’s records show that you are a Settlement Class Member. The term “Settlement Class” means all persons to whom a Mailer was sent by Gilead between April 15 and April 30, 2020, and that was not returned as undeliverable by the United States Postal Service. Gilead has confirmed that approximately 18,192 Settlement Class Members were sent the Mailer and did not have the Mailer returned as undeliverable by the United States Postal Service, and therefore are Settlement Class Members.

This lawsuit was filed on September 1, 2020, in the Superior Court of California, San Mateo County by Plaintiffs using pseudonyms to address the alleged harm caused by the Mailer.

Following a mediation process overseen by experienced mediator, Jill Sperber, Esq., in April 2021, and continued Settlement negotiations, Plaintiffs and Gilead have now reached a Settlement that has been preliminarily approved by the Superior Court, and as a Settlement Class Member, you are entitled to a Settlement Payment.

All Settlement Class Members shall automatically receive a “Base Payment” of \$100.

Settlement Class Members who fill out a Claim Form may receive a payment of up to \$2,000 for reimbursement of out-of-pocket expenses that were directly caused by the Mailer, and up to \$500 for non-economic harms constituting emotional distress, anxiety, or fear as a direct result of the Mailer.

The Superior Court of California, San Mateo County has preliminarily approved this Settlement as fair and reasonable and authorized this Notice of Settlement to be sent to you. The Court will hold a Final Approval Hearing on June 29, 2023, at 9:00 a.m. PT, in Department 22, Courtroom K, Northern Court, 1050 Mission Road, South San Francisco, California 94080. Additional information about this case and the Settlement can be found at www.Mailersettlement.com. The Court may hold the Final Approval Hearing through remote means, such as by Zoom videoconference. If the Final Approval Hearing is held by videoconference, the relevant information necessary to participate will be posted to the Settlement Website, www.Mailersettlement.com, no later than one week prior to the Final Approval Hearing.

2. What Are the Terms of the Settlement?

Under the terms of the Settlement Agreement, a copy of which is available at www.Mailersettlement.com, Gilead has agreed to pay the non-reversionary cash amount of \$4,000,000 (the “Settlement Fund”) to settle all claims relating to the alleged disclosure described above and/or asserted in this lawsuit unless the Settlement Agreement is voided, disapproved, or otherwise terminated for any reason. The Settlement Fund is non-reversionary, meaning none of the funds will be returned to Gilead.

The Settlement Fund will be used to pay: (a) all Settlement Payments to Settlement Class Members; (b) all reasonable settlement administration fees and costs as approved by the Court, not to exceed \$160,865.66; (c) Co-Lead Class Counsel’s attorneys’ fees, not to exceed \$1,333,333.33, plus costs not to exceed \$60,000, subject to the approval of the Court; and (d) service awards to the five Class Representatives of \$25,000 in the aggregate, subject to the approval of the Court. The “Net Settlement Fund” is the amount left in the Settlement Fund after the Court-approved deductions for settlement administration fees and costs, attorneys’ fees and costs, and service awards.

A. The Settlement Payments to Settlement Class Members will be calculated as follows:

Base Payment: All Settlement Class Members will automatically receive a “Base Payment” of \$100.

Claimant Award: Settlement Class Members who fill out a Claim Form demonstrating harm may receive additional payment. Settlement Class Members that include information on their Claim Form credibly alleging under oath that they incurred reasonable non-reimbursed out-of-pocket expenses that were directly caused by the Mailer may be reimbursed up to \$2,000 upon a showing of reasonable proof. Settlement Class Members may also set forth information on their Claim Form credibly alleging under oath that they experienced non-economic harm constituting emotional distress, anxiety, or fear, as a direct result of the Mailer, for a payment of up to \$500. The Settlement Administrator will consider the evidence submitted by each Claimant to determine if a Claimant is eligible for a Claimant Award.

The final amounts will depend on the number of claims filed. In order to be considered timely and valid, all Claim Forms must be submitted or postmarked by April 24, 2023.

B. Remaining Amounts in the Net Settlement Fund. If there is money remaining in the Net Settlement Fund after subtracting all Base Payments and Claimant Awards, any service awards to the Class Representatives; attorneys’ fees and costs to Co-Lead Class Counsel; and reasonable fees and costs invoiced by the Settlement Administrator, the remaining money shall be donated to the Parties’ proposed *cy pres* recipient, Positive Women’s Network-USA, subject to the Court’s approval.

C. **Timing of Payments.** Settlement checks will be mailed by U.S. first class mail by the Settlement Administrator to Settlement Class Members or sent by an alternative direct method, such as through PayPal, as selected by the Settlement Class Members, no later than 30 days after final approval by the Court and the time for any appeals have expired, or any appeals have been resolved.

D. **Uncashed Checks.** If possible, the Settlement Administrator will make two attempts to distribute Settlement Payments to each Settlement Class Member. The total amount of any uncashed settlement checks after the second attempt will be distributed to the Parties' proposed *cy pres* recipient, Positive Women's Network-USA, subject to the Court's approval.

E. **Release.** In consideration of the benefits provided to Settlement Class Members by Gilead as described in this Settlement Agreement, upon the Effective Date, each Settlement Class Member, on his or her own behalf and on behalf of his or her respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, heirs, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is or will be entitled to assert any claim on behalf of any Settlement Class Member (the "Releasers"), hereby waive and release, forever discharge and hold harmless the Released Parties, and each of them, of and from any and all past, present and future claims, counterclaims, actions, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including, without limitation, attorneys' fees and costs), accounts, bills, covenants, contracts, controversies, agreements, obligations, or promises, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether patent or latent, concealed or overt, direct, representative, class or individual in nature, in any forum ("Claims") that the Releasers, and each of them, had, has, or may have in the future arising out of, in any way relating to or in connection with the Mailer or the allegations, transactions, facts, matters, occurrences, representations or omissions involved, that are or could have been alleged or set forth in, referred to, or relate to the Complaint and/or the Mailer (collectively, the "Released Claims," or the "Releases"). The term Released Parties means Gilead and each of its respective past, present or future successors, assigns, predecessors, parents, subsidiaries, sister companies, joint venturers, partnerships, related companies, affiliates, unincorporated entities, divisions and groups, and each of their directors, officers, shareholders, employees, managers, agents, representatives, insurers, reinsurers, partners, accountants, consultants, legal representatives, administrators, contractors and subcontractors, and agents of and all persons acting under, by, through, or in concert with any of them, and each of them.

3. How Do I Submit A Claim Form?

To be considered valid and timely, Claim Forms must be submitted to the Settlement Administrator by April 24, 2023.

You may fill out this Claim Form in hard copy or you may fill out the electronic Claim Form located at www.Mailersettlement.com. If you fill out the Claim Form in hard copy, you may return it by uploading it using the secure portal at www.Mailersettlement.com or by mail to *Gilead Mailer Settlement*, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391. To be considered valid and timely, Claim Forms returned by mail must be postmarked by April 24, 2023.

If you have any questions about this Claim Form, please call the Settlement Administrator toll-free at 833-630-9973 or contact the Settlement Administrator by using the “Contact” form located at www.MailerSettlement.com. For additional information about the Settlement, please visit www.MailerSettlement.com. If you decide to fill out and return the Claim Form, all information you provide will be kept strictly confidential by the Settlement Administrator and will be destroyed by the Settlement Administrator after the distribution of the settlement proceeds.

Important -- It is your responsibility to let the Settlement Administrator know if your mailing address changes at any time before you receive a Settlement Payment or if you want future mail related to this Settlement sent to a different mailing address or to receive further correspondence by email only. If you fail to keep your address current, you may not receive your Settlement Award.

4. What Are My Rights?

If you wish to participate in the Settlement, you will automatically receive the Base Payment of \$100 via check as described above. You may also submit a Claim Form explaining the harm caused by the sending of the Mailer, for compensation in addition to the Base Payment. All Claim Forms must be submitted or postmarked by April 24, 2023. You may also use the Settlement Website to elect to receive any payment by a method other than check. All elections must be made by April 24, 2023.

If you wish to exclude yourself from the Settlement so that you do not receive any Settlement Award and are not bound by any release of claims, then you must submit a written request to opt out to the Settlement Administrator stating “I wish to exclude myself from the Settlement Class in *Alabama Doe 1, et al. v. Gilead Sciences, Inc.*, No. 20-CIV-03699 (Cal. Sup. Ct., San Mateo Cty.) (or in substantially similar clear and unambiguous language), postmarked by April 24, 2023. Your request for exclusion must include your printed name, address, telephone number, email address, date of birth, and actual written signature. The Settlement Administrator will provide redacted and de-identified copies of all requests for exclusion to Co-Lead Class Counsel and Counsel for Gilead as they are received, and only redacted and de-identified copies shall be filed with the Court. Requests for exclusion cannot be made on a group or class basis. All Settlement Class Members who do not timely and properly request exclusion from the Settlement Class will in all respects be bound by all terms of this Settlement Agreement and the Court’s Final Approval Order, and upon the Effective Date, will be entitled to all benefits described in this Settlement Agreement. The request for exclusion must be sent to the Settlement Administrator at *Gilead Mailer Settlement*, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391. Any person who requests exclusion from the Settlement will not be entitled to any Settlement Award and will not be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.

You can also ask the Court to deny approval by filing an objection. If you choose to object, you remain part of the Settlement Class and will in all respects be bound by all terms of this Settlement Agreement. You can’t ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be submitted in writing to the Settlement Administrator on or before April 24, 2023. The written statement must include a detailed statement of the Settlement Class Member’s objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court’s attention. That written statement shall contain the Settlement Class Member’s printed

name, address, telephone number, date of birth, and actual written signature, and any other supporting papers, materials, or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection. The Settlement Administrator shall provide Co-Lead Class Counsel and Counsel for Gilead with copies of any objections as they are received. The names of any objectors who affirmatively state in writing that they wish to use a pseudonym shall be held in strict confidence by Co-Lead Class Counsel and Counsel for Gilead and shall not be disclosed on the public record without the objector's written permission.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. A Settlement Class Member (or counsel representing him or her, if any) seeking to make an appearance at the Final Approval Hearing must file with the Court, by twenty-one (21) days prior to the Final Approval Hearing, a written notice of his or her intention to appear at the Final Approval Hearing, including a statement of any evidence or exhibits that will be presented.

If you wish to send the Settlement Administrator a letter in support of the Settlement, you are free to do so, and may send your letter to *Gilead Mailer Settlement*, c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391.

5. How Will My Information Be Kept Confidential?

The Parties and their Counsel have agreed to implement several measures to protect the confidential information of the Settlement Class Members and shall cooperate in good faith to respect the privacy and confidentiality of all Settlement Class Members' confidential medical information.

Gilead ensured that the Class List was delivered to the Settlement Administrator at the Court's direction. At no time shall the Settlement Administrator share the Class List or any information contained on the Class List, or any confidential medical information, with the Court, Co-Lead Class Counsel, Counsel for Gilead, or any other person or entity, without a Court Order or an authorization form that is signed by the Settlement Class Member whose information is to be disclosed (or by someone with legal authorization to sign on their behalf), except that the Settlement Administrator shall comply with any federal and state tax laws and required reporting and withholding with respect to this Settlement.

Notice of the Settlement was sent using practices for the physical mailing and emailing, as applicable, intended to maintain the confidentiality of Settlement Class Members' confidential medical information, including, for example:

(a) by using an opaque envelope of appropriate and sufficient stock and with no transparent window in order to obscure the contents of the envelope;

(b) by using a return address on the outside of the envelope with no identifying information other than the name of the Settlement Administrator, a P.O. Box, City, State and Zip Code;

(c) by including a statement on the front of the envelope stating that it contains "Confidential Legal Information – To Be Opened Only By The Addressee";

(d) by using a protective cover page that folds around the Notice of Class Action Settlement and that identifies that the information being provided therein is confidential and solely for reading by the Settlement Class Member;

(e) by using paper stock for the cover page that will protect the confidentiality of the contents of the envelope from being read through the envelope; and

(f) for emailed notice, by using the subject line “Confidential Legal Information – To Be Read Only By The Named Email Recipient.”

Co-Lead Class Counsel, Counsel for Gilead, Gilead, and the Court shall not have access to the Class List, Claim Forms, or any supporting information submitted by Settlement Class Members. Any completed Claim Forms or other information submitted by Claimants to the Settlement Administrator, will be recorded by the Settlement Administrator in a computerized database that will be securely and confidentially maintained by the Settlement Administrator in accordance with all applicable federal, state, and local laws and regulations, including, without limitation, any laws concerning heightened privacy for confidential medical information.

The Settlement Administrator will also assign each Settlement Class Member a unique number identifier so that any communications amongst Co-Lead Class Counsel, Counsel for Gilead, Gilead, and/or the Court will not include any confidential medical information or names, addresses, or other identifying information belonging to any Settlement Class Member.

In addition, the Settlement Class Members may elect a direct method to receive payment other than checks delivered via U.S. Mail, such as through PayPal, through their Claim Form and on the Settlement Website.

6. Who Are The Attorneys Representing The Class?

The attorneys who represent the Settlement Class are listed below:

Ronda B. Goldfein
Yolanda French Lollis
Adrian M. Lowe
AIDS LAW PROJECT OF
PENNSYLVANIA
1211 Chestnut Street, #600
Philadelphia, PA 19103
(215) 587-9377
Gileadclass@aidslawpa.org

Shanon J. Carson
BERGER MONTAGUE PC
1818 Market Street, Ste. 3600
Philadelphia, PA 19103
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John J. Grogan
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LANGER, GROGAN & DIVER PC
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Sophia Rios
BERGER MONTAGUE PC
401 B Street, Suite 2000
San Diego, CA 92101
srios@bm.net
Telephone: (858) 252-6649

The AIDS Law Project of Pennsylvania is a nonprofit public-interest legal organization for almost thirty-four years.

7. How Will The Attorneys For The Settlement Class Be Paid?

You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that attorneys' fees and costs will be paid from the Settlement Fund subject to the approval of the Court. The attorneys' request for fees will not exceed \$1,333,333.33 plus reimbursement of reasonable out-of-pocket costs not to exceed \$60,000.

8. Who May I Contact If I Have Further Questions?

If you need more information or have any questions, you may contact the AIDS Law Project of Pennsylvania at (215) 587-9377 or by email at Gileadclass@aidslawpa.org, or you may contact the Settlement Administrator below. Please refer to the Gilead Mailer Settlement.

Gilead Mailer Settlement
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391
833-630-9973
info@mailersettlement.com
www.Mailersettlement.com

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.Mailersettlement.com, by contacting the AIDS Law Project of Pennsylvania, or by accessing the Court docket in this case or by visiting the Clerk's office, 1050 Mission Road, South San Francisco, CA, 94080, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

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