

IF YOU PURCHASED BOTOX® COSMETIC DIRECTLY FROM ALLERGAN, INC., A PENDING CLASS ACTION MAY AFFECT YOUR RIGHTS. PLEASE READ THIS NOTICE CAREFULLY FOR IMPORTANT INFORMATION.

NOTICE OF PENDENCY OF CLASS ACTION

TO: All purchasers within the United States who purchased Botox® Cosmetic directly from Defendant Allergan, Inc. (“Allergan”) between September 25, 2013 and June 13, 2017 for a price that was based on Allergan’s list price. Your purchase of Botox® Cosmetic directly from Allergan was for a price that was based on Allergan’s list price unless your purchases were made pursuant to the terms of a custom contract that you entered into with Allergan that set forth a particular price or discount for Botox® Cosmetic.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.

**THIS IS NOT AN ATTEMPT TO COLLECT ANYTHING FROM YOU.
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.
YOU MAY BENEFIT FROM READING THIS NOTICE.**

PURPOSE OF THIS NOTICE

The purpose of this Notice is to advise you of the pendency of this class action as Case No. 8:15-cv-00307 in the United States District Court for the Central District of California and to summarize certain rights you may have in this action. The Court has not yet expressed an opinion as to whether the claims asserted by the Class Members against Allergan in this litigation have merit.

You received this Notice because records indicate that you are a Class Member.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	Stay in the Class. Your interests will be represented by Class Counsel appointed by the Court and you will be bound by the result of the lawsuit, whether that result is favorable or unfavorable.
EXCLUDE YOURSELF	You will not be bound by the result of this case. Should the Class recover money from Allergan, you will not share in the recovery. Nor will you be bound by any adverse result in this case. You will retain the right to pursue your individual claims against Allergan and hire your own attorney, unless otherwise barred.

BRIEF SUMMARY OF THE LITIGATION

Plaintiffs filed a lawsuit against Defendant Allergan, Inc. The lawsuit alleges that Allergan's Botox[®] Cosmetic product is the overwhelming U.S. market leader for sales of an injectable neuromodulator for use in cosmetic applications, and that Allergan executed a licensing agreement ("Licensing Agreement") with a Korean company named Medytox, Inc. ("Medytox") that markets a rival, arguably superior, and less expensive injectable neuromodulator that competes with Botox[®] in certain countries outside of the U.S. Plaintiffs allege that the Licensing Agreement between Allergan and Medytox resulted in a delay of the availability of Medytox's superior product in the U.S. market.

Plaintiffs claim that the Licensing Agreement reduces competition from taking place between these two potential competitors in the U.S. market for injectable neuromodulators for use in cosmetic applications, and that, by thwarting this competition, Allergan has been able to cement its monopoly market power in the U.S., free from any pricing constraints that may have resulted from potential competition in the U.S. by Medytox's entry. Plaintiffs filed this lawsuit to seek money damages and other relief under the federal antitrust laws and applicable California laws, for the allegedly unlawful Licensing Agreement in restraint of trade, and for Allergan's alleged monopolization of the U.S. market for injectable neuromodulators for cosmetic use. Plaintiffs and the Class seek damages equal to triple the amount of alleged supracompetitive overcharges that the Class was subjected to as a result of Medytox's delayed entry into the U.S. market brought about by the Licensing Agreement, as well as an order from the Court invalidating the Allergan-Medytox Licensing Agreement.

Allergan denies these claims and has asserted numerous defenses to this action, including that the Allergan-Medytox Licensing Agreement was lawful, that the Allergan-Medytox Licensing Agreement is facilitating and accelerating U.S. sale of a future product based on Medytox's technology, that Medytox, which has never received U.S. FDA approval for or sold a product in the United States, could not have entered the U.S. market as quickly on its own than it is going to enter with Allergan's assistance through the Licensing Agreement, that Plaintiffs and the Class suffered no injury or damages as a result of the Licensing Agreement, and that Allergan lacked the alleged monopoly power in the U.S. market in light of the significant competition posed by potentially substitutable cosmetic treatments. This Notice is not an admission by Allergan that the claims Plaintiffs assert in this case have merit, or that there has been any wrongdoing or violation of law. **The Court has not ruled on the merits of the Plaintiffs' claims or on Allergan's denials or other defenses. The purpose of this Notice is simply to advise you of this case and its potential effect on any rights you may have.**

THE CLASS CERTIFICATION ORDER

On June 13, 2017, the Court ordered that this lawsuit may be maintained not only by the two named Plaintiffs, but also on behalf of a class consisting of all purchasers within the United States who purchased Botox[®] Cosmetic directly from Defendant Allergan, Inc. during the Class Period of September 25, 2013 through June 13, 2017 for a price that was based on Allergan's list price. Excluded from the class definition are all judicial officers assigned to this case, as well as their staff and immediate relatives. The class definition also excludes all employees, agents, or officers of Defendant Allergan, Inc., and all federal, state, and local government employees.

If you satisfy these criteria and none of the listed exclusions apply to you, then you are a Class Member. Plaintiffs were appointed by the Court as Class Representatives. The Court appointed attorneys Roy A. Katriel and Ralph B. Kalfayan as Class Counsel to represent the Class.

The Court order allowing the case to proceed as a class action does not mean that any money or other relief will be obtained for the Class because there are contested issues that have yet to be decided. Rather, the ruling means that the final outcome of this lawsuit – whether favorable to the Class or to Allergan – will apply in like manner to every Class Member. The ruling also means that any settlement between the Plaintiffs and Allergan will apply to every Class Member. In other words, the outcome of this lawsuit will apply to all Class Members described in the Court's class certification order summarized above who do not timely elect to be excluded from the Class (see below).

YOUR OPTIONS

If you are a Class Member, you have the choice of staying in the Class or excluding yourself from the Class. Each choice has risks and consequences.

- 1. If you are a Class Member and do nothing, you will stay in the Class.** If you stay in the Class, your interests will be represented by Class Counsel appointed by the Court and you will be bound by the result of the lawsuit, whether that result is favorable or unfavorable. If the Court finds in favor of the Class or if the Plaintiffs and Allergan agree to settle the case, you will be entitled to a share of any recovery. If the Court finds in favor of Allergan, you will recover nothing and any claim you would have against Allergan related to the claims in the lawsuit will be forever barred. You will not, however, have to pay any money as a result of staying in the Class.
- 2. You may also enter an appearance in the case through your own attorney.** If you choose this option, you will be responsible for paying the fees and costs of your own attorney. You need not enter an appearance through your own attorney to participate in the case. If you do not enter an appearance through your own attorney and do nothing, Paragraph 1 of this section will apply to you.
- 3. You may exclude yourself from the Class.** If you exclude yourself from the Class, you will not be bound by the result of this case. Accordingly, should the Class recover money from Allergan, whether by settlement or judgment, you will not share in the recovery. Nor will you be bound by any adverse result in this case. You will retain the right to pursue your individual claims against Allergan and hire your own attorney, unless otherwise barred. If you wish to exclude yourself from the Class, you must prepare a written request for exclusion including your name, address and a statement that you wish to be excluded from the Class, and send it to the Class Administrator at the following address:

Botox Antitrust Class Administrator
EXCLUSIONS
c/o KCC Class Action Services
3301 Kerner Blvd
San Rafael, CA 94901

or e-mail to:
info@AestheticAntitrustLitigation.com

The exclusion request must be postmarked or emailed to the Class Administrator on or before **November 22, 2017** at the mailing or e-mail address above. If you mail an exclusion request, you bear the risk of any delay or failure of delivery. If you e-mail a request for exclusion, you should retain a copy of the e-mail showing the date and time it was sent and to what e-mail address.

CORRECT CONTACT INFORMATION

If you received the Notice at your current mailing address, you do not need to do anything further to receive additional notices about this case. If this Notice was not addressed to your current mailing address, or if your mailing address changes in the future, please contact the Class Administrator at the above mailing or e-mail address with your correct contact information, including both new and old addresses.

WEBSITE CONTAINING ADDITIONAL INFORMATION

Additional information about the case, including orders of the Court and selected pleadings, may be viewed at the following website: **www.AestheticAntitrustLitigation.com**.

All papers publicly filed in this case are available for you to inspect and copy during regular business hours at the office of the Clerk of the Court, Santa Ana Courthouse, 411 West Fourth Street, Room 1053, Santa Ana, California.

QUESTIONS?

Many answers to frequently asked questions are available in the FAQ section of www.AestheticAntitrustLitigation.com. Any questions you have concerning this Notice that are not answered by the FAQ section, should be sent to the Class Administrator:

Botox Antitrust Class Administrator

c/o KCC Class Action Services

P.O. Box 404000

Louisville, KY 40233-4000

e-mail to:

or info@AestheticAntitrustLitigation.com

On any e-mail you send, please include the case name and number. On any letters you send, please include the case name and number, as well as your name and your return address (not just on the envelope).

**DO NOT ADDRESS ANY QUESTIONS ABOUT THIS CASE TO THE CLERK OF THE COURT,
TO THE JUDGE OR TO ALLERGAN. THEY WILL NOT BE ABLE TO ANSWER QUESTIONS.**

Dated: July 25, 2017