

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

MOLECULAR DIAGNOSTICS
LABORATORIES,

Plaintiff,

v.

HOFFMANN-LA ROCHE INC., ROCHE MOLECULAR
SYSTEMS, INC., ROCHE DIAGNOSTICS CORPORATION,
PE CORPORATION, PE BIOSYSTEMS GROUP, THE
PERKIN-ELMER CORPORATION, PE APPLIED
BIOSYSTEMS, and APPLERA CORPORATION,

Defendants.

Civil Action No. 1:04CV01649
(HHK)

CLASS ACTION

**NOTICE OF CLASS ACTION SETTLEMENT WITH ROCHE AND
APPLERA DEFENDANTS AND HEARING THEREON**

TO: ALL PERSONS OR ENTITIES WHO PURCHASED THE *TAQ* PRODUCTS LISTED ON EXHIBIT A DIRECTLY FROM DEFENDANTS BETWEEN SEPTEMBER 23, 2000 AND JULY 5, 2006 AND WHO HAVE NOT OPTED OUT OF THE CLASS (“CLASS MEMBERS”).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

A SETTLEMENT HAS BEEN PROPOSED THAT MAY AFFECT YOUR RIGHTS. IF YOU ARE A CLASS MEMBER (AS DEFINED ABOVE), YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT FUND.

NOTICE IS HEREBY GIVEN that by Order dated October 10, 2008, a hearing will be held before the Honorable Henry H. Kennedy, Jr., United States District Judge, United States District Court, in Courtroom No. 27A, United States Courthouse, 333 Constitution Avenue, N.W., Washington, D.C. 20001, on December 15, 2008 at 3:00 p.m. (the “Settlement Hearing”), to determine whether a proposed settlement in the above-captioned litigation with defendants Hoffmann-La Roche, Inc., Roche Molecular Systems, Inc., and Roche Diagnostics Corporation (collectively “Roche”), and Defendants PE Corporation, PE Biosystems Group, The Perkin-Elmer Corporation, PE Applied Biosystems, and Applera Corporation (now known as Applied Biosystems Inc.) (collectively “Applera”), as set forth in a Settlement Agreement dated September 26, 2008 (the “Settlement Agreement”), is fair, reasonable, and adequate to the Class.

If the settlement is approved by the Court, the Defendants will pay, pursuant to the terms of the Escrow Agreement, \$33,000,000.00 (Thirty-Three Million Dollars) in cash (the “Settlement Fund”) to resolve this litigation (the “Class Action”). The Settlement Fund, less Court-approved fees and expenses, will be distributed to Class Members and the Class Action will be dismissed with prejudice as to all Defendants. The Settlement Fund will be distributed among Class Members who submit timely and valid Proof of Claim and Release Forms based on the amount of their purchases of *Taq* products listed on Exhibit A (“*Taq* Products”) during the relevant period, pursuant to the terms of the plan of distribution described below.

Notice of certification of a class of purchasers of *Taq* Products was given previously. As defined above, if you are a Class Member, you have the right to object to the terms of this settlement. If you wish to participate in the settlement, you have a right to file a Claim Form.

THIS NOTICE IS NOT TO BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES ASSERTED BY CLASS PLAINTIFFS OR DEFENDANTS.

I. BACKGROUND OF THE CLASS ACTION

A. Filing of the Action

Plaintiff Molecular Diagnostics Laboratories filed an antitrust action on behalf of itself and a proposed class of direct purchasers of an enzyme (“*Taq*”) used in applications including genetic research and the diagnosis and treatment of diseases. *Taq* is a DNA polymerase derived from the *Thermus aquaticus* organism.

Plaintiff’s lawsuit was filed before the Honorable Henry H. Kennedy, Jr., United States District Court Judge, against the Roche and Applera Defendants. The Class Action was described in the previous Notice mailed in September, 2006.

In the lawsuit, Plaintiff asserts, on its own behalf and on behalf of a class of *Taq* purchasers, that Defendants violated Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1 & 2, by monopolizing, and combining and conspiring to monopolize, the market for *Taq*. Plaintiff alleges that Defendants unlawfully obtained and exploited monopoly power over *Taq* through, among other means, their enforcement of U.S. Patent No. 4,889,818 (the “‘818 patent”), which Plaintiff alleges was improperly procured through misrepresentations and omissions before the United States Patent & Trademark Office. As a result of the alleged conduct, Plaintiff alleges that it and others who purchased *Taq* Products directly from Defendants paid higher prices than they would otherwise have paid.

Defendants have vigorously disputed Plaintiff’s claims, including Plaintiff’s claim that the conduct alleged in Plaintiff’s complaint was illegal or ever occurred. Defendants also deny Plaintiff’s claims that their conduct caused Plaintiff and the Class any harm.

B. Certification of the Class

On July 5, 2006, the Court certified the following Class: All persons or entities who purchased the *Taq* Products listed on Exhibit A directly from Defendants during the period of September 23, 2000 to the present. Defendants, their officers, directors, management, employees, subsidiaries, or affiliates, and the federal government are excluded from the Class.

The Court also designated Plaintiff Molecular Diagnostics Laboratories to serve as representative of the Class, and designated Cohen, Milstein, Hausfeld & Toll, P.L.L.C. and Boies, Schiller & Flexner LLP to serve as counsel for the Class (“Class Plaintiffs’ Co-Lead Counsel”).

C. Settlement Negotiations

Class Plaintiffs’ Co-Lead Counsel and Counsel for the Defendants have engaged in extensive, arm’s length negotiations for many months, while continuing to litigate the case, and have recently agreed on terms of a proposed settlement of the litigation.

II. THE PROPOSED SETTLEMENT

The following description of the Settlement Agreement is only a summary. The Settlement Agreement and its exhibits are posted on the website maintained by the Claims Administrator at <http://www.completeclaimssolutions.com/taq>.

A. The Settlement Amount

Pursuant to the Escrow Agreement, Defendants paid \$33,000,000.00 (Thirty-Three Million Dollars) into an interest-bearing Escrow Account on October 16, 2008. These funds, and any interest earned thereon, are referred to in this Notice as the “Settlement Fund.”

B. Investigation Leading to the Settlement

Before and following the filing of the Class Action, Class Counsel conducted extensive investigation and formal discovery of the facts relating to the claims alleged in the Class Action and retained and consulted with economists and other experts. Based upon their extensive investigation, their consultation with experts retained by them, and their evaluation of the Class’s claims and the defenses Defendants have raised in the litigation, Class Plaintiffs’ Co-Lead Counsel have concluded that the settlement is fair, reasonable, adequate, and in the best interests of the Class.

C. Release of Claims against Defendants

The proposed settlement would resolve all claims of the Class against the Defendants. This means that, if the Court approves the Settlement Agreement after the Settlement Hearing, each Class Member shall (on its own behalf and on behalf of its direct and indirect parents, subsidiaries and affiliates, the present and former officers, directors, employees, agents, shareholders (in their capacity as shareholders) and legal representatives of each of the foregoing, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing) (collectively, the “Releasing Parties”) completely release and forever discharge Defendants, their direct and indirect parents, subsidiaries and affiliates, the present and former officers, directors, employees, managers, agents, shareholders (in their capacity as

shareholders) and legal representatives of each of the foregoing, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing (with respect to any conduct of any of the above entities) (collectively, the “Released Parties”) from all manner of claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, damages whenever incurred, and liabilities of any nature whatsoever, including without limitation costs, expenses, penalties and attorneys’ fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, that the Releasing Parties, whether directly, representatively, derivatively or in any other capacity, ever had, now has or hereafter can, shall or may have, relating in any way to any conduct, prior to the Execution Date of the Settlement Agreement, that concerns (i) the purchase of *Taq* Products listed on Exhibit A to the Settlement Agreement from Defendants or (ii) relates to any conduct alleged in the Class Action including, without limitation any such claims that have been asserted or could have been asserted in the Class Action against the Released Parties or any of them, except as reserved below.

In addition, each Class Member shall waive and release with respect to the Released Claims, any and all provisions, rights and benefits conferred by (a) § 1542 of the California Civil Code, which reads:

“Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor,” and (b) any similar state, federal, or other law, rule or regulation, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Class Member may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims, but each Class Member as a Releasing Party shall expressly agree that, upon the approval of the Settlement Agreement by the Court after the Settlement Hearing, it shall have waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of the Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other or different facts.

The release and dismissal of the claims of the Class will have no effect upon any claims Class Members may have against persons or entities other than the Released Parties. In addition, the release shall not release any claims arising in the ordinary course of business between Class Members and the Released Parties concerning product liability, breach of contract, breach of warranty, or personal injury.

D. Attorneys’ Fees and Expenses

The Settlement Agreement provides that attorneys’ fees and expenses may be paid out of the Settlement Fund after Court approval. Class Plaintiffs’ Co-Lead Counsel will request attorneys’ fees and reimbursement of litigation costs and expenses on behalf of all counsel for the named Plaintiff in the Class Action. On or before December 1, 2008, Class Plaintiffs’ Co-Lead Counsel will apply to the Court for an award, from the Settlement Fund, of attorneys’ fees up to one-third of the Settlement Fund, as well as reimbursement of up to \$3,250,000.00 in litigation and settlement expenses incurred while prosecuting this Class Action on behalf of the Class. In addition, because the named Plaintiff spent a significant amount of its own time and expense litigating this case for the benefit of absent members of the Class, Class Plaintiffs’ Co-Lead Counsel will seek an incentive award for the named Plaintiff’s services to the Class in an amount not to exceed \$40,000.00, which will be paid from the Settlement Fund, subject to Court approval.

All costs, fees, and expenses, as well as any incentive award to the named Plaintiff, will be paid solely out of the Settlement Fund. The fee and expense application will be available for inspection during normal business hours at the Office of the Clerk of the United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, D.C. 20001. It will also be available on the website maintained by the Claims Administrator at <http://www.completeclaimssolutions.com/taq>.

E. Filing and Processing of Claim Forms

If you are a Class Member and the settlement becomes effective in accordance with the terms of the Settlement Agreement, you will be entitled to share in the Settlement Fund. To receive a distribution from the Settlement Fund, you must complete and sign the enclosed Proof of Claim and Release (“Claim Form”). It must be sent to the Claims Administrator via first-class mail, postmarked on or before February 27, 2009, at the following address:

Taq Antitrust Litigation
c/o Complete Claim Solutions, LLC
P.O. Box 24652
West Palm Beach, FL 33416

If you remain a member of the Class but fail to submit a timely and properly completed Claim Form, your claim may be rejected and you may be precluded from any recovery, although you will still be bound by the judgment entered by the Court.

Any and all transferees or assignees of, or successors to, the claims or rights of any Class Member will be entitled to submit a Claim Form to share in the Settlement Fund and will be bound by the terms of the Settlement Agreement, if approved by the Court, and shall be required to exercise their rights under the Settlement Agreement in the same manner as the Class Members.

To the extent you have previously entered into an agreement with any Released Party that settles or compromises claims based on purchases of *Taq* Products listed on Exhibit A during the period identified above, you may not claim or recover under the Settlement Agreement with respect to any purchases of *Taq* Products listed on Exhibit A covered by the previous settlement.

F. Plan of Distribution of the Settlement Fund

Class Members are entitled to share in the Settlement Fund. Each member's share of the Settlement Fund will be allocated based on a Court-approved Plan of Distribution. The Plan of Distribution will be presented to the Court for approval at the Settlement Hearing and will provide for the distribution of the Settlement Fund among Class Members that timely submit properly completed Claim Forms (as discussed above).

As reflected on the attached Exhibit A, for purposes of allocating the Settlement Fund, the *Taq* Products at issue in this case have been grouped into three broad categories, referred to as Product Groups A, B, and C. It is anticipated that the Plan of Distribution will allocate the Settlement Fund on a *pro rata* basis, according to the amount paid for *Taq* Products listed on Exhibit A by each individual claimant in proportion to the amount paid by all claimants during the period from September 23, 2000 to August 31, 2008 (the "Claim Period"), and whose Claims are allowed by the Court ("Authorized Claimants"), while taking into account differences in the alleged overcharge amounts among the three different product categories as estimated by Class Plaintiffs' damages expert.

Only purchases made directly from Defendants will be considered in determining each Authorized Claimant's allocation of the Settlement Fund. Because the alleged overcharge was only a portion of the price paid for any *Taq* product, each Authorized Claimant's share of the Settlement Fund will be less than the total amount it paid for its purchases of *Taq* products.

The distribution will take place after the following: (1) final approval of the settlement by the Court and the expiration of any period for further review or appeal of the Court's order of approval or the resolution of any such review or appeal; (2) submission of the Claim Forms by Class Members pursuant to the deadline set forth in this Notice and their receipt by the Claims Administrator; (3) review of the Claim Forms by the Claims Administrator and the determination of the amounts recommended to be paid to Claimants; and (4) approval by the Court of the Claims Administrator's recommendations as to the amounts to be paid to Authorized Claimants.

Please note that submission of a Claim Form does not necessarily assure the right to payment from the Settlement Fund. The Court may deny, in whole or in part, any claim if it determines that the Claimant is excluded from the definition of the Class or if there are legal or equitable grounds for rejecting such claim.

III. SETTLEMENT HEARING

A. Date and Time

At the Settlement Hearing, the Court will consider whether the Settlement Agreement should be approved as fair, adequate, and reasonable to the Class and whether the claims of the Class should be dismissed with prejudice as to the Defendants as provided in the Settlement Agreement.

The Settlement Hearing is presently set for December 15, 2008 at 3:00 p.m. The time and date of the hearing may be continued from time to time. Notice of any such continuance shall be posted at the United States Courthouse or on the Court's website, <http://www.dcd.uscourts.gov>.

B. Appearing at Settlement Hearing

Any Class Member is entitled to appear and be heard at the Settlement Hearing, in person or through duly authorized attorneys, and to show cause why the settlement should not be approved as fair, reasonable, and adequate, *provided, however*, that no such person shall be heard in opposition to any of the foregoing, and no paper or brief submitted by such person shall be received or considered by the Court unless, on or before December 1, 2008, such person files a notice of intention to appear, and a statement of the position to be asserted, and the grounds therefor, together with copies of any supporting papers or brief with the Clerk, Office of the Clerk of the United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, D.C. 20001, with proof of service upon the counsel identified below:

Michael D. Hausfeld, Esq.
Brian A. Ratner, Esq.
Cohen, Milstein, Hausfeld & Toll, P.L.L.C.
1100 New York Avenue, N.W.
West Tower, Suite 500
Washington, D.C. 20005

Asim Varma, Esq.
Arnold & Porter LLP
555 Twelfth Street, N.W.
Washington, D.C. 20004

William A. Isaacson, Esq.
Scott E. Gant, Esq.
Boies, Schiller & Flexner LLP
5301 Wisconsin Avenue, N.W.
Suite 800
Washington, D.C. 20015

David J. Lender, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

No Class Member shall be entitled to contest the terms and conditions of the Settlement Agreement unless the procedures set forth above are complied with, and persons who fail to object as provided herein shall be deemed to have waived and shall be foreclosed forever from raising any such objections or appealing from any orders or judgments entered with respect to the Settlement Agreement.

THE ABOVE INFORMATION IS ONLY A SUMMARY OF THE SETTLEMENT AGREEMENT.

For more detailed information concerning the matters involved in the litigation, you are welcome to review the pleadings filed in the Class Action, the Settlement Agreement, the Orders entered by the Court and the other papers filed, which may be inspected at the Office of the Clerk of the United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, D.C. 20001 during regular business hours. In addition, the Settlement Agreement is posted on a website maintained by the Claims Administrator at <http://www.completeclaimssolutions.com/taq>.

ALL INQUIRIES CONCERNING THIS NOTICE AND SETTLEMENT AGREEMENT SHOULD BE MADE BY CALLING THE CLAIMS ADMINISTRATOR'S TAQ HOTLINE AT 1-877-884-5903, VISITING [HTTP://WWW.COMPLETECLAIMSSOLUTIONS.COM/TAQ](http://www.completeclaimssolutions.com/taq), OR WRITING ONE OF CLASS PLAINTIFFS' CO-LEAD COUNSEL AT THE ADDRESSES SET FORTH BELOW:

Michael D. Hausfeld, Esq.
Brian A. Ratner, Esq.
Cohen, Milstein, Hausfeld & Toll, P.L.L.C.
1100 New York Avenue, N.W.
West Tower, Suite 500
Washington, D.C. 20005

OR

William A. Isaacson, Esq.
Scott E. Gant, Esq.
Boies, Schiller & Flexner LLP
5301 Wisconsin Avenue, N.W.
Suite 800
Washington, D.C. 20015

INQUIRIES SHOULD NOT BE MADE BY TELEPHONE AND SHOULD NOT BE DIRECTED TO THE COURT.

DATED: October 10, 2008

*BY ORDER OF THE COURT:
HENRY H. KENNEDY, JR.
UNITED STATES DISTRICT JUDGE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA*

If you change your address, or if this Notice was not mailed to your correct address, you should immediately provide your correct address to the Claims Administrator's *Taq* Hotline at 1-877-884-5903 or to *Taq Antitrust Litigation*, c/o Complete Claim Solutions, LLC, P.O. Box 24652, West Palm Beach, Florida 33416. If the Claims Administrator does not have your correct address, you may not receive notice of important developments in this litigation.

EXHIBIT A
Applera Class Certification Taq Products

Product Number	Product Description	Product Group
N8080152	12PAQ AmpliTaq & Buffer I	A
N8080153	12PAQ AmpliTaq & Buffer II	A
N8081012	12PAQ AmpliTaq,(12x250U) - Frozen	A
N8080145	5ml AmpliTaq	A
N8080195	5m1, AmpliTaq & Buffer 1,150m1	A
N8080196	5m1, AmpliTaq & Buffer II, 150m1	A
N8080106	6PAQ AmpliTaq	A
N8080166	6PAQ ArhpiiTaq & Buffer 1	A
N8080167	6PAQ AmpliTaq & Buffer II	A
N8080171	AmpliTaq 1000U & Buffer I	A
N8080172	AmpliTaq 1000U & Buffer H	A
N8000160	AmpliTaq 250U & Buffer I	A
N8080161	AmpliTaq 250U & Buffer II	A
N8080155	AmpliTaq 5000U & Buffer I	A
N8080156	AmpliTaq 5000U. & Buffer 11	A
N8080173	AmpliTaq AS & Buffer I	A
N8080174	AmpliTaq AS & Buffer II	A
N8080101	AmpliTaq DNA Polymerase	A
N8080159	AmpliTaq DNA Polymerase 300U1u1	A
N8080070	AmpliTaq DNA Polymerase AS	A
N8080038	AmpliTaq DNA Polymerase, Stoffel Fragment	A
N8080215	AmpliTaq DNA Polymerase,300U1u1	A
N8080157	AmpliTaq LD & Buffer I	A
N8080158	AmpliTaq LI) & Buffer II	A
N8010060	AmpliTaq, 250U Vial - Frozen	A
N8080105	AmpliTaq, 5000U (5x1 000U) -Frozen	A
N8080107	AmpliTaq, LD (250U) -- Frozen	A
N8080005	AmpliTaq, Seq, 1000U, Frozen	A
N8080001	AmpliTaq, Seq, 250U, Frozen	A
N8080168	Native Taq & Buffer 1	A
N8080169	Native Taq & Buffer II	A
N8080138	Stoffel Fragment 6PAQ	A
FB600010	Taq DNA Polymerase 1x100U with Buffer A	A
FB600045	Taq DNA Polymerase 1x100U with Buffer B	A
FB600035	Taq DNA Polymerase 1x2500U with Buffer A	A
FB600070	Taq DNA Polymerase 1x2500U with Buffer B	A
FB600025	Taq DNA Polymerase 1x500U with Buffer A	A
FB600060	Taq DNA Polymerase 1x500U with Buffer B	A
FB600020	Taq DNA Polymerase 25x100U with Buffer A	A
FB600055	Taq DNA Polymerase 25x100U with Buffer B	A
FB600015	Taq DNA Polymerase 5x100U with Buffer A	A
FB600050	Taq DNA Polymerase 5x100U with Buffer B	A
FB600040	Taq DNA Polymerase 5x2500U with Buffer A	A
FB600075	Taq DNA Polymerase 5x2500U with Buffer B	A
FB600030	Taq DNA Polymerase 5x500U with Buffer A	A
FB600065	Taq DNA Polymerase 5x500U with Buffer B	A
N8080185	TF, AmpliTaq 25000 & Buffer I	A
N8080186	TF, AmpliTaq 25000 & Buffer II	A
4303446	12PAQ Gold & 12PAQ dNTP Blend,10mn7	B
N8080244	12PAQ Taq Gold 12x250U Buffer I	B
N8080245	12PAQ Taq Gold 12x250U Buffer II	B
N8080258	5PAQ Taq Gold 5x5x1000U Buffer I	B

Applera Class Certification Taq Products

Product Number	Product Description	Product Group
N8080259	5PAQ Taq Gold 5x5x1000U Buffer II	B
4303445	6PAQ Gold & 6PAQ dNTP Blend,10mm	B
N8080242	6PAQ Taq Gold 6x250U Buffer I	B
N8080243	6PAQ Taq Gold 6x250U Buffer II	B
4303444	AmpliTaq Gold & dNTP Blend, 10mm	B
N8080246	AmpliTaq Gold 1000U Buffer I	B
N8080247	AmpliTaq Gold 1000U Buffer II	B
N8080240	AmpliTaq Gold 250U Buffer I	B
N8080241	AmpliTaq Gold 250U Buffer 11	B
N8080248	AmpliTaq Gold 5x1000U Buffer I	B
N8080249	AmpliTaq Gold 5x1000U Buffer II	B
4338856	AmpliTaq Gold DNA Polymerase, LD, Gold Buffer and MgCl ₂ , 250U	B
4338857	AmpliTaq Gold® DNA Polymerase, LD, Gold Buffer and MgCl ₂ ,1000U	B
N8080255	Bulk Taq Gold 25000U Buffer I	B
N8080256	Bulk Taq Gold 25000U Buffer II	B
N8080250	Bulk Taq Gold 25000U, 5ml	B
4311816	FG, AmpliTaq Gold 1000U, Gold Buffer & MgCl ₂	B
4311820	FG, AmpliTaq Gold 12x250U, Gold Buffer & MgCl ₂	B
4311806	FG, AmpliTaq Gold 250U, Gold Buffer & MgCl ₂	B
4311818	FG, AmpliTaq Gold 5x10000, Gold Buffer & MgCl ₂	B
4311814	FG, AmpliTaq Gold 6x250U, Gold Buffer & MgCl ₂	B
4311858	TF, AmpliTaq Gold 25000U, MgCl ₂ & Gold Buffer	B
4305480	TF, Taq Gold 12x250U with Plates (PRBU)	B
4305478	TF, Taq Gold 250U with Tube & Cap (PRBU)	B
4317742	TF, Taq Gold 5x5x1000U, Gold Buffer & MgCl ₂	B
4305479	TF, Taq Gold 6x250U with Tube & Cap (PRBU)	B

Roche Class Certification Taq Products

Product Number (a)	Product Description	Product Group
3734927001	1000 U Taq DNA Polymerase, GMP Grade	A
3734935001	5000 U Taq DNA Polymerase, GMP Grade	A
20759929018	AmpliTaq 25ml Lab Use	A
20759562018	AmpliTaq DNA Polymerase 250U	A
3531180190	AmpliTaq DNA Polymerase 25m	A
87619	Taq 25m1 Lab Use	A
11147633103	Taq DNA Polymerase	A
1418432 or 11418432001	Taq DNA Polymerase 1000U	A
1146165 or 11146165001	Taq DNA Polymerase 100U	A
11651595103	Taq DNA Polymerase 1U1ul	A
1647679 or 11647679001	Taq DNA Polymerase 1 Ului	A
1647687 or 11647687001	Taq DNA Polymerase I Ulul	A
1435094 or 11435094001	Taq DNA Polymerase 20x2500	A
1596594 or 11596594001	Taq DNA Polymerase 2500U	A
11815105001	Taq DNA Polymerase 250U	A
1146173 or 11146173001	Taq DNA Polymerase 500U	A
3161455103	Taq DNA Polymerase, GMP Grade	A
87595 or 20759562600	Taq Polymerase 250U	A
4552164190	100ml AmpliTaq Gold	B
4519850001	5ml AmpliTaq Gold	B
3501221190	AmpliTaq Gold 5ml Koolpak	B
12158264001	FastStart 50U	B
12161508103	FastStart Taq DNA Polymerase	B
12032937001	FastStart Taq DNA Polymerase 1000U	B
12032902001	FastStart Taq DNA Polymerase 100U	B
12032945001	FastStart Taq DNA Polymerase 2500U	B
12032953001	FastStart Taq DNA Polymerase 5000U	B
12032929001	FastStart Taq DNA Polymerase 500U	B
1811002 or 11811002001	Expand 20kb Plus PCR System	C
1759078 or 11759078001	Expand High Fidelity 250U	C
11733818103	Expand High Fidelity Enzyme	C
3266559103	Expand High Fidelity PCR (TgolTaq) Ind.	C
1732641 or 11732641001	Expand High Fidelity PCR System	C
1732650 or 11732650001	Expand High Fidelity PCR System	C
3300242001	Expand High Fidelity Plus PCR System 125U	C
3300234001	Expand High Fidelity Plus PCR System 2500U	C
3300226001	Expand High Fidelity Plus PCR System 500U	C
3321053103	Expand Long Template Enzyme	C
1681834 or 11681834001	Expand Long Template PCR System	C
1681842 or 11681842001	Expand Long Template PCR System	C
1759060 or 11759060001	Expand Long Template PCR System	C
3553426001	FastStart High Fidelity 125U	C
3553361001	FastStart High Fidelity 2500U	C
3553400001	FastStart High Fidelity 500U	C
12035332103	Tgo/Taq Enzyme Mix	C

(a) The product numbers of certain Roche Class Products were updated subsequent to notifying Class Members of class certification. These Roche Class Products have two product numbers in the "Product Number" column. In completing the Proof of Claim Form, if you elect to permit the Claims Administrator to calculate the distribution amount based upon purchase data contained in the database of Defendants' customers as described in Part 2(A), sales of Roche Class Products for all Product Numbers will be included in the calculation. Purchases of these Roche Class Products for all Product Numbers are also eligible to be included in your "Schedule of Qualifying Direct Purchases During the Claim Period" in Part (C) of the Proof of Claim Form.