IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: GENERIC PHARMACEUTICALS PRICING ANTITRUST LITIGATION	MDL No. 2724 Case No. 2:16-MD-2724
THIS DOCUMENT RELATES TO: *Direct Purchaser Plaintiffs' Actions*	HON. CYNTHIA M. RUFE

NOTICE OF FILING REVISED EXHIBITS PURSUANT TO THIS COURT'S OCTOBER 15, 2024 ORDER [MDL DOC. NO. 3134]

Pursuant to this Court's October 15, 2024 Order directing Direct Purchaser Plaintiffs ("DPPs") to file certain revised exhibits on the docket forthwith [MDL Doc. No. 3134], DPPs provide notice of filing the following Exhibits A, B, and C attached hereto:

1. Exhibit A is identical to the Declaration of Dianne M. Nast that DPPs filed on January 23, 2024 as Exhibit 1 to DPPs' Apotex preliminary approval motion [MDL Doc. No. 2781-3], except that Exhibit A contains more limited redactions than the version filed on January 23, 2024.
2. Exhibit B is identical to the Declaration of Dianne M. Nast that DPPs filed as Exhibit 1 to DPPs' Breckenridge preliminary approval motion on January 23, 2024 [MDL Doc. No. 2782-3], except that Exhibit B contains more limited redactions than the version filed on January 23, 2024.
3. Exhibit C is identical to the Declaration of Dianne M. Nast that DPPs filed as Exhibit 1 to DPPs' Heritage preliminary approval motion on January 23, 2024 [MDL Doc. No. 2783-3], except that Exhibit C contains more limited redactions than the version filed on January 23, 2024.

Accordingly, DPPs provide notice to the Court and the Parties of the filing of the attached Exhibits. A copy of this Notice will be promptly posted on DPPs' settlement website.

Dated: October 17, 2024

Respectfully submitted,

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Direct Purchaser Plaintiffs' Steering Committee

EXHIBIT A

Revised Version of MDL Doc. No. 2781-3

EXHIBIT 1

PUBLIC VERSION - FILED WITH REDACTIONS

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: GENERIC PHARMACEUTICALS PRICING ANTITRUST LITIGATION	MDL No. 2724 Case No. 2:16-MD-2724
THIS DOCUMENT RELATES TO: *Direct Purchaser Plaintiffs' Actions*	HON. CYNTHIA M. RUFE

DECLARATION OF DIANNE M. NAST IN SUPPORT OF DIRECT PURCHASER PLAINTIFFS' MOTION FOR AN ORDER WITH RESPECT TO THE APOTEX SETTLEMENT: (1) CERTIFYING A SETTLEMENT CLASS; (2) GRANTING PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT; (3) APPOINTING SETTLEMENT CLASS COUNSEL; (4) APPOINTING A CLAIMS ADMINISTRATOR AND ESCROW AGENT; (5) APPROVING THE FORM AND MANNER OF NOTICE TO THE SETTLEMENT CLASS; (6) PRELIMINARILY APPROVING THE PLAN OF ALLOCATION; AND (7) SCHEDULING A FAIRNESS HEARING

Pursuant to 28 U.S.C. § 1746, I, Dianne M. Nast, hereby declare and state as follows:

1. I am admitted to practice before Courts in the Commonwealth of Pennsylvania and the State of New Jersey, the Eastern District of Pennsylvania where this Multidistrict Litigation ("MDL") is pending, and *pro hac vice* to numerous state and federal courts of the past several decades. I am the founder and managing partner of NastLaw LLC. I have been appointed by this Court as a Lead and Liaison Counsel to the Direct Purchaser Plaintiffs.

2. Attached as Exhibit A is a true and correct copy of the proposed Settlement Agreement (the "Apotex Settlement" or "Settlement Agreement") between Direct Purchaser Plaintiffs César Castillo, LLC, FWK Holdings, LLC, Rochester Drug Cooperative, and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc. ("DPPs" or "Settling Plaintiffs") and Defendant Apotex Corp. ("Apotex").

3. I provide this declaration in support of DPPs' Memorandum of Law in Support of DPPs' Motion for Preliminary Approval of its Settlement with Apotex ("Settling Defendant," and together with DPPs, "Settling Parties").

BACKGROUND

4. In mid-2016, DPPs filed their first complaint alleging that generic drug manufacturers artificially inflated the prices of generic drugs through unlawful agreements in violation of the Sherman Act. *See KPH Healthcare, Inc. v. Lannett Company, Inc., et al.,* 2:16-cv-02432-CMR, ECF No. 1 (E.D. Pa. May 18, 2016). Shortly thereafter, DPPs brought their initial claims against Apotex Corp. *See, e.g.*, *Rochester Drug Co-Operative, Inc. v. Actavis Holdco U.S., Inc., et al.* 2:16-cv-06661-CMR, ECF No. 1 (E.D. Pa. Dec. 27, 2016).

5. On August 5, 2016, pursuant to 28 U.S.C. § 1407, the Judicial Panel on Multidistrict Litigation ("JPML") centralized DPPs' then pending actions with other, factually similar actions to create the *In re: Generic Pharmaceuticals Pricing Antitrust Litigation* MDL before Judge Cynthia M. Rufe in the Eastern District of Pennsylvania.

6. After the creation of the MDL, I and my firm began serving as Lead and Liaison Counsel for DPPs. *See* Pretrial Order No. ("PTO") 2 & PTO No. 6. The Court also appointed me and other counsel to the DPP Plaintiffs' Steering Committee ("PSC"), a position I still hold along with my court appointed colleagues: Robert N. Kaplan of Kaplan Fox & Kilsheimer LLP, Linda P. Nussbaum of Nussbaum Law Group, Michael L. Roberts of Roberts Law Firm, Thomas M. Sobol of Hagens Berman Sobol Shapiro LLP, and David F. Sorensen of Berger Montague PC.

7. Since the creation of this MDL, DPPs have subsequently filed more than a dozen separate class actions, which together allege that Defendants conspired in generic markets, thereby having the impact of raising prices of over a hundred generic drugs.

8. Prior to filing each complaint, counsel for DPPs commenced and pursued extensive investigations of the generic drug market, including reviewing public data and statements and working with experts to analyze the market and potential alleged overcharges. In addition, DPPs have thoroughly researched our legal claims.

9. Many of DPPs' claims—including claims against Settling Defendant—have survived motions to dismiss. *See In re Generic Pharms. Pricing Antitrust Litig.*, 338 F. Supp. 3d 404, 458 (E.D. Pa. 2018); *In re Generic Pharms. Pricing Antitrust Litig.*, 394 F. Supp. 3d, 509, 533 (E.D. Pa. 2019).

10. DPPs have also participated in other, significant motion practice, including the briefing to set Bellwether proceedings for this MDL, opposition to the Department of Justice's Limited Stay, and Defendants' appeal of a discovery ruling that was briefed before the Supreme Court of the United States.

11. DPPs have participated in considerable discovery and related negotiations, serving multiple requests for production and sets of interrogatories and participating in dozens of meet and confers on such discovery. DPPs have participated in numerous conferences with the Court and Special Masters to address various case management and discovery issues. DPPs themselves have responded to, and continue to respond to, significant discovery requests propounded by Defendants.

12. DPPs have at all times and will continue to vigorously litigate this case.

SETTLEMENT NEGOTIATIONS

13. On behalf of the DPPs, my firm, along with co-counsel on the PSC, engaged in numerous rounds of settlement negotiations with counsel for the Settling Defendant.

14. The Settling Parties first began discussing the possibility of settlement in the summer of 2023. Numerous good-faith meetings took place during the second half of 2023, during which time the Settling Parties began negotiating the specific terms of the Settlement Agreement.

15. After many months of negotiations between the parties to reach a final agreement, including extensive negotiations over the scope of Settling Defendant's cooperation and other terms of the settlement, the Settling Parties finalized and signed the Settlement Agreement between them on December 22, 2023. The executed Settlement Agreement is attached hereto as Exhibit A.

THE SETTLEMENT AND ITS FAIRNESS

16. This is a settlement for the putative DPP class, which contains an estimated 700+ members who directly purchased one or more of certain generic drugs – as defined by Exhibit B to the Settlement – from the Settling Defendant and/or the non-Settling Defendants or Former Defendants – as defined by Exhibit C to the Settlement. This Settlement reflects an analysis of not only the damages allegedly inflicted on the putative DPP class by the Settling Defendant, but also the value of Settling Defendant's significant cooperation to aid in the continued prosecution of this case against non-Settling Defendants who remain jointly and severally liable for the damages alleged to have been suffered by the proposed DPP class.

17. The settlement negotiations between Settling Parties were, at all times, conducted at arm's length and in good faith. Throughout this process, the Settling Defendant has been represented by experienced, sophisticated antitrust counsel. Counsel for the DPPs have decades of experience litigating antitrust class actions and are capable of fairly, reasonably, and adequately evaluating the early resolution of antitrust litigation. Counsel for all parties also have

substantial experience litigating other pharmaceutical antitrust cases throughout the country, as well as decades of experience in the Eastern District of Pennsylvania.

18. During the initial investigation, litigation, and in relation to this settlement, DPPs researched, analyzed, and evaluated many contested legal and factual issues. In doing so, DPPs recognized the facts and benefits, risks and consequences of continued litigation in comparison to the proposed Settlement. The DPPs thoroughly evaluated the relative strengths and weaknesses of their litigation position during the negotiation of this settlement.

19. There was no collusion or preference among counsel for the Settling Parties at any time during these negotiations. To the contrary, the negotiations were contentious, hard-fought, and fully informed. DPPs sought and obtained a significant monetary benefit for the proposed class from the Settling Defendant and significant cooperation to aid in DPPs' continued prosecution of this action against the remaining non-settling Defendants. For the avoidance of any doubt, there was no discussion or agreement of any kind regarding the amount of attorneys' fees, costs, or service awards that DPPs' counsel or DPPs may seek from the Court relating to this settlement.

20. Under the terms of the proposed settlement agreement, Settling Defendant commits to depositing up to $30,000,000 into a Settlement Fund within 20 business days following the entry of an Order granting Preliminary Approval, with the final total amount potentially decreasing to $26,400,000 depending on the aggregate dollar amount of purchases by any purchaser who may opt-out of the Settlement pursuant to Paragraph 9 of the Settlement Agreement. However, the Settlement Fund may increase by an additional $7,058,823.50 depending on the Most Favored Nation clause in Paragraph 11 of the Settlement Agreement. Additionally, the Settlement Agreement provides significant cooperation, which includes

attorney proffers and summaries, access to witnesses, responses to data inquiries, and authentication and admission of documents.

21. I have personally prosecuted numerous antitrust class actions as lead counsel, co-lead counsel or in other leadership positions, and I have negotiated many settlements during those years. In my opinion, the current proposed Settlement Agreement with Apotex is fair, reasonable, and adequate and in the best interests of the DPP Class. This Settlement provides substantial benefits to the DPP Class and avoids the significant delays and uncertainties of continuing protracted and contentious litigation with the Settling Defendant.

I declare under penalty of perjury that the above is true and correct to the best of my knowledge.

Dated: January 23, 2024

Respectfully submitted,

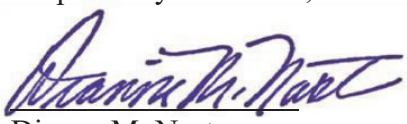

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EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: GENERIC PHARMACEUTICALS PRICING ANTITRUST LITIGATION	MDL NO. 2724 16-MD-2724
THIS DOCUMENT RELATES TO: *ALL ACTIONS*	HON. CYNTHIA M. RUFE

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into on December 22, 2023 by and between plaintiffs César Castillo, LLC, FWK Holdings, LLC, Rochester Drug Cooperative, Inc. and KPH Healthcare Services, Inc. ("Settling Direct Purchaser Plaintiffs" or "Settling Plaintiffs"), individually and on behalf of the Settlement Class as defined in Paragraph 1 below ("Settlement Class"), by and through Dianne M. Nast, NastLaw LLC, in her capacity as Lead and Liaison Counsel ("Lead Counsel") for Direct Purchaser Plaintiffs in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (Rufe, J.) (the "Action"), and defendant Apotex Corp. ("Settling Defendant") (collectively with Settling Plaintiffs, the "Settling Parties"), by and through its counsel Steven F. Cherry, WilmerHale, and James Matthews, Foley & Lardner. This Settlement Agreement is intended to, and upon occurrence of the Effective Date will fully, finally, and forever resolve, compromise, discharge, and settle the claims of the Settlement Class in the Action as to Releasees (as defined in Paragraph 12), subject to the terms and conditions set forth herein. The Settlement Agreement resolves claims against Releasees only, and does not resolve, compromise, discharge, or settle any of the claims of the Settling Plaintiffs or the Settlement Class against any other defendant in the Action.

RECITATIONS

WHEREAS, Settling Plaintiffs allege for themselves and on behalf of a class of direct purchasers of generic pharmaceutical products from Settling Defendant and other generic pharmaceutical product manufacturers, that Settling Defendant and others engaged in a scheme or schemes to fix, maintain, and stabilize prices, rig bids, and engage in market and customer allocations of certain generic drugs, imposing overcharges on Settling Direct Purchaser Plaintiffs, in violation of the federal antitrust laws;

WHEREAS, Settling Defendant has not conceded or admitted any liability in the Action, and has asserted a number of defenses to the claims of Settling Direct Purchaser Plaintiffs and the Settlement Class;

WHEREAS, in consideration for its entry into the Settlement Agreement, Settling Defendant has committed to provide Lead Counsel, along with additional counsel for Settling Direct Purchaser Plaintiffs and the Settlement Class ("Settlement Class Counsel"), with substantial cooperation in their continued prosecution of the Action against other defendants;

WHEREAS, after substantial discovery of the facts, including the claims asserted in Settling Plaintiffs' complaints in the Action, and the legal and factual defenses thereto asserted by Settling Defendant, and in light of ongoing litigation against and joint and several liability of other defendants in the Action and Settling Defendant's commitment to provide substantial assistance in Settling Direct Purchaser Plaintiffs' ongoing prosecution of the Action, Settling Direct Purchaser Plaintiffs, in consultation with Lead Counsel and Settlement Class Counsel, believe that it would be in the best interests of Settling Direct Purchaser Plaintiffs and the Settlement Class to enter into this Settlement Agreement with Settling Defendant to eliminate the need for Settling Direct Purchaser Plaintiffs to devote resources to the prosecution of their claims against Settling Defendant, further the prosecution of claims against other defendants in the

Action aided by the substantial assistance of Settling Defendant, and assure a benefit to the Settlement Class;

WHEREAS, Settling Plaintiffs and Settling Defendant agree that this Settlement Agreement and the settlement it embodies (the "Settlement") and any actions taken in furtherance of either the Settlement Agreement or the Settlement shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, or regulation, or of any liability or wrongdoing by Settling Defendant or of the truth of Settling Plaintiffs' claims or allegations for purposes other than the Settlement;

WHEREAS, Lead Counsel and Settlement Class Counsel, on behalf of Settling Plaintiffs and the Settlement Class, and counsel for Settling Defendant, all of whom are highly experienced in pharmaceutical antitrust litigation and settlement, engaged in arm's-length settlement negotiations and have reached this Settlement Agreement, subject to Court approval;

WHEREAS, Settlement Class Counsel recognize the benefit of Settling Defendant's cooperation and recognize that, because of joint and several liability, the Settlement Agreement with Settling Defendant does not impair Settling Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled to from any other defendants in the Action;

WHEREAS, Settling Defendant has agreed to cooperate with Settling Plaintiffs as set forth in **Exhibit A** to this Agreement and therefore will reduce Settling Plaintiffs' burden and expense associated with prosecuting the Action;

WHEREAS, Settlement Class Counsel have concluded that the Settlement is fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23 and is in the best interests of the Settlement Class;

WHEREAS, Settling Defendant has concluded, despite its belief that it is not liable for claims asserted and that it has good defenses thereto, that it would be in its best interests to enter into this Settlement Agreement solely to avoid additional costs of further litigation and to resolve all claims asserted on behalf of the Settlement Class in the Action;

WHEREAS, the Settlement resolves claims against Releasees only, and does not resolve, compromise, discharge, or settle any of the claims of Settling Plaintiffs or the Settlement Class against any other defendant in the Action.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, and covenants contained herein, and intending to be legally bound hereby, it is agreed by the undersigned, on behalf of Settling Plaintiffs and the Settlement Class, and Settling Defendant, that the Action and all claims of the Settling Plaintiffs and the Settlement Class be settled, compromised, and dismissed with prejudice as to Releasees, with each party bearing its own costs (other than as provided for in this Settlement Agreement), subject to the approval of the Court, on the following terms and conditions:

1. **Direct Purchaser Settlement Class.** The Plaintiffs have proposed a definition, subject to Court approval of the following Settlement Class:

> All persons or entities, and their successors and assigns, that directly purchased one or more of the Named Generic Drugs from one or more Current or Former Defendants in the United States and its territories and possessions, at any time during the period from May 1, 2009 until December 31, 2019.
>
> Excluded from the Settlement Class are Current and Former Defendants and their present and former officers, directors, management, employees, subsidiaries, or affiliates, judicial officers and their personnel, and all governmental entities.

The Named Generic Drugs are set forth in **Exhibit B** ("Named Generic Drugs"). The Current and Former Defendants are set forth in **Exhibit C.**

2. **Appointment of Class Representatives.** Settling Plaintiffs shall move for certification of the Settlement Class and shall move for appointment of the Settling Plaintiffs as class representatives. Settling Defendant shall not object to such motion and shall not seek or support any appeal of any order certifying the Settlement Class, for purposes of the Settlement only.

3. **Reasonable Best Efforts to Effectuate this Settlement.** Settling Plaintiffs, Lead Counsel and Settlement Class Counsel, and Settling Defendant agree to recommend approval of this Settlement to the Court and to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, to carry out the terms of this Settlement Agreement, and to secure the prompt, complete, and final dismissal with prejudice of claims in the Action against Releasees. This includes Settling Defendant serving notice of this Settlement on the appropriate federal and state officials under the Class Action Fairness Act, 28 U.S.C. § 1715.

4. **Motion for Preliminary Approval of the Settlement.** The parties may disclose the fact that they have entered a settlement agreement as reasonably necessary, however, the parties agree not to disclose to any person or entity, including but not limited to any other plaintiff or defendant in the Action, the terms of this Settlement until the Settlement Agreement is submitted to the Court for preliminary approval, unless required by law or regulation or agreed to in writing by the Settling Parties. As soon as is possible and in no event later than 30 business days after the date of this Settlement Agreement, Lead Counsel and Settlement Class Counsel shall submit to the Court, and Settling Defendant shall assent to and will assist as necessary, a motion requesting preliminary approval of the Settlement, and authorizing dissemination of Notice to the Settlement Class, and seeking entry of an Order Preliminarily Approving Class

Settlement. Settling Defendant shall have the opportunity to review and approve the preliminary approval motion and exhibits before the motion is filed. The motion shall:

a. Request preliminary approval of the Settlement set forth in this Settlement Agreement as fair, reasonable, and adequate, and in the best interests of the Settlement Class, pursuant to Fed. R. Civ. P. Rule 23;

b. Request a stay of all proceedings in the Action on behalf of Settling Direct Purchaser Plaintiffs and the Settlement Class against Settling Defendant only, except those proceedings provided for or required by this Settlement Agreement. *Provided, however,* that counsel for the Settling Plaintiffs may continue to participate in discovery including depositions relating to the Settling Defendant pursued by other plaintiffs in the Action, but Settlement Class Counsel shall not act as lead examiner in any such depositions.

c. Request approval of the notice plan, providing for direct mail notice to all members of the Settlement Class who can reasonably be determined, and a publication notice, as needed; and

d. Seek a schedule for a hearing by the Court after the notice period has expired to finally approve the Settlement and Settlement Class Counsel's application for an award of attorney fees, reimbursement of expenses, and service award to the Settling Plaintiffs.

5. **Motion for Final Approval and Entry of Final Judgment**. If the Court preliminarily approves this Settlement (the "Preliminary Approval Order"), Settling Plaintiffs and the Settlement Class shall submit, and Settling Defendant shall assent to and assist as necessary, a motion requesting final approval of this Settlement by the Court (the "Final Approval Motion"), after Notice has been disseminated to the Settlement Class pursuant to the Preliminary Approval Order. The Final Approval Motion shall seek entry of an order and final

judgment ("Final Approval Order"), which Settling Defendant shall have the opportunity to review and approve before it is submitted to the Court:

a. Finding this Settlement Agreement and its terms to be a fair, reasonable, and adequate settlement as to Settling Plaintiffs and the Settlement Class within the meaning of Fed. R. Civ. P. 23 and directing its consummation pursuant to its terms;

b. Finding that Notice given constitutes due, adequate, and sufficient notice and meets the requirements of due process and the Federal Rules of Civil Procedure;

c. Finding that all members of the Settlement Class who have not executed timely and valid or otherwise Court-approved requests for exclusion shall be bound by this Settlement Agreement, including the release provisions and covenant not to sue set forth in this Settlement Agreement;

d. Incorporating the releases set forth in Paragraphs 12 and 13, below, and forever barring the Releasors (as defined in Paragraph 12) from asserting any Released Claims (as defined in Paragraph 12) against any of the Releasees as defined below;

e. Retaining exclusive jurisdiction over the Settlement and this Settlement Agreement, including the administration and consummation of this Settlement;

f. Directing that all claims by and on behalf of the Settling Plaintiffs and the Settlement Class be dismissed with prejudice as to Releasees only and, except as provided for herein, with prejudice and without costs or attorney's fees recoverable under 15 U.S.C. § 15(a); and

g. Determining pursuant to Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the Final Approval Order in the Action as to Releasees shall be final and immediately appealable.

6. Finality of Settlement. This Settlement Agreement and the Settlement shall become final upon the occurrence of all of the following (the "Effective Date"):

a. The Settlement and this Settlement Agreement are approved by the Court as required by Fed. R. Civ. P. 23(e);

b. The Court enters an order finally approving the Settlement substantially in the form of the Settling Parties' agreed proposed Final Approval Order, entering a final judgment of dismissal with prejudice as to Releasees only against Settling Plaintiffs and the Settlement Class;

c. The time for appeal from the Court's entry of the Final Approval Order has expired or, if the Final Approval Order is appealed, it has been resolved by agreement and withdrawn by the appealing party, or it has been affirmed by the court of last resort to which an appeal of such Final Approval Order may be taken; and

d. The Settlement is not terminated pursuant to Paragraph 17, below.

7. Settlement Payment. Within 20 business days following entry of the Preliminary Approval Order of the Settlement without material change from the order submitted to the Court and receipt of wiring instructions, Settling Defendant shall pay $30,000,000 (the "Settlement Payment") to the designated account (the "Settlement Fund"). If the Settlement Payment is subject to adjustment pursuant to Paragraph 9, any reduction of the Settlement Amount will be refunded to the Settling Defendant as set forth in Paragraph 9. The Settlement Fund shall be held in escrow (the "Escrow Account"), subject to the terms and conditions of an escrow agreement and in accordance with the provisions of Paragraph 8 below, pending finality of this Settlement Agreement pursuant to Paragraph 6, above.

8. The Settlement Fund.

a. Before the Court issues the Final Approval Order, disbursements for reasonable expenses, including expenses associated with providing notice of the Settlement to the Settlement Class, expenses associated with administering the Settlement, and expenses associated with developing a plan of allocation of the Settlement Fund to those who submit valid and timely claims, and any payments and expenses incurred in connection with taxation matters relating to the Settlement and this Settlement Agreement (collectively, "Administration Expenses") may be made from the Settlement Fund. Disbursements for Administration Expenses prior to or after the Effective Date may be made without court order up to a total of $150,000; all Administration Expenses incurred or owed by Settlement Class Counsel in excess of this amount whether before or after the Effective Date, shall be borne by Settlement Class Counsel, who may be repaid from the Settlement Fund, or may seek to have outstanding invoices paid from the Settlement Fund, after the Effective Date upon Court approval. In the event the Settlement Agreement is disapproved, terminated, or otherwise fails to become effective, the Settlement Fund shall be refunded to Settling Defendant plus interest earned (net of any taxes paid on such interest), minus Administration Expenses not to exceed $150,000. Court approval shall not be required for disbursements for Administration Expenses for amounts (in the aggregate) of less than $150,000. Otherwise, no disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court.

b. At all times prior to the Effective Date, the Settlement Fund shall be invested as set forth in the Escrow Agreement, in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Money Market Fund or a bank account insured by the Federal Deposit Insurance Corporation ("FDIC") up to the guaranteed FDIC limit. After the Effective

Date, the Settlement Fund shall be invested as directed in writing by Lead Counsel or her designee. All interest and dividends earned on the Settlement Fund shall become and remain part of the Settlement Fund. Any losses on the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from Settling Defendant. Settling Defendant shall have no liability, obligation, or responsibility of any kind in connection with the investment, disbursement, or other oversight of the Settlement Fund.

c. After the Effective Date, the Settlement Fund shall be distributed in accordance with the Court-approved plan for such distribution. After making the Settlement Payment, Settling Defendant shall have no responsibility whatsoever for the allocation or distribution of the Settlement Fund and shall not be responsible for disputes relating to the amount, allocation, or distribution of any fees or expenses, including attorneys' fees. Settling Defendant shall provide reasonable cooperation, as needed, in connection with claims administration, including providing data and answers to data questions.

d. Settling Defendant shall have no right of reimbursement or repayment from the Settlement Fund except pursuant to Paragraph 9 or if the Settlement Agreement is terminated as set forth in Paragraph 17 below.

e. Upon prior approval by the Court, Settling Plaintiffs, Lead Counsel, and Settlement Class Counsel may be reimbursed solely out of the Settlement Fund for all expenses. Settling Plaintiffs, Lead Counsel, and Settlement Class Counsel shall not seek reimbursement of any expenses (other than as authorized in paragraph 8(a)) prior to the Court's approval of the Settling Plaintiffs' Final Approval Motion. Settling Defendant shall not be liable for any costs, attorneys' fees, other fees, or expenses of any of Settling Plaintiffs' or the Settlement Class's

respective attorneys, experts, advisors, agents, or representatives, but any such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund.

f. To the extent that there is any ambiguity or inconsistency concerning disbursements when this Settlement Agreement and the Escrow Agreement are read together, the terms of this Settlement Agreement shall control.

9. Exclusions. Within 10 business days after the deadline for Settlement Class Members to request exclusion from the Settlement Class (as defined in Paragraph 1 above), Settlement Class Counsel will cause copies of requests for exclusion from members of the Settlement Class to be provided to counsel for Settling Defendant. The parties will then compare the list of requests for exclusion to confidential **Exhibit D,** which will reflect the share of purchases of certain of the Named Generic Drugs from Settling Defendant by all direct purchasers during the periods as set forth in Exhibit D. All calculations set forth in this paragraph concerning the aggregate dollar amount of purchases by the Settlement Class Members who have filed timely and valid or otherwise Court-approved requests for exclusion ("Opt-outs") relative to the aggregate dollar amount of purchases by the defined Settlement Class (as defined by Paragraph 1) and all calculations in Paragraph 11 shall be based on the figures set forth in the Adjusted Share of Total Net Sales Column of the Apotex Net Sales of Exhibit D. If, as reflected in Exhibit D, the aggregate dollar amount of purchases by Opt-outs represents an amount equal to or greater than 20 percent of the aggregate dollar amount of purchases by the defined Settlement Class from Settling Defendant, Settling Defendant will be entitled to a reduction of $3,600,000 from the Settlement Payment set forth in Paragraph 7 above. If, as reflected in Exhibit D, the aggregate dollar amount of purchases by Opt-outs represents an amount less than 20 percent of the aggregate purchases by the defined Settlement Class from Settling Defendant,

Settling Defendant will be entitled to a pro rata reduction of the Settlement Payment set forth in Paragraph 7 above, up to $3,600,000 (*i.e.*, each one percent of aggregate purchases by Settlement Class members who filed timely and valid or otherwise Court-approved requests for exclusion shall reduce the settlement amount by $180,000 to a maximum of 20 percent of aggregate purchases and a maximum reduction of $3,600,000). All reductions pursuant to this Paragraph 9 shall be refunded to the Settling Defendant from the Escrow Account within 30 calendar days after Settlement Class Counsel causes copies of requests for exclusion to be provided to counsel for Settling Defendant. As set forth in a separate letter agreement to be filed with the Court if so requested by the Court, and if requested to be filed in camera with Court permission, Settling Defendant shall have the right, but not the obligation, at its sole discretion, to rescind this Settlement Agreement at any time within 45 calendar days after Settlement Class Counsel provides copies of all timely and valid requests or otherwise Court-approved requests for exclusion from the Settlement Class to counsel for Settling Defendant. Any exclusion requests filed after the deadline to request exclusion that are nonetheless approved by the Court, shall count toward the aggregate dollar amount of purchases by Opt-outs. If either of the Settling Parties disputes any of the calculations under this paragraph and the parties cannot agree on a resolution, they shall submit the dispute to arbitration for final resolution pursuant to Paragraph 22.

10. **Cooperation.** Settling Defendant agrees to provide substantial cooperation to Settling Plaintiffs and Lead Counsel and Settlement Class Counsel in connection with the prosecution of the Action against other defendants as set forth in the Cooperation Agreement between Settling Defendant and Settling Plaintiffs annexed hereto as Exhibit A, the terms of which are material to this Settlement Agreement and expressly incorporated herein. To the extent

that Apotex has agreed (or subsequently agrees) as part of a settlement agreement with other plaintiffs to provide cooperation to those other plaintiffs that overlaps in any way with the cooperation provided to the DPPs under this Agreement, Lead Counsel will at Apotex's request undertake reasonable efforts to coordinate with counsel for such other plaintiffs on such settlement cooperation obligations so as to avoid unnecessary duplication and expense. The cooperation to be provided under this Agreement shall otherwise be reasonable and shall not impose undue burden and expense on Apotex or the DPPs. As of the date by which both Parties have signed this Settlement Agreement (the "Execution Date"), the parties shall each suspend all discovery and motions practice between (i) Settling Plaintiffs and the Settlement Class and (ii) Settling Defendant. Neither Settling Plaintiffs and the Settlement Class nor Settling Defendant shall be required to respond to formal discovery from the other, and neither Settling Plaintiffs nor Settling Defendant shall file motions against the other during the pendency of the Settlement Agreement. However, if any person whose interview or deposition is subject to the Cooperation Agreement refuses to provide reasonable cooperation to Settling Plaintiffs, Settlement Class Counsel shall have the discretion to institute process to obtain testimony from such person. For the purposes of this Paragraph 10 and Paragraph 12, invoking the Constitutional right against self-incrimination shall not be deemed a failure to provide reasonable cooperation. Counsel for Settling Plaintiffs also shall have the right, both before and after the Effective Date, to receive copies of documents, interrogatory responses, and responses to requests for admission produced by the Settling Defendant to the other plaintiffs in the Action and to attend depositions of Settling Defendant's employees taken by other plaintiffs in the Action. Counsel for Settling Defendant shall likewise have the right, both before and after the Effective Date, to receive copies of documents, interrogatory responses, and responses to requests for admission produced

by the Settling Plaintiffs to the other defendants in the Action and to attend depositions of Settling Plaintiff's employees taken by other defendants in the Action.

11. Most Favored Nation. If, prior to April 11, 2024 (the "MFN Expiration Date"), Settling Defendant enters into any settlement agreement or binding term sheet with any Opt-out (as defined in Paragraph 9) (collectively, "Other Direct Purchaser Settlement"), then Settling Defendant shall provide notice of the Other Direct Purchaser Settlement to Settlement Class Counsel within 10 calendar days of signing of such Other Direct Purchaser Settlement. This paragraph applies to any Other Direct Purchaser Settlement entered into on or before the MFN Expiration Date, even if such Other Direct Purchaser Settlement is signed before the formal notice and opt-out period has begun or expired but is signed with an entity that otherwise would have been a member of the Settlement Class. Settlement Class Counsel shall maintain the confidentiality of any information regarding Other Direct Purchaser Settlement Agreements provided by Settling Defendant pursuant to this Paragraph, including the fact and terms of the settlement. The notice to Settlement Class Counsel shall indicate whether the financial terms of the Other Direct Purchaser Settlement Agreement are more favorable than the terms of this Settlement Agreement. Specifically, in making that determination, the Parties shall compare (i) the ratio resulting from dividing the financial payment made by Settling Defendant to such Opt-out in any Other Direct Purchaser Settlement (including the financial value of any non-cash terms such as discounts on product within or in consideration for such Other Direct Purchaser Settlement) by the total of the direct purchases by such Opt-out from Settling Defendant as reflected in Exhibit D, to (ii) the ratio resulting from dividing the Settlement Payment provided to the Settlement Class (as defined in Paragraph 1) after any reduction under Paragraph 9, by the purchases of Named Generic Drugs from Settling Defendant as reflected in Exhibit D (after

excluding purchases attributable to Opt-Outs). If the ratio under subpart (i) for the Other Direct Purchaser Settlement is greater than the ratio under subpart (ii) for the Settlement Payment, then this Settlement Agreement shall be automatically amended without any further action of the Settling Plaintiffs in an economically equivalent manner such that the Settlement Class shall receive the benefit of the more favorable financial terms as set forth in such Other Direct Purchaser Settlement (*i.e.*, an adjustment sufficient to result in equivalent ratios when comparing the settlement payment made as part of the Other Direct Purchaser Settlement on the one hand and the Settlement Payment to the Settlement Class on the other hand); *provided, however,* that notwithstanding anything in the foregoing to the contrary:

a. The operation of this Paragraph shall apply to an individual settlement agreement with a direct purchaser, and/or assignee of a direct purchaser, that would otherwise be a member of the Settlement Class and whose individual direct purchases and assigned direct purchases of Named Generic Drugs from Settling Defendant represent an amount equal to or greater than two percent (2%) of Settling Defendant's aggregate direct sales, as reflected in Exhibit D. This Paragraph shall not apply to any settlement agreement with any other putative class or collective claim in the Action, nor shall it apply to any settlement with a government entity or any party representing the claims of a government entity, even if such purchases constitute direct purchases.

b. To the extent that such a purchaser has made both direct purchases (including assigned purchases from the direct purchaser) and indirect purchases not subject to any assignment from a direct purchaser, only the financial terms of such settlement applicable to the direct purchases and assigned direct purchases (as reflected in Exhibit D) made by such purchaser shall be considered in determining the applicability of this Paragraph. Settling

Defendant shall provide to Settlement Class Counsel a reasonable, good faith estimate of the percentage of the settling party's purchases from Settling Defendant that are attributable to direct purchases and assigned direct purchases. Upon good cause shown, Settlement Class Counsel shall have the right to request the underlying bases for this estimate. Settling Defendant represents and warrants that it will not artificially allocate settlement dollars or value to indirect purchases in order to avoid application of this paragraph, but that any allocation to indirect purchases will be done in good faith.

c. In no event shall any amendments to the terms of this Settlement Agreement made pursuant to this Paragraph cause the Settlement Payment to exceed $37,058,823.50. All payments made pursuant to this Paragraph shall become part of the Settlement Fund.

d. If either of the Settling Parties disputes any of the calculations pursuant to this paragraph and after good faith discussions about the dispute, the parties cannot agree to a resolution, they shall submit the dispute to arbitration for final resolution pursuant to Paragraph 22.

e. If, on or before the MFN Expiration Date, Settling Plaintiffs enter into another settlement agreement or binding term sheet with any other defendant in the Action that provides for a settlement payment of less than $100,000,000 and does not include an MFN provision for the benefit of the Settlement Class, then the MFN provision in this Settlement Agreement (Paragraph 11) will be automatically terminated and rendered void and inoperable as of the date that the Settling Plaintiffs enter into the settlement agreement or binding term sheet with the other defendant. Should this occur, the remaining paragraphs of this Agreement (*i.e.*, all

but Paragraph 11) will remain in effect between the Settling Defendant and the Settling Plaintiffs and Settlement Class.

12. **Releases.** In addition to the effect of any final judgment entered in accordance with this Settlement Agreement, upon this Settlement Agreement becoming final as set forth in Paragraph 6 of this Settlement Agreement, and in consideration of payment of the Settlement Payment into the Settlement Fund, as specified in Paragraph 7 of this Settlement Agreement, and for other valuable consideration, the Settling Plaintiffs and all members of the Settlement Class (on behalf of themselves and their respective past and present parents, subsidiaries, and affiliates, as well as their past and present general and limited partners, officers, directors, employees, agents, attorneys, servants, predecessors, successors, heirs, executors, administrators, and representatives) ("Releasors") agree to release (and to dismiss the Action as to) Settling Defendant (and its past and present parents, subsidiaries, divisions, affiliates, stockholders, and general or limited partners, as well as all past and present officers, directors, employees, trustees, insurers, agents, attorneys, and any other representatives thereof) (the "Releasees"), except that this release shall not apply to any present or former officer, director, employee, trustee, insurer, agent, attorney, or other representative of the Settling Defendant who does not cooperate with Settling Plaintiffs, to the extent required and able to do so, pursuant to the Cooperation Agreement and Paragraph 10 above. And as further provided under Settlement Class Counsel's reservation of rights in Paragraph 14, this Settlement Agreement does not release any non-settling defendant's liability in the Action, nor does it absolve Settling Defendant's present or former officers, directors, employees, trustees, insurers, agents, attorneys, or other representatives from their duty, if any, to cooperate in discovery in their capacity as a current or former officer, director, employee, trustee, insurer, agent, attorney, or other representative for

other, non-settling defendants. Subject to these exceptions and reservation of rights, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class member has objected to the Settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that Settling Plaintiffs and the Settlement Class, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual, contingent, or joint and several, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of, or relating in any way to, any of the claims against any defendants in the Action, whether actual or alleged, from the beginning of the world up to the Execution Date, including any conduct alleged, and causes of action asserted or that could have been alleged or asserted, based upon the allegations in the Action, relating to the Named Generic Drugs, all formulations and strengths of those drugs, or any other generic drugs that could have been named based on the facts alleged in the Action or any overarching conspiracy, including but not limited to those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, or trade practice law (the "Released Claims"). The release of Released Claims shall not preclude Settling Plaintiffs from pursuing any and all claims against other defendants for the sale of the Named Generic Drugs or other generic drugs sold by those defendants or their alleged co-conspirators. Nothing herein, and nothing in Paragraph 13, shall release any claims (a) arising in the ordinary course of business between Releasors and the Releasees arising under Article 2 of the Uniform Commercial Code (pertaining to sales), other than claims based in

whole or in part on any of the Released Claims; (b) for the indirect purchase of any of the Named Generic Drugs or any other generic drugs; (c) for negligence, breach of contract, bailment, failure to deliver, lost goods, damaged or delayed goods, breach of warranty, or product liability claims between any of the Releasees and any of the Releasors relating to any of the Named Generic Drugs or any other generic drugs, other than claims based in whole or in part on any of the Released Claims; (d) as to any generic drug, including any of the Named Generic Drugs, that is currently the subject of any unrelated pending litigation against Settling Defendant that is not part of the Action; (e) as to any generic drug, including any of the Named Generic Drugs, that is, after the date of this Settlement Agreement, the subject of any unrelated litigation brought against Settling Defendant under federal or state antitrust laws or under RICO where the allegation is that generic competition was delayed (*e.g.*, reverse payment, sham litigation, sham citizen petition, or "*Walker Process*" fraud cases) or otherwise reduced or impaired by alleged conduct other than that pled or based on the facts alleged in the Settling Plaintiffs' complaints in the Action; (f) of any type relating to any drugs other than the Named Generic Drugs (except where those claims for other drugs are pled or based in whole or in part on the facts alleged in the Settling Plaintiffs' complaints in the Action). Settling Plaintiffs and the Settlement Class shall not, after the Effective Date of this Settlement Agreement, seek to establish liability against any Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims.

13. **Additional Release.** In addition, upon the Effective Date, Settling Plaintiffs and each member of the Settlement Class hereby expressly waives and releases any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

> **SECTION 1542. GENERAL RELEASE–CLAIMS EXTINGUISHED. A GENERAL RELEASE DOES NOT**

EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, Settling Plaintiffs and each member of the Settlement Class also hereby expressly waives and releases any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Settling Plaintiffs and each member of the Settlement Class may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the claims that are the subject of this Paragraph, but Settling Plaintiffs and each member of the Settlement Class hereby agrees that as of the Effective Date, it expressly waives and fully, finally, and forever settles and releases as to the Releasees all known or unknown, suspected or unsuspected, accrued or unaccrued, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. For the avoidance of doubt, Settling Plaintiffs and each member of the Settlement Class also hereby agrees that as of the Effective Date, it expressly waives and fully, finally, and forever settles and releases any and all claims that would otherwise fall within the definition of Released Claims it may have against any of the Releasees under § 17200, *et seq*., of the California Business and Professions Code or any similar, comparable, or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are hereby expressly incorporated into the definition of Released Claims.

14. Reservation of Settlement Class Members' Rights Against Other Defendants.

No party other than the Releasees is intended to be, or is, included within the scope of the release contained herein. For the avoidance of doubt, neither any other defendant in the Action other than Releasees, nor any other defendant's parent(s) or successor(s) in interest is intended to be, or is, included within the scope of this release. For avoidance of doubt, if any other defendant in the Action becomes, after the date of signing of the Settlement Agreement, affiliated in any way with a Settling Defendant, including but not limited to by becoming a subsidiary or parent of any Settling Defendant, such affiliation shall have no effect on the liability of said other defendant. This Settlement is as to Releasees only and is not intended to release any claims other than those against Releasees as specified herein. The sales of Named Generic Drugs and all other generic drugs by Settling Defendant shall, to the extent permitted or authorized by law, remain in the Action against the other current or future defendants in the Action as a potential basis for damage claims and shall be part of any joint and several liability claims against other current or future defendants in the Action or other persons or entities other than the Releasees.

15. Full Satisfaction; Limitation of Interest and Liability. Members of the Settlement Class shall look solely to the Settlement Fund for settlement and satisfaction against Releasees of all claims that are released hereunder against Releasees. Except as provided by order of the Court, no member of the Settlement Class shall have any interest in the Settlement Fund or any portion thereof. Settling Plaintiffs and Settlement Class Counsel or any other counsel acting on Settling Plaintiffs' behalf will be paid solely out of the Settlement Fund for any costs and expenses relating to the Action.

16. Attorneys' Fees and Costs.

a. Settlement Class Counsel intend to seek, solely from the Settlement Fund, attorneys' fees of up to one-third of the Settlement Fund (including interest accrued thereon and including any additional amount that is paid under Paragraph 11, but net of any reasonable costs and expenses incurred prior to Settlement), reimbursement of reasonable litigation expenses incurred in the prosecution of the Action, service award to Settling Plaintiffs, and payment for Administration Expenses (and subsequent to the Effective Date, for expenses associated with distributing money from the Settlement Fund to qualified claimants who submit timely and approved claims). Settlement Class Counsel shall file a motion requesting approval of the Fee and Expense Award ("Motion for Fee and Expense Award") after the Court has granted preliminary approval to the Settlement but sufficiently before the expiration of the deadline for Settlement Class members to opt out or object and before the Court's final fairness hearing on the Settlement; provided, however, that (i) Settlement Class Counsel may defer the final determination of any Fee and Expense Award until later in the proceedings so long as Settlement Class Counsel seek, within the timing set forth in this Paragraph, a provisional set aside for a Fee and Expense Award and (ii) a request by Settlement Class Counsel for a Fee and Expense Award will not result in any distribution from the Settlement Fund until after the Court has entered an order granting final approval to this Settlement. Settling Defendant agrees to take no position with respect to the Motion for Fee and Expense Award, or on any other application by Settlement Class Counsel for fees or expenses to be paid only from the Settlement Fund. Settlement Class Counsel shall be paid solely out of the Settlement Fund for all such fees and expenses. Settling Plaintiffs, Settlement Class Members, and their respective counsel, shall not seek payment of any attorneys' fees or costs from Releasees in the Action, or in any other action

related to the Released Claims set forth above, from any source other than the Settlement Fund. Releasees shall not have any responsibility for or liability with respect to any payment to Settlement Class Counsel of any Fee and Expense Award in the Action.

b. The procedures for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs, and expenses to be paid out of the Settlement Fund are not part of this Settlement Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to the fee and expense application, or any appeal from any such order, shall not operate to terminate or cancel this Settlement Agreement, or provide a basis to terminate or cancel this Settlement Agreement, affect or delay the finality of the Final Approval Order, or affect or delay the payment of the Fee and Expense Award.

c. After approval of any Fee and Expense Award by the Court, Settlement Class Counsel shall be entitled to have any award paid from the Settlement Fund but, if the Court's award of such fees and expenses is vacated, reversed, or reduced subsequent to the disbursement of any Fee and Expense Award, Settlement Class Counsel shall within 10 business days after receiving written notice from the Court or Settling Defendant of such vacatur, reversal, or reduction, make a refund to the Escrow Account in the amount of such vacatur, reversal, or reduction with interest; and further, if the Settlement Agreement is terminated pursuant to Paragraph 17 below, Settlement Class Counsel shall within 10 business days after giving notice to or receiving notice from Settling Defendant of such termination, make a refund to the Escrow Account in the amount of any such Fee and Expense Award with interest. The interest rate applicable to any refund made to the Escrow Account pursuant to this Paragraph shall be the

same interest rate earned by the Settlement Fund during the period between the disbursement of any Fee and Expense Award and any refund required by this Paragraph.

17. Termination. Settling Defendant and Settling Plaintiffs shall each have the option to terminate the Settlement Agreement and have the Settlement Payment refunded to Settling Defendant if the Court declines to grant final approval to the Settlement Agreement without material alteration of its terms, or if such approval is set aside on appeal. Settling Defendant shall have the unilateral option to terminate the Settlement Agreement and have the Settlement Payment refunded to Settling Defendant under certain circumstances set forth in a separate letter agreement among the Settling Parties to be provided to the Court if the Court so requires, and if so required, to be filed in camera with Court permission. If the Settlement Agreement does not become final, then: (i) this Settlement Agreement shall be of no force or effect; (ii) all funds paid by Settling Defendant into the Settlement Fund, plus interest (net of any taxes paid on such interest), less any amounts paid pursuant to Paragraph 8.a above that were expended or are owed to pay Administration Expenses up to $150,000, shall be returned to Settling Defendant within 30 calendar days after the Escrow Agent receives notice of termination; (iii) any release pursuant to Paragraphs 12 and 13 above shall be of no force or effect; and (iv) litigation of the Action will resume in a reasonable manner and on a reasonable timetable to be approved by the Court. Written notice of the exercise of the right to terminate the Settlement Agreement shall be made according to the terms of Paragraph 30 below.

18. Taxes Paid by Settlement Fund.

a. The parties intend that any taxes due as a result of income earned by the Settlement Fund will be paid from the Settlement Fund. Lead and Settlement Class Counsel shall be solely responsible for directing the Claims Administrator to file all informational and other

tax returns necessary to report any taxable and/or net taxable income earned by the Settlement Fund. Further, Lead Counsel shall be solely responsible for directing the Claims Administrator to make any tax payments, including interest and penalties due, on income earned by the Settlement Fund. Lead and Settlement Class Counsel shall be entitled to direct the Escrow Agent to pay from the Escrow Account customary and reasonable tax expenses, including professional fees and expenses incurred in connection with carrying out the Escrow Agent's or tax preparer's responsibilities. Settling Defendant shall have no responsibility to make any tax filings related to the Settlement, this Settlement Agreement, or the Settlement Fund, and shall have no responsibility to pay taxes on any income earned by the Settlement Fund, or to pay taxes with respect thereto unless the Settlement is not consummated and the Settlement Fund or the net Settlement Fund is returned to Settling Defendant. Other than as specifically set forth herein, Settling Defendant shall have no responsibility for the payment of taxes or tax-related expenses. If, for any reason, for any period of time, Settling Defendant is required to pay taxes on income earned by the Settlement Fund, the Escrow Agent shall, upon written instructions from Settling Defendant with notice to Lead and Settlement Class Counsel, timely pay to Settling Defendant sufficient monies from the Settlement Fund to enable it to pay all taxes (state, federal, or other) on income earned by the Settlement Fund.

b. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "Administrator" of the Escrow Account shall be the Claims Administrator, who shall timely and properly file or cause to be filed on a timely basis, all tax returns necessary or advisable with respect to the Escrow Account (including without limitation all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B 2(1)).

c. The Settling Parties to this Settlement Agreement and their counsel shall treat, and shall cause the Escrow Agent to treat, the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B 1. The Settling Parties, their counsel, and the Escrow Agent agree that they will not ask the Court to take any action inconsistent with the treatment of the Escrow Accounts in this manner. In addition, the Escrow Agent and, as required, the Settling Parties shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the "relation-back election" (as defined in Treas. Reg. § 1.468B l(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Escrow Accounts being a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B.

19. **Binding Effect.** This Settlement Agreement shall be binding upon the Settling Parties hereto and inure to the benefit of the Settling Parties hereto and Releasees. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the Settling Plaintiffs, Lead Counsel and Settlement Class Counsel shall be binding upon all Settlement Class Members.

20. **Entire Agreement.** This Settlement Agreement, together with exhibits hereto and the confidential letter of understanding that, if requested, Settling Defendant and Settling Plaintiffs will submit to the Court in camera (with Court permission), reflects the entirety of the agreement by and among the Settling Parties hereto with respect to the transactions contemplated

by this Settlement Agreement, and supersedes all prior agreements or understandings, whether written or oral, between or among any of the Settling Parties hereto with respect to the subject matter hereof. The Settling Parties agree there are and have been no express or implied promises, inducements or agreements made by any Settling Party to the other except as specifically and expressly set forth within this Settlement Agreement, the exhibits hereto and the confidential letter of understanding that the Settling Parties will submit to the Court in camera with permission if requested.

21. Independent Settlement. This Settlement is not conditioned on approval by any other member of the Settlement Class or settlement of any other case.

22. Arbitration. Any controversy, claim or dispute arising out of or relating to or in connection with the matters specifically designated to be submitted to arbitration under the Settlement Agreement shall be finally determined in arbitration in Philadelphia before an arbitrator upon whom the parties shall mutually agree. If the Parties are unable to agree, they shall follow Rule 15 of the JAMS Comprehensive Arbitration Rules and Procedures[1] in selecting an arbitrator. Subject to the award of the arbitrator the parties participating in the arbitration shall pay an equal share of the arbitrator's fees. The arbitrator may award recovery of all costs (including administrative fees, arbitrator's fees and court costs, but excluding attorneys' fees) to the prevailing party. Judgment upon any award rendered may be entered in the United States District Court for the Eastern District of Pennsylvania.

23. Headings. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

[1] *See* https://www.jamsadr.com/rules-comprehensive-arbitration/#Rule-15.

24. **No Party is the Drafter.** None of the Settling Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

25. **Intended Beneficiaries.** No provision of this Settlement Agreement will provide any rights to, or be enforceable by, any person or entity that is not a Settling Plaintiff or member of the Settlement Class, Lead Counsel or Settlement Class Counsel, or a Releasee. No other person shall have any rights under this Settlement Agreement and cannot enforce its terms. Neither Settling Plaintiffs nor Lead Counsel nor Settlement Class Counsel may assign or otherwise convey any right to enforce or dispute any provision of this Settlement Agreement.

26. **Choice of Law.** All terms of this Settlement Agreement shall be governed by federal common law as construed in the United States District Court for the Eastern District of Pennsylvania.

27. **Consent to Jurisdiction.** Other than as set forth in Paragraph 22, Settling Defendant and each Settlement Class member hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement, including, without limitation, any suit, action, proceeding, or dispute relating to the release provisions herein. Nothing in this Paragraph shall prohibit (a) the assertion in any forum in which a claim is brought that any release herein is a defense, in whole or in part, to such claim or (b) in the event that such a defense is asserted in such forum, the determination of its merits in that forum.

28. **Representations and Warranties.** The signatories hereto represent and warrant that they each have the requisite authority (or in the case of natural persons, the legal capacity) to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. Settling Defendant represents and warrants that it has not assumed any contractual obligation that would, in fact or at law, in the event Settling Plaintiffs prevailed against any other defendant on the claims made in the Action, obligate Settling Defendant to indemnify, pay contribution to, be liable over to, or share in a judgment entered in favor of any Settling Plaintiff against any other defendant. Settling Defendant agrees that Settling Plaintiffs justifiably rely upon this representation and warranty and that it is material to Settling Plaintiffs' decision to enter into this Settlement Agreement with Settling Defendant.

29. **No Admission.** Nothing in this Settlement Agreement, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement, shall be construed as an admission or concession in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body, or any other body or authority, present or future, by Settling Defendant. In the event that the Court does not approve of the Settlement or the Court's approval is set aside on appeal, Releasees reserve all legal rights and defenses, including, but not limited to, any defenses relating to class certification and whether any member or excluded member of the Settlement Class is a direct purchaser of any Named Generic Drug or has standing to bring any claim.

30. **Notice.** Notice to Settling Defendant pursuant to this Settlement Agreement shall be sent by registered United States mail, return receipt requested, and electronic mail to:

Steven F. Cherry
April N. Williams
WilmerHale
2100 Pennsylvania Avenue NW
Washington, DC 20037
steven.cherry@wilmerhale.com
april.williams@wilmerhale.com

James W. Matthews
Foley & Lardner LLP
111 Huntington Ave.
Boston, MA 02199
jmatthews@foley.com

Notice to Settling Plaintiffs or Settlement Class Counsel pursuant to this Settlement Agreement shall be sent by United States mail and electronic mail to Lead Counsel:

Dianne M. Nast
Joseph N. Roda
NastLaw LLC
1101 Market Street
Suite 2801
Philadelphia, PA 19107
dnast@nastlaw.com
jnroda@nastlaw.com

31. Execution in Counterparts. This Settlement Agreement may be executed in counterparts. Signatures transmitted by electronic means shall be considered valid signatures as of the date signed.

IN WITNESS WHEREOF, the Settling Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement as of the date first herein above written.

Dianne Nast _____

Dianne M. Nast
NastLaw LLC
1101 Market Street
Suite 2801
Philadelphia, PA 19107

Steven Cherry _____

Steven F. Cherry
April N. Williams
WilmerHale
2100 Pennsylvania Avenue NW
Washington, DC 20037

(215) 923-9300
dnast@nastlaw.com

Attorney for Plaintiffs César Castillo, LLC, FWK Holdings, LLC, Rochester Drug Cooperative, and KPH Healthcare Services, Inc. and Lead Counsel for the Direct Purchaser Class

Dated: December 22, 2023

steven.cherry@wilmerhale.com
april.williams@wilmerhale.com

James W. Matthews
Foley & Lardner LLP
111 Huntington Ave.
Boston, MA 02199
jmatthews@foley.com

Attorneys for Apotex Corp.

Dated: December 22, 2023

EXHIBIT A

APOTEX CORP. COOPERATION AGREEMENT

A. Preamble

1. This Cooperation Agreement (the "Agreement") is made between the Settling Plaintiffs, individually and on behalf of the Settlement Class, as defined in the Settlement Agreement ("Settling Plaintiffs") and Apotex Corp. ("Settling Defendant").

2. The purpose of this Agreement is to set forth the terms and process by which Settling Defendant will provide substantial cooperation to Settling Plaintiffs in connection with Settling Plaintiffs' prosecution of claims in the action entitled *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (Rufe, J.) (the "Action").

3. Settling Plaintiffs and Settling Defendant agree that Settling Defendant's substantial cooperation pursuant to this Agreement is material to the Settlement Agreement to be entered by Settling Plaintiffs and Settling Defendant in the Action.

B. Scope of Substantial Cooperation

4. Within fourteen (14) calendar days of the Preliminary Approval Order, Settling Defendant's counsel shall provide to Settling Plaintiffs a list of (1) the known persons who are likely to have relevant information, indicating who are current or former employees concerning the allegations in the Action; (2) the persons who are under Settling Defendant's control; and (3) for those persons who are not under Settling Defendant's control, information sufficient to contact them directly or through their attorney.

5. Beginning no later than twenty-one (21) calendar days of the Preliminary Approval Order, Settling Defendant's counsel shall undertake reasonable efforts to provide Settling Plaintiffs' counsel with a verbal attorney proffer[s] on up to a total of eight (8) generic pharmaceutical drugs selected by Settling Plaintiffs within five (5) days after the Effective Date (including all formulations) manufactured by Settling Defendant identified in Settling Plaintiffs'

complaints, and more if agreed by the Settling Plaintiffs and Settling Defendant. The proffer(s) shall be given at an agreed-upon date(s) and an agreed-upon location(s) or virtually. Each proffer shall provide a reasonably detailed description of the principal facts known to Settling Defendant that are relevant to the conduct alleged in the Action, including facts concerning the alleged involvement of Settling Defendant and other defendants in the Action, and including in particular all facts previously provided to the U.S. Department of Justice ("DOJ") or any other U.S. or state government investigative authority, in response to subpoenas, civil investigative demands, or otherwise, relating to the allegations in the Action.

6. Within the attorney proffers provided pursuant to ¶ 5 above, Settling Defendant's counsel shall also verbally provide to Settling Plaintiffs' counsel, where applicable, non-privileged summaries of interviews with persons identified pursuant to ¶ 4 above, to the extent the witness was previously interviewed by Settling Defendant's counsel. If the written materials prepared by Settling Defendant's counsel as described herein reference or are supported by documents or data, Settling Defendant shall provide the Bates number assigned by Settling Defendant to those documents or data in this Action.

7. Within 28 business days of the Preliminary Approval Order, Settling Defendant shall undertake reasonable efforts to provide Settling Plaintiffs access to up to four (4) witnesses identified pursuant to ¶ 4 above, for a period of time up to four (4) hours each.

8. Settling Defendant agrees to use reasonable efforts to assist Settling Plaintiffs to understand data produced by Settling Defendant, including consulting with technical personnel to address questions posed by Settling Plaintiffs' data consultants, and to provide any additional information or data reasonably necessary to understand or clarify the data or otherwise render it usable by Settling Plaintiffs' experts and admissible.

9. Settling Plaintiffs shall have the right to receive, subject to the protective order in the MDL, all documents, interrogatory responses, and responses to requests for admission produced by the Settling Defendant to any other plaintiff in the MDL. Settling Defendant likewise shall have the right to receive, subject to the protective order in the MDL, all documents, interrogatory responses, and responses to requests for admission produced by the Settling Plaintiffs to any other defendant in the MDL.

10. Settling Defendant agrees to use reasonable efforts to authenticate and lay the foundation to admit as business records, where applicable, up to one hundred and fifty (150) documents and/or things produced by Settling Defendant in the Action (or more if good cause is shown) to confirm the authenticity of the documents produced by Settling Defendant in the Action, and to confirm, where applicable, that such documents and data produced by Settling Defendant qualify as business records, whether by declarations, depositions, hearings and/or trial testimony as may be necessary for the Action to render such documents and data admissible at trial.

11. Settling Defendant agrees to use reasonable best efforts to produce up to four (4) current or former Settling Defendant employees as witnesses live at any trial of the Settling Plaintiffs' claims in the Action.

12. By no later than the day upon which Settling Plaintiffs move for final approval of the Settlement, the Settling Parties shall set forth any modifications to the scope of cooperation under this agreement in a separate letter agreement among the Settling Parties to be provided to the Court if the Court so requires, and if so required, to be filed *in camera* with Court permission.

C. No Waiver of Privileges, Evidentiary Protections, or Confidentiality Obligations

13. Notwithstanding any other provision of this Agreement, Settling Defendant may assert where applicable the work product doctrine, the attorney-client privilege, and the common interest privilege (collectively, "Privileged Material") and shall not disclose any information provided by other defendants pursuant to a common interest agreement. Settling Plaintiffs shall not request disclosure of Privileged Material, and a refusal to provide Privileged Material shall not be deemed a breach of this Agreement by Settling Defendant. Settling Plaintiffs shall be free to use statements, testimony, materials or information provided under this Agreement in any motion, opposition or other pleading in this Action or as evidence at trial in this case. Settling Plaintiffs will not otherwise disclose any statements, testimony, materials or information provided under this Agreement to any other party to this litigation, including any other plaintiff, or to any third party. Settling Plaintiffs and Settling Defendant are permitted to describe orally the scope of cooperation required under this Agreement with counsel for other defendants, but cannot otherwise disclose the information provided under this Agreement.

EXHIBIT B

Exhibit B
List of Named Generic Drugs

	Molecule Name	Form	Strength
	(1)	(2)	(3)
1	ACETAZOLAMIDE	TABLET	125MG
1	ACETAZOLAMIDE	TABLET	250MG
1	ACETAZOLAMIDE ER	CAPSULE	500MG
2	ADAPALENE	CREAM	0.1%
2	ADAPALENE	GEL	0.1%
2	ADAPALENE	GEL	0.3%
3	ALBUTEROL	TABLET	2MG
3	ALBUTEROL	TABLET	4MG
4	ALCLOMETASONE DIPROPIONATE	CREAM	0.05%
4	ALCLOMETASONE DIPROPIONATE	OINTMENT	0.05%
5	ALLOPURINOL	TABLET	100MG
5	ALLOPURINOL	TABLET	300MG
6	AMANTADINE HCL	CAPSULE	100MG
7	AMILORIDE HCL/HCTZ	TABLET	5MG;50MG
8	AMITRIPTYLINE	TABLET	100MG
8	AMITRIPTYLINE	TABLET	10MG
8	AMITRIPTYLINE	TABLET	150MG
8	AMITRIPTYLINE	TABLET	25MG
8	AMITRIPTYLINE	TABLET	50MG
8	AMITRIPTYLINE	TABLET	75MG
9	AMMONIUM LACTATE	CREAM	12%
9	AMMONIUM LACTATE	LOTION	12%
10	AMOXICILLIN/CLAVULANATE	TABLET CHEWABLE	200MG;28.5MG
10	AMOXICILLIN/CLAVULANATE	TABLET CHEWABLE	400MG;57MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	10MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	20MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	30MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	5MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	10MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	15MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	20MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	25MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	30MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	5MG
12	ATENOLOL/CHLORTHALIDONE	TABLET	100MG;25MG
12	ATENOLOL/CHLORTHALIDONE	TABLET	50MG;25MG
13	ATROPINE SULFATE	SOLUTION	1%
14	BACLOFEN	TABLET	10MG
14	BACLOFEN	TABLET	20MG
15	BALSALAZIDE DISODIUM	CAPSULE	750MG
16	BENAZEPRIL HCTZ	TABLET	10MG;12.5MG
16	BENAZEPRIL HCTZ	TABLET	20MG;12.5MG
16	BENAZEPRIL HCTZ	TABLET	20MG;25MG
17	BETAMETHASONE DIPROPIONATE	CREAM	0.05%
17	BETAMETHASONE DIPROPIONATE	LOTION	0.05%
17	BETAMETHASONE DIPROPIONATE	OINTMENT	0.05%
18	BETAMETHASONE DIPROPIONATE AUGMENTED	LOTION	0.05%
19	BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	CREAM	0.05%;1%
19	BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	LOTION	0.05%;1%
20	BETAMETHASONE VALERATE	CREAM	0.1%
20	BETAMETHASONE VALERATE	LOTION	0.1%
20	BETAMETHASONE VALERATE	OINTMENT	0.1%
21	BETHANECHOL CHLORIDE	TABLET	10MG
21	BETHANECHOL CHLORIDE	TABLET	25MG
21	BETHANECHOL CHLORIDE	TABLET	50MG
21	BETHANECHOL CHLORIDE	TABLET	5MG
22	BROMOCRIPTINE MESYLATE	TABLET	2.5MG
23	BUDESONIDE	SOLUTION	0.25MG/2ML
23	BUDESONIDE	SOLUTION	0.5MG/2ML
23	BUDESONIDE	SOLUTION	1MG/2ML
23	BUDESONIDE DR	CAPSULE	3MG
24	BUSPIRONE HCL	TABLET	10MG
24	BUSPIRONE HCL	TABLET	15MG
24	BUSPIRONE HCL	TABLET	30MG
24	BUSPIRONE HCL	TABLET	5MG
24	BUSPIRONE HCL	TABLET	7.5MG
25	BUTORPHANOL TARTRATE	SPRAY	10MG/ML
26	CAPECITABINE	TABLET	150MG
26	CAPECITABINE	TABLET	500MG
27	CAPTOPRIL	TABLET	100MG
27	CAPTOPRIL	TABLET	12.5MG
27	CAPTOPRIL	TABLET	25MG
27	CAPTOPRIL	TABLET	50MG
28	CARBAMAZEPINE	TABLET	200MG
28	CARBAMAZEPINE	TABLET CHEWABLE	100MG
28	CARBAMAZEPINE ER	TABLET	100MG
28	CARBAMAZEPINE ER	TABLET	200MG
28	CARBAMAZEPINE ER	TABLET	400MG
29	CARISOPRODOL	TABLET	350MG
30	CEFDINIR	CAPSULE	300MG
30	CEFDINIR	SOLUTION	125MG/5ML

30	CEFDINIR	SOLUTION	250MG/5ML
31	CEFPROZIL	TABLET	250MG
31	CEFPROZIL	TABLET	500MG
32	CEFUROXIME AXETIL	TABLET	250MG
32	CEFUROXIME AXETIL	TABLET	500MG
33	CELECOXIB	CAPSULE	100MG
33	CELECOXIB	CAPSULE	200MG
33	CELECOXIB	CAPSULE	400MG
33	CELECOXIB	CAPSULE	50MG
34	CEPHALEXIN (CEFALEXIN)	SOLUTION	125MG/5ML
34	CEPHALEXIN (CEFALEXIN)	SOLUTION	250MG/5ML
35	CHLORPROMAZINE HCL	TABLET	100MG
35	CHLORPROMAZINE HCL	TABLET	10MG
35	CHLORPROMAZINE HCL	TABLET	200MG
35	CHLORPROMAZINE HCL	TABLET	25MG
35	CHLORPROMAZINE HCL	TABLET	50MG
36	CHOLESTYRAMINE	PACKET/ORAL SOLID	4G
36	CHOLESTYRAMINE	POWDER	4G
37	CICLOPIROX	CREAM	0.77%
37	CICLOPIROX	SHAMPOO	1%
37	CICLOPIROX	SOLUTION	8%
38	CIMETIDINE	TABLET	200MG
38	CIMETIDINE	TABLET	300MG
38	CIMETIDINE	TABLET	400MG
38	CIMETIDINE	TABLET	800MG
39	CLARITHROMYCIN ER	TABLET	500MG
40	CLINDAMYCIN PHOSPHATE	GEL	1%
40	CLINDAMYCIN PHOSPHATE	LOTION	1%
40	CLINDAMYCIN PHOSPHATE	SOLUTION	1%
40	CLINDAMYCIN PHOSPHATE	VAGINAL CREAM	2%
41	CLOBETASOL	CREAM	0.05%
41	CLOBETASOL	E CREAM	0.05%
41	CLOBETASOL	GEL	0.05%
41	CLOBETASOL	OINTMENT	0.05%
41	CLOBETASOL	SOLUTION	0.05%
42	CLOMIPRAMINE	CAPSULE	25MG
42	CLOMIPRAMINE	CAPSULE	50MG
42	CLOMIPRAMINE	CAPSULE	75MG
43	CLONIDINE ER	PATCH	0.1MG/24HR
43	CLONIDINE ER	PATCH	0.2MG/24HR
43	CLONIDINE ER	PATCH	0.3MG/24HR
44	CLOTRIMAZOLE	SOLUTION	1%
45	DESMOPRESSIN ACETATE	TABLET	0.1MG
45	DESMOPRESSIN ACETATE	TABLET	0.2MG
46	DESONIDE	CREAM	0.05%
46	DESONIDE	LOTION	0.05%
46	DESONIDE	OINTMENT	0.05%
47	DESOXIMETASONE	OINTMENT	0.25%
48	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	15MG
48	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	20MG
48	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	40MG
48	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	5MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	10MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	15MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	2.5MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	20MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	30MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	5MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	7.5MG
49	DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	10MG
49	DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	15MG
49	DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	5MG
50	DICLOFENAC POTASSIUM	TABLET	50MG
51	DIGOXIN	TABLET	0.125MG
51	DIGOXIN	TABLET	0.25MG
52	DILTIAZEM HCL	TABLET	120MG
52	DILTIAZEM HCL	TABLET	30MG
52	DILTIAZEM HCL	TABLET	60MG
52	DILTIAZEM HCL	TABLET	90MG
53	DIPHENOXYLATE/ATROPINE	TABLET	2.5MG;0.025MG
54	DIVALPROEX ER	TABLET	250MG
54	DIVALPROEX ER	TABLET	500MG
55	DOXAZOSIN MESYLATE	TABLET	1MG
55	DOXAZOSIN MESYLATE	TABLET	2MG
55	DOXAZOSIN MESYLATE	TABLET	4MG
55	DOXAZOSIN MESYLATE	TABLET	8MG
56	DOXYCYCLINE HYCLATE	CAPSULE	100MG
56	DOXYCYCLINE HYCLATE	CAPSULE	50MG
56	DOXYCYCLINE HYCLATE	TABLET	100MG
56	DOXYCYCLINE HYCLATE DR	TABLET	100MG
56	DOXYCYCLINE HYCLATE DR	TABLET	150MG
56	DOXYCYCLINE HYCLATE DR	TABLET	75MG
56	DOXYCYCLINE MONOHYDRATE	TABLET	100MG
56	DOXYCYCLINE MONOHYDRATE	TABLET	150MG
56	DOXYCYCLINE MONOHYDRATE	TABLET	50MG
56	DOXYCYCLINE MONOHYDRATE	TABLET	75MG
57	DROSPIRENONE/ETHINYL ESTRADIOL (OCELLA)	TABLET	3MG-0.02MG
57	DROSPIRENONE/ETHINYL ESTRADIOL (OCELLA)	TABLET	3MG-0.03MG
58	ECONAZOLE	CREAM	1%

59	ENALAPRIL MALEATE	TABLET	10MG
59	ENALAPRIL MALEATE	TABLET	2.5MG
59	ENALAPRIL MALEATE	TABLET	20MG
59	ENALAPRIL MALEATE	TABLET	5MG
60	ENTECAVIR	TABLET	0.5MG
60	ENTECAVIR	TABLET	1MG
61	ESTRADIOL	TABLET	0.5MG
61	ESTRADIOL	TABLET	1MG
61	ESTRADIOL	TABLET	2MG
62	ESTRADIOL/NORETHINDRONE ACETATE (MIMVEY)	TABLET	1MG-0.5MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-0.1MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.03MG-.15MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.03MG-.15MG-.01MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-0.1MG-.01MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-.15MG;.025MG-.15MG;.03MG-.15MG;.01MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.03MG-.05MG;.04MG-.075MG;.03MG-.125MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-.09MG
64	ETODOLAC	CAPSULE	200MG
64	ETODOLAC	CAPSULE	300MG
64	ETODOLAC	TABLET	400MG
64	ETODOLAC	TABLET	500MG
64	ETODOLAC ER	TABLET	400MG
64	ETODOLAC ER	TABLET	500MG
64	ETODOLAC ER	TABLET	600MG
65	EXEMESTANE	TABLET	25MG
66	FENOFIBRATE	TABLET	145MG
66	FENOFIBRATE	TABLET	48MG
67	FLUCONAZOLE	TABLET	100MG
67	FLUCONAZOLE	TABLET	150MG
67	FLUCONAZOLE	TABLET	200MG
67	FLUCONAZOLE	TABLET	50MG
68	FLUOCINOLONE ACETONIDE	CREAM	0.01%
68	FLUOCINOLONE ACETONIDE	CREAM	0.025%
68	FLUOCINOLONE ACETONIDE	OINTMENT	0.025%
68	FLUOCINOLONE ACETONIDE	SOLUTION	0.01%
69	FLUOCINONIDE	CREAM	0.05%
69	FLUOCINONIDE	CREAM	0.1%
69	FLUOCINONIDE	E CREAM	0.05%
69	FLUOCINONIDE	GEL	0.05%
69	FLUOCINONIDE	OINTMENT	0.05%
69	FLUOCINONIDE	SOLUTION	0.05%
70	FLUOXETINE HCL	TABLET	10MG
70	FLUOXETINE HCL	TABLET	15MG
70	FLUOXETINE HCL	TABLET	20MG
70	FLUOXETINE HCL	TABLET	60MG
71	FLUTICASONE PROPIONATE	SPRAY	50MCG
72	FOSINOPRIL HCTZ	TABLET	10MG;12.5MG
72	FOSINOPRIL HCTZ	TABLET	20MG;12.5MG
73	GABAPENTIN	TABLET	600MG
73	GABAPENTIN	TABLET	800MG
74	GLIMEPIRIDE	TABLET	1MG
74	GLIMEPIRIDE	TABLET	2MG
74	GLIMEPIRIDE	TABLET	4MG
75	GLIPIZIDE/METFORMIN	TABLET	2.5MG;250MG
75	GLIPIZIDE/METFORMIN	TABLET	2.5MG;500MG
75	GLIPIZIDE/METFORMIN	TABLET	5MG;500MG
76	GLYBURIDE	TABLET	1.25MG
76	GLYBURIDE	TABLET	2.5MG
76	GLYBURIDE	TABLET	5MG
77	GLYBURIDE/METFORMIN	TABLET	1.25MG;250MG
77	GLYBURIDE/METFORMIN	TABLET	2.5MG;500MG
77	GLYBURIDE/METFORMIN	TABLET	5MG;500MG
78	GRISEOFULVIN	SUSPENSION (MICROSIZE)	125MG/5ML
79	HALOBETASOL PROPIONATE	CREAM	0.05%
79	HALOBETASOL PROPIONATE	OINTMENT	0.05%
80	HALOPERIDOL	TABLET	0.5MG
80	HALOPERIDOL	TABLET	10MG
80	HALOPERIDOL	TABLET	1MG
80	HALOPERIDOL	TABLET	20MG
80	HALOPERIDOL	TABLET	2MG
80	HALOPERIDOL	TABLET	5MG
81	HYDROCODONE/ACETAMINOPHEN	TABLET	325MG;10MG
81	HYDROCODONE/ACETAMINOPHEN	TABLET	325MG;5MG
82	HYDROCORTISONE VALERATE	CREAM	0.2%
83	IRBESARTAN	TABLET	150MG
83	IRBESARTAN	TABLET	300MG
83	IRBESARTAN	TABLET	75MG
84	ISOSORBIDE DINITRATE	TABLET	10MG
84	ISOSORBIDE DINITRATE	TABLET	20MG
84	ISOSORBIDE DINITRATE	TABLET	30MG
84	ISOSORBIDE DINITRATE	TABLET	5MG
85	KETOCONAZOLE	CREAM	2%
85	KETOCONAZOLE	TABLET	200MG
86	KETOPROFEN	CAPSULE	50MG
86	KETOPROFEN	CAPSULE	75MG
87	KETOROLAC TROMETHAMINE	TABLET	10MG
88	LABETALOL HCL	TABLET	100MG
88	LABETALOL HCL	TABLET	200MG
88	LABETALOL HCL	TABLET	300MG
89	LAMIVUDINE/ZIDOVUDINE (COMBIVIR)	TABLET	150MG;300MG
89	LAMIVUDINE/ZIDOVUDINE (COMBIVIR)	TABLET	300MG;150MG
90	LATANOPROST	SOLUTION	0.005%
91	LEFLUNOMIDE	TABLET	10MG
91	LEFLUNOMIDE	TABLET	20MG

92	LEVOTHYROXINE	TABLET	0.025MG
92	LEVOTHYROXINE	TABLET	0.05MG
92	LEVOTHYROXINE	TABLET	0.075MG
92	LEVOTHYROXINE	TABLET	0.088MG
92	LEVOTHYROXINE	TABLET	0.112MG
92	LEVOTHYROXINE	TABLET	0.125MG
92	LEVOTHYROXINE	TABLET	0.137MG
92	LEVOTHYROXINE	TABLET	0.15MG
92	LEVOTHYROXINE	TABLET	0.175MG
92	LEVOTHYROXINE	TABLET	0.1MG
92	LEVOTHYROXINE	TABLET	0.2MG
92	LEVOTHYROXINE	TABLET	0.3MG
93	LIDOCAINE HCL	OINTMENT	5%
94	LIDOCAINE/PRILOCAINE	CREAM	2.5%;2.5%
95	LOPERAMIDE HCL	CAPSULE	2MG
96	MEPROBAMATE	TABLET	200MG
96	MEPROBAMATE	TABLET	400MG
97	METFORMIN (F) ER	TABLET	1000MG
97	METFORMIN (F) ER	TABLET	500MG
98	METHADONE HCL	TABLET	10MG
98	METHADONE HCL	TABLET	5MG
99	METHAZOLAMIDE	TABLET	25MG
99	METHAZOLAMIDE	TABLET	50MG
100	METHOTREXATE	TABLET	2.5MG
101	METHYLPHENIDATE	TABLET	10MG
101	METHYLPHENIDATE	TABLET	20MG
101	METHYLPHENIDATE	TABLET	5MG
101	METHYLPHENIDATE ER	TABLET	20MG
102	METHYLPREDNISOLONE	TABLET	4MG
103	METRONIDAZOLE	CREAM	0.75%
103	METRONIDAZOLE	GEL	0.75%
103	METRONIDAZOLE	GEL	1%
103	METRONIDAZOLE	GEL VAGINAL	0.75%
103	METRONIDAZOLE	LOTION	0.75%
104	MOEXIPRIL HCL	TABLET	15MG
104	MOEXIPRIL HCL	TABLET	7.5MG
105	MOEXIPRIL HCL/HCTZ	TABLET	15MG;12.5MG
105	MOEXIPRIL HCL/HCTZ	TABLET	15MG;25MG
105	MOEXIPRIL HCL/HCTZ	TABLET	7.5MG;12.5MG
106	NADOLOL	TABLET	20MG
106	NADOLOL	TABLET	40MG
106	NADOLOL	TABLET	80MG
107	NAPROXEN SODIUM	TABLET	275MG
107	NAPROXEN SODIUM	TABLET	550MG
108	NEOMYCIN/POLYMYXIN/HYDROCORTISONE	SOLUTION	3.5MG;10MU;1%
109	NIACIN ER	TABLET	1000MG
109	NIACIN ER	TABLET	500MG
109	NIACIN ER	TABLET	750MG
110	NIMODIPINE	CAPSULE	30MG
111	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	100MG
111	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	25MG
111	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	50MG
112	NORETHINDRONE/ETHINYL ESTRADIOL (BALZIVA)	TABLET	0.4MG-0.035MG
113	NORTRIPTYLINE HCL	CAPSULE	10MG
113	NORTRIPTYLINE HCL	CAPSULE	25MG
113	NORTRIPTYLINE HCL	CAPSULE	50MG
113	NORTRIPTYLINE HCL	CAPSULE	75MG
114	NYSTATIN	CREAM	100MU
114	NYSTATIN	OINTMENT	100MU
114	NYSTATIN	TABLET	500MU
115	NYSTATIN/TRIAMCINOLONE	CREAM	0.1%
115	NYSTATIN/TRIAMCINOLONE	OINTMENT	0.1%
116	OMEGA 3 ACID ETHYL ESTERS	CAPSULE	1G
117	OXAPROZIN	TABLET	600MG
118	OXYBUTYNIN CHLORIDE	TABLET	5MG
119	OXYCODONE/ACETAMINOPHEN	TABLET	10MG;325MG
119	OXYCODONE/ACETAMINOPHEN	TABLET	5MG;325MG
119	OXYCODONE/ACETAMINOPHEN	TABLET	7.5MG;325MG
120	OXYCODONE HCL	SOLUTION	20MG/ML
120	OXYCODONE HCL	TABLET	15MG
120	OXYCODONE HCL	TABLET	30MG
121	PARICALCITOL	CAPSULE	1MCG
121	PARICALCITOL	CAPSULE	2MCG
121	PARICALCITOL	CAPSULE	4MCG
122	PAROMOMYCIN	CAPSULE	250MG
123	PERMETHRIN	CREAM	5%
124	PERPHENAZINE	TABLET	16MG
124	PERPHENAZINE	TABLET	2MG
124	PERPHENAZINE	TABLET	4MG
124	PERPHENAZINE	TABLET	8MG
125	PHENYTOIN SODIUM ER	CAPSULE	100MG
126	PILOCARPINE HCL	TABLET	5MG
127	PIROXICAM	CAPSULE	10MG
127	PIROXICAM	CAPSULE	20MG
128	POTASSIUM CHLORIDE ER	TABLET	10MEQ
128	POTASSIUM CHLORIDE ER	TABLET	20MEQ
128	POTASSIUM CHLORIDE ER	TABLET	8MEQ
129	PRAVASTATIN	TABLET	10MG
129	PRAVASTATIN	TABLET	20MG
129	PRAVASTATIN	TABLET	40MG
129	PRAVASTATIN	TABLET	80MG
130	PRAZOSIN HCL	CAPSULE	1MG
130	PRAZOSIN HCL	CAPSULE	2MG
130	PRAZOSIN HCL	CAPSULE	5MG

131	PREDNISOLONE ACETATE	SOLUTION/LIQUID EYE	1%
132	PREDNISONE	TABLET	10MG
132	PREDNISONE	TABLET	1MG
132	PREDNISONE	TABLET	2.5MG
132	PREDNISONE	TABLET	20MG
132	PREDNISONE	TABLET	5MG
133	PROCHLORPERAZINE	SUPPOSITORY	25MG
134	PROMETHAZINE	SUPPOSITORY	12.5MG
134	PROMETHAZINE	SUPPOSITORY	25MG
135	PROPRANOLOL	TABLET	10MG
135	PROPRANOLOL	TABLET	20MG
135	PROPRANOLOL	TABLET	40MG
135	PROPRANOLOL	TABLET	60MG
135	PROPRANOLOL	TABLET	80MG
135	PROPRANOLOL ER	CAPSULE	120MG
135	PROPRANOLOL ER	CAPSULE	160MG
135	PROPRANOLOL ER	CAPSULE	60MG
135	PROPRANOLOL ER	CAPSULE	80MG
136	RALOXIFENE HCL	TABLET	60MG
137	RANITIDINE HCL	CAPSULE	150MG
137	RANITIDINE HCL	CAPSULE	300MG
137	RANITIDINE HCL	TABLET	150MG
138	SILVER SULFADIAZINE	CREAM	1%
139	SPIRONOLACTONE/HCTZ	TABLET	25MG;25MG
140	TACROLIMUS	OINTMENT	0.03%
140	TACROLIMUS	OINTMENT	0.1%
141	TAMOXIFEN CITRATE	TABLET	10MG
141	TAMOXIFEN CITRATE	TABLET	20MG
142	TEMOZOLOMIDE	CAPSULE	100MG
142	TEMOZOLOMIDE	CAPSULE	140MG
142	TEMOZOLOMIDE	CAPSULE	180MG
142	TEMOZOLOMIDE	CAPSULE	20MG
142	TEMOZOLOMIDE	CAPSULE	250MG
142	TEMOZOLOMIDE	CAPSULE	5MG
143	TERCONAZOLE	VAGINAL CREAM	0.4%
143	TERCONAZOLE	VAGINAL CREAM	0.8%
144	THEOPHYLLINE ER	TABLET	100MG
144	THEOPHYLLINE ER	TABLET	200MG
144	THEOPHYLLINE ER	TABLET	300MG
144	THEOPHYLLINE ER	TABLET	400MG
144	THEOPHYLLINE ER	TABLET	450MG
144	THEOPHYLLINE ER	TABLET	600MG
145	TIMOLOL MALEATE	GEL	0.25%
145	TIMOLOL MALEATE	GEL	0.5%
146	TIZANIDINE HCL	TABLET	2MG
146	TIZANIDINE HCL	TABLET	4MG
147	TOBRAMYCIN	SOLUTION	300MG/5ML
148	TOBRAMYCIN/DEXAMETHASONE	SOLUTION	0.3;0.1%
149	TOLMETIN SODIUM	CAPSULE	400MG
150	TOLTERODINE TARTRATE	TABLET	1MG
150	TOLTERODINE TARTRATE	TABLET	2MG
150	TOLTERODINE TARTRATE ER	CAPSULE	2MG
150	TOLTERODINE TARTRATE ER	CAPSULE	4MG
151	TRAZODONE HCL	TABLET	100MG
152	TRIAMCINOLONE ACETONIDE	CREAM	0.025%
152	TRIAMCINOLONE ACETONIDE	CREAM	0.1%
152	TRIAMCINOLONE ACETONIDE	CREAM	0.5%
152	TRIAMCINOLONE ACETONIDE	OINTMENT	0.025%
152	TRIAMCINOLONE ACETONIDE	OINTMENT	0.1%
152	TRIAMCINOLONE ACETONIDE	OINTMENT	0.5%
153	TRIAMTERENE/HCTZ	CAPSULE	37.5MG;25MG
153	TRIAMTERENE/HCTZ	TABLET	37.5MG;25MG
153	TRIAMTERENE/HCTZ	TABLET	75MG;50MG
154	TRIFLUOPERAZINE HCL	TABLET	10MG
154	TRIFLUOPERAZINE HCL	TABLET	1MG
154	TRIFLUOPERAZINE HCL	TABLET	2MG
154	TRIFLUOPERAZINE HCL	TABLET	5MG
155	URSODIOL	CAPSULE	300MG
156	VALSARTAN HCTZ	TABLET	160MG;12.5MG
156	VALSARTAN HCTZ	TABLET	160MG;25MG
156	VALSARTAN HCTZ	TABLET	320MG;12.5MG
156	VALSARTAN HCTZ	TABLET	320MG;25MG
156	VALSARTAN HCTZ	TABLET	80MG;12.5MG
157	VERAPAMIL	TABLET	120MG
157	VERAPAMIL	TABLET	80MG
157	VERAPAMIL SR	CAPSULE	120MG
157	VERAPAMIL SR	CAPSULE	180MG
157	VERAPAMIL SR	CAPSULE	240MG
158	WARFARIN SODIUM	TABLET	10MG
158	WARFARIN SODIUM	TABLET	1MG
158	WARFARIN SODIUM	TABLET	2.5MG
158	WARFARIN SODIUM	TABLET	2MG
158	WARFARIN SODIUM	TABLET	3MG
158	WARFARIN SODIUM	TABLET	4MG
158	WARFARIN SODIUM	TABLET	5MG
158	WARFARIN SODIUM	TABLET	6MG
158	WARFARIN SODIUM	TABLET	7.5MG
159	ZOLEDRONIC ACID	IV CONCENTRATE	4MG/5ML
159	ZOLEDRONIC ACID	IV SOLUTION	5MG/100ML

EXHIBIT C

1. Actavis Holdco U.S., Inc.
2. Actavis Pharma, Inc.
3. Actavis Elizabeth, LLC
4. Akorn Inc.
5. Alvogen Inc.
6. Amneal Pharmaceuticals, Inc.
7. Amneal Pharmaceuticals, LLC
8. Apotex Corp.
9. Ascend Laboratories, LLC
10. Aurobindo Pharma USA, Inc.
11. Bausch Health Americas, Inc.
12. Bausch Health US, LLC
13. Breckenridge Pharmaceutical, Inc.
14. Camber Pharmaceuticals Inc.
15. Citron Pharma LLC
16. Dava Pharmaceuticals, LLC
17. Dr. Reddy's Laboratories, Inc.
18. Epic Pharma, LLC
19. Fougera Pharmaceuticals Inc.
20. Generics Bidco I LLC
21. Glenmark Pharmaceuticals Inc., USA.
22. Greenstone LLC
23. G&W Laboratories, Inc.
24. Heritage Pharmaceuticals, Inc.
25. Hikma Labs, Inc.
26. Hikma Pharmaceuticals USA, Inc.
27. Hi-Tech Pharmacal Co., Inc.
28. Impax Laboratories, Inc.
29. Impax Laboratories, LLC
30. Jubilant Cadista Pharmaceuticals Inc.
31. Lannett Company, Inc.
32. Lupin Pharmaceuticals, Inc.
33. Mallinckrodt Inc.
34. Mayne Pharma Inc.
35. Morton Grove Pharmaceuticals, Inc.
36. Mylan Inc.
37. Mylan Pharmaceuticals Inc.
38. Oceanside Pharmaceuticals, Inc.
39. Par Pharmaceutical Companies, Inc.
40. Par Pharmaceutical, Inc.
41. Perrigo New York, Inc.
42. Pfizer, Inc.
43. Pliva, Inc.
44. Sandoz, Inc.
45. Sun Pharmaceutical Industries, Inc.
46. Taro Pharmaceuticals U.S.A., Inc.
47. Teligent Inc.
48. Teva Pharmaceuticals USA, Inc.
49. Torrent Pharma Inc.
50. UDL Laboratories, Inc.
51. Upsher-Smith Laboratories, Inc.
52. Valeant Pharmaceuticals International
53. Valeant Pharmaceuticals North America LLC
54. Versapharm, Inc.
55. West-Ward Columbus, Inc.
56. West-Ward Pharmaceuticals Corp.
57. Wockhardt USA LLC
58. Zydus Pharmaceuticals (USA), Inc.

EXHIBIT D

Apotex Net Sales
From Start Month of Alleged Misconduct for Each Product through December 2015
For DPP Products at Issue for Apotex
By Customer

Customer Name	Apotex Net Sales	Share of Total Net Sales	Adjustment for Assignments	Adjusted Share of Total Net Sales
[redacted]	$126,853,271	20.1%	-6.3%	13.8%
	$85,629,761	13.6%	-4.7%	8.9%
	$40,896,733	6.5%	0.0%	6.5%
	$40,247,047	6.4%	0.0%	6.4%
	$31,481,663	5.0%	0.0%	5.0%
	$30,358,277	4.8%	-0.1%	4.7%
	$26,247,305	4.2%	0.0%	4.2%
	$23,862,342	3.8%	0.0%	3.8%
	$20,589,446	3.3%	0.0%	3.3%
	$18,772,158	3.0%	0.0%	3.0%
	$16,578,543	2.6%	4.7%	7.3%
	$14,327,186	2.3%	5.8%	8.1%
	$9,397,423	1.5%	0.0%	1.5%
	$8,003,614	1.3%	0.0%	1.3%
	$7,417,565	1.2%	0.0%	1.2%
	$6,944,237	1.1%	0.0%	1.1%
	$6,667,831	1.1%	0.0%	1.1%
	$6,275,971	1.0%	0.0%	1.0%
	$5,996,101	1.0%	0.0%	1.0%
	$5,621,808	0.9%	0.0%	0.9%
	$5,142,926	0.8%	0.0%	0.8%
	$5,093,949	0.8%	0.0%	0.8%
	$5,088,262	0.8%	0.0%	0.8%
	$3,857,318	0.6%	0.0%	0.6%
	$3,685,694	0.6%	0.0%	0.6%
	$3,625,590	0.6%	0.0%	0.6%
	$3,314,455	0.5%	0.0%	0.5%
	$3,242,187	0.5%	0.0%	0.5%
	$2,701,085	0.4%	0.0%	0.4%
	$2,665,846	0.4%	0.0%	0.4%
	$2,640,442	0.4%	0.0%	0.4%
	$2,568,387	0.4%	0.0%	0.4%
	$2,515,496	0.4%	0.5%	0.9%
	$2,229,419	0.4%	0.0%	0.4%
	$2,210,959	0.4%	0.0%	0.4%
	$2,204,781	0.3%	0.0%	0.3%
	$2,187,368	0.3%	0.0%	0.3%
	$2,033,580	0.3%	0.0%	0.3%
	$1,857,584	0.3%	0.0%	0.3%
	$1,832,521	0.3%	0.0%	0.3%
	$1,779,808	0.3%	0.0%	0.3%
	$1,732,295	0.3%	0.0%	0.3%
	$1,657,333	0.3%	0.0%	0.3%
	$1,633,554	0.3%	0.0%	0.3%
	$1,555,502	0.2%	0.0%	0.2%
	$1,537,885	0.2%	0.0%	0.2%
	$1,531,829	0.2%	0.0%	0.2%
	$1,485,613	0.2%	0.0%	0.2%
	$1,465,892	0.2%	0.0%	0.2%
	$1,286,078	0.2%	0.0%	0.2%
	$1,170,478	0.2%	0.0%	0.2%
	$1,051,926	0.2%	0.0%	0.2%
	$1,043,769	0.2%	0.0%	0.2%
	$1,026,209	0.2%	0.0%	0.2%
	$1,000,204	0.2%	0.0%	0.2%
	$996,073	0.2%	0.0%	0.2%
	$977,328	0.2%	0.0%	0.2%
	$914,410	0.1%	0.0%	0.1%
	$806,411	0.1%	0.0%	0.1%
	$738,823	0.1%	0.0%	0.1%
	$729,457	0.1%	0.0%	0.2%
	$714,541	0.1%	0.0%	0.1%
	$678,651	0.1%	0.0%	0.1%
	$670,842	0.1%	0.0%	0.1%
	$657,207	0.1%	0.0%	0.1%

Apotex Net Sales
From Start Month of Alleged Misconduct for Each Product through December 2015
For DPP Products at Issue for Apotex
By Customer

Customer Name	Apotex Net Sales	Share of Total Net Sales	Adjustment for Assignments	Adjusted Share of Total Net Sales
[redacted]	$634,773	0.1%	0.0%	0.1%
	$632,161	0.1%	0.0%	0.1%
	$526,439	0.1%	0.0%	0.1%
	$386,210	0.1%	0.0%	0.1%
	$381,344	0.1%	0.0%	0.1%
	$371,592	0.1%	0.0%	0.1%
	$364,420	0.1%	0.0%	0.1%
	$339,940	0.1%	0.0%	0.1%
	$311,959	0.0%	0.0%	0.0%
	$299,173	0.0%	0.0%	0.0%
	$297,362	0.0%	0.0%	0.0%
	$293,435	0.0%	0.0%	0.0%
	$285,973	0.0%	0.0%	0.0%
	$272,951	0.0%	0.0%	0.0%
	$266,227	0.0%	0.0%	0.0%
	$260,439	0.0%	0.0%	0.0%
	$248,194	0.0%	0.0%	0.0%
	$209,753	0.0%	0.0%	0.0%
	$204,579	0.0%	0.0%	0.0%
	$181,539	0.0%	0.0%	0.0%
	$168,300	0.0%	0.0%	0.0%
	$167,246	0.0%	0.0%	0.0%
	$165,829	0.0%	0.0%	0.0%
	$161,941	0.0%	0.0%	0.0%
	$130,662	0.0%	0.0%	0.0%
	$124,610	0.0%	0.0%	0.0%
	$113,097	0.0%	0.0%	0.0%
	$112,772	0.0%	0.0%	0.0%
	$86,842	0.0%	0.0%	0.0%
	$64,535	0.0%	0.0%	0.0%
	$49,314	0.0%	0.0%	0.0%
	$40,636	0.0%	0.0%	0.0%
	$35,578	0.0%	0.0%	0.0%
	$32,954	0.0%	0.0%	0.0%
	$21,632	0.0%	0.0%	0.0%
	$19,184	0.0%	0.0%	0.0%
	$18,884	0.0%	0.0%	0.0%
	$13,586	0.0%	0.0%	0.0%
	$7,631	0.0%	0.0%	0.0%
	$6,339	0.0%	0.0%	0.0%
	$5,604	0.0%	0.0%	0.0%
	$3,255	0.0%	0.0%	0.0%
	$252	0.0%	0.0%	0.0%
	$41	0.0%	0.0%	0.0%
	$16	0.0%	0.0%	0.0%
	$0	0.0%	0.0%	0.0%
	$0	0.0%	0.0%	0.0%
TOTAL	**$630,027,459**	**100.0%**	**0.0%**	**100.0%**

EXHIBIT B

Revised Version of MDL Doc. No. 2782-3

EXHIBIT 1

PUBLIC VERSION - FILED WITH REDACTIONS

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: GENERIC PHARMACEUTICALS PRICING ANTITRUST LITIGATION	MDL No. 2724 Case No. 2:16-MD-2724
THIS DOCUMENT RELATES TO: *Direct Purchaser Plaintiffs' Actions*	HON. CYNTHIA M. RUFE

DECLARATION OF DIANNE M. NAST IN SUPPORT OF DIRECT PURCHASER PLAINTIFFS' MOTION FOR AN ORDER WITH RESPECT TO THE BRECKENRIDGE SETTLEMENT: (1) CERTIFYING A SETTLEMENT CLASS; (2) GRANTING PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT; (3) APPOINTING SETTLEMENT CLASS COUNSEL; (4) APPOINTING A CLAIMS ADMINISTRATOR AND ESCROW AGENT; (5) APPROVING THE FORM AND MANNER OF NOTICE TO THE SETTLEMENT CLASS; (6) PRELIMINARILY APPROVING THE PLAN OF ALLOCATION; AND (7) SCHEDULING A FAIRNESS HEARING

Pursuant to 28 U.S.C. § 1746, I, Dianne M. Nast, hereby declare and state as follows:

1. I am admitted to practice before Courts in the Commonwealth of Pennsylvania and the State of New Jersey, the Eastern District of Pennsylvania where this Multidistrict Litigation ("MDL") is pending, and *pro hac vice* to numerous state and federal courts of the past several decades. I am the founder and managing partner of NastLaw LLC. I have been appointed by this Court as a Lead and Liaison Counsel to the Direct Purchaser Plaintiffs.

2. Attached as Exhibit A is a true and correct copy of the proposed Settlement Agreement (the "Breckenridge Settlement" or "Settlement Agreement") between Direct Purchaser Plaintiffs César Castillo, LLC, FWK Holdings, LLC, Rochester Drug Cooperative, and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc. ("DPPs" or "Settling Plaintiffs") and Defendant Breckenridge Pharmaceutical, Inc. ("Breckenridge").

3. I provide this declaration in support of DPPs' Memorandum of Law in Support of DPPs' Motion for Preliminary Approval of its Settlement with Breckenridge ("Settling Defendant," and together with DPPs, "Settling Parties").

BACKGROUND

4. In mid-2016, DPPs filed their first complaint alleging that generic drug manufacturers artificially inflated the prices of generic drugs through unlawful agreements in violation of the Sherman Act. *See KPH Healthcare, Inc. v. Lannett Company, Inc., et al.,* 2:16-cv-02432-CMR, ECF No. 1 (E.D. Pa. May 18, 2016). Shortly thereafter, DPPs brought their initial claims against Breckenridge Corp. *See, e.g., Rochester Drug Co-Operative, Inc. v. Actavis Elizabeth, LLC, et al.*, 2:16-cv-06672-CMR, ECF No. 1 (E.D. Pa. Dec. 28, 2016).

5. On August 5, 2016, pursuant to 28 U.S.C. § 1407, the Judicial Panel on Multidistrict Litigation ("JPML") centralized DPPs' then pending actions with other, factually similar actions to create the *In re: Generic Pharmaceuticals Pricing Antitrust Litigation* MDL before Judge Cynthia M. Rufe in the Eastern District of Pennsylvania.

6. After the creation of the MDL, I and my firm began serving as Lead and Liaison Counsel for DPPs. *See* Pretrial Order No. ("PTO") 2 & PTO No. 6. The Court also appointed me and other counsel to the DPP Plaintiffs' Steering Committee ("PSC"), a position I still hold along with my court appointed colleagues: Robert N. Kaplan of Kaplan Fox & Kilsheimer LLP, Linda P. Nussbaum of Nussbaum Law Group, Michael L. Roberts of Roberts Law Firm, Thomas M. Sobol of Hagens Berman Sobol Shapiro LLP, and David F. Sorensen of Berger Montague PC.

7. Since the creation of this MDL, DPPs have subsequently filed more than a dozen separate class actions, which together allege that Defendants conspired in generic markets, thereby having the impact of raising prices of over a hundred generic drugs.

8. Prior to filing each complaint, counsel for DPPs commenced and pursued extensive investigations of the generic drug market, including reviewing public data and statements and working with experts to analyze the market and potential alleged overcharges. In addition, DPPs have thoroughly researched our legal claims.

9. Many of DPPs' claims—including claims against Settling Defendant—have survived motions to dismiss. *See In re Generic Pharms. Pricing Antitrust Litig.*, 338 F. Supp. 3d 404, 458 (E.D. Pa. 2018); *In re Generic Pharms. Pricing Antitrust Litig.*, 394 F. Supp. 3d, 509, 533 (E.D. Pa. 2019).

10. DPPs have also participated in other, significant motion practice, including the briefing to set Bellwether proceedings for this MDL, opposition to the Department of Justice's Limited Stay, and Defendants' appeal of a discovery ruling that was briefed before the Supreme Court of the United States.

11. DPPs have participated in considerable discovery and related negotiations, serving multiple requests for production and sets of interrogatories and participating in dozens of meet and confers on such discovery. DPPs have participated in numerous conferences with the Court and Special Masters to address various case management and discovery issues. DPPs themselves have responded to, and continue to respond to, significant discovery requests propounded by Defendants.

12. DPPs have at all times and will continue to vigorously litigate this case.

SETTLEMENT NEGOTIATIONS

13. On behalf of the DPPs, my firm, along with co-counsel on the PSC, engaged in numerous rounds of settlement negotiations with counsel for the Settling Defendant.

14. The Settling Parties first began discussing the possibility of settlement in the summer of 2023. Numerous good-faith meetings took place during the second half of 2023, during which time the Settling Parties began negotiating the specific terms of the Settlement Agreement.

15. After many months of negotiations between the parties to reach a final agreement, including extensive negotiations over the scope of Settling Defendant's cooperation and other terms of the settlement, the Settling Parties finalized and signed the Settlement Agreement between them on January 2, 2024. The executed Settlement Agreement is attached hereto as Exhibit A.

THE SETTLEMENT AND ITS FAIRNESS

16. This is a settlement for the putative DPP class, which contains an estimated 700+ members who directly purchased one or more of certain generic drugs – as defined by Exhibit B to the Settlement – from the Settling Defendant and/or the non-Settling Defendants or Former Defendants – as defined by Exhibit C to the Settlement. This Settlement reflects an analysis of not only the damages allegedly inflicted on the putative DPP class by the Settling Defendant, but also the value of Settling Defendant's significant cooperation to aid in the continued prosecution of this case against non-Settling Defendants who remain jointly and severally liable for the damages alleged to have been suffered by the proposed DPP class.

17. The settlement negotiations between Settling Parties were, at all times, conducted at arm's length and in good faith. Throughout this process, the Settling Defendant has been represented by experienced, sophisticated antitrust counsel. Counsel for the DPPs have decades of experience litigating antitrust class actions and are capable of fairly, reasonably, and adequately evaluating the early resolution of antitrust litigation. Counsel for all parties also have

substantial experience litigating other pharmaceutical antitrust cases throughout the country, as well as decades of experience in the Eastern District of Pennsylvania.

18. During the initial investigation, litigation, and in relation to this settlement, DPPs researched, analyzed, and evaluated many contested legal and factual issues. In doing so, DPPs recognized the facts and benefits, risks and consequences of continued litigation in comparison to the proposed Settlement. The DPPs thoroughly evaluated the relative strengths and weaknesses of their litigation position during the negotiation of this settlement.

19. There was no collusion or preference among counsel for the Settling Parties at any time during these negotiations. To the contrary, the negotiations were contentious, hard-fought, and fully informed. DPPs sought and obtained a significant monetary benefit for the proposed class from the Settling Defendant and significant cooperation to aid in DPPs' continued prosecution of this action against the remaining non-settling Defendants. For the avoidance of any doubt, there was no discussion or agreement of any kind regarding the amount of attorneys' fees, costs, or service awards that DPPs' counsel or DPPs may seek from the Court relating to this settlement.

20. Under the terms of the proposed settlement agreement, Settling Defendant commits to depositing up to $5,000,000 into a Settlement Fund within 20 days following the entry of an Order granting Preliminary Approval, with the final total amount potentially decreasing to $4,355,000 depending on the aggregate dollar amount of purchases by any purchaser who may opt-out of the Settlement pursuant to Paragraph 9 of the Settlement Agreement. However, the Settlement Fund may increase by an additional $1,176,470.59 depending on the Most Favored Nation clause in Paragraph 11 of the Settlement Agreement. Additionally, the Settlement Agreement provides significant cooperation, which includes

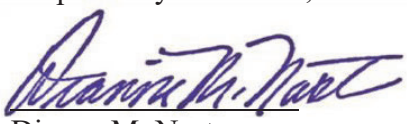
attorney proffers and summaries, access to witnesses, responses to data inquiries, and authentication and admission of documents.

21. I have personally prosecuted numerous antitrust class actions as lead counsel, co-lead counsel or in other leadership positions, and I have negotiated many settlements during those years. In my opinion, the current proposed Settlement Agreement with Breckenridge is fair, reasonable, and adequate and in the best interests of the DPP Class. This Settlement provides substantial benefits to the DPP Class and avoids the significant delays and uncertainties of continuing protracted and contentious litigation with the Settling Defendant.

I declare under penalty of perjury that the above is true and correct to the best of my knowledge.

Dated: January 23, 2024

Respectfully submitted,



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Lead and Liaison Counsel
for Direct Purchaser Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: GENERIC PHARMACEUTICALS PRICING ANTITRUST LITIGATION	MDL NO. 2724 16-MD-2724
THIS DOCUMENT RELATES TO: *ALL ACTIONS*	HON. CYNTHIA M. RUFE

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into on January 2, 2024 by and between plaintiffs César Castillo, LLC, FWK Holdings, LLC, Rochester Drug Cooperative, Inc. and KPH Healthcare Services, Inc. ("Settling Direct Purchaser Plaintiffs" or "Settling Plaintiffs"), individually and on behalf of the Settlement Class as defined in Paragraph 1 below ("Settlement Class"), by and through Dianne M. Nast, NastLaw LLC, in her capacity as Lead and Liaison Counsel ("Lead Counsel") for Direct Purchaser Plaintiffs in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (Rufe, J.) (the "Action"), and defendant Breckenridge Pharmaceutical, Inc. ("Settling Defendant") (collectively with Settling Plaintiffs, the "Settling Parties"), by and through its counsel Heather Lamberg, Freshfields Bruckhaus Deringer LLP and Jeffrey Kessler, Winston & Strawn LLP. This Settlement Agreement is intended to, and upon occurrence of the Effective Date will fully, finally, and forever resolve, compromise, discharge, and settle the claims of the Settlement Class in the Action as to Releasees (as defined in Paragraph 12), subject to the terms and conditions set forth herein. The Settlement Agreement resolves claims against Releasees only, and does not resolve, compromise, discharge, or settle any of the claims of the Settling Plaintiffs or the Settlement Class against any other defendant in the Action.

RECITATIONS

WHEREAS, Settling Plaintiffs allege for themselves and on behalf of a class of direct purchasers of generic pharmaceutical products from Settling Defendant and other generic pharmaceutical product manufacturers, that Settling Defendant and others engaged in a scheme or schemes to fix, maintain, and stabilize prices, rig bids, and engage in market and customer allocations of certain generic drugs, imposing overcharges on Settling Direct Purchaser Plaintiffs, in violation of the federal antitrust laws;

WHEREAS, Settling Defendant has not conceded or admitted any liability in the Action, and has asserted a number of defenses to the claims of Settling Direct Purchaser Plaintiffs and the Settlement Class;

WHEREAS, in consideration for its entry into the Settlement Agreement, Settling Defendant has committed to provide Lead Counsel, along with additional counsel for Settling Direct Purchaser Plaintiffs and the Settlement Class ("Settlement Class Counsel"), with substantial cooperation in their continued prosecution of the Action against other defendants;

WHEREAS, after substantial discovery of the facts, including the claims asserted in Settling Plaintiffs' complaints in the Action, and the legal and factual defenses thereto asserted by Settling Defendant, and in light of ongoing litigation against and joint and several liability of other defendants in the Action and Settling Defendant's commitment to provide substantial assistance in Settling Direct Purchaser Plaintiffs' ongoing prosecution of the Action, Settling Direct Purchaser Plaintiffs, in consultation with Lead Counsel and Settlement Class Counsel, believe that it would be in the best interests of Settling Direct Purchaser Plaintiffs and the Settlement Class to enter into this Settlement Agreement with Settling Defendant to eliminate the need for Settling Direct Purchaser Plaintiffs to devote resources to the prosecution of their claims against Settling Defendant, further the prosecution of claims against other defendants in the

Action aided by the substantial assistance of Settling Defendant, and assure a benefit to the Settlement Class;

WHEREAS, Settling Plaintiffs and Settling Defendant agree that this Settlement Agreement and the settlement it embodies (the "Settlement") and any actions taken in furtherance of either the Settlement Agreement or the Settlement shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, or regulation, or of any liability or wrongdoing by Settling Defendant or of the truth of Settling Plaintiffs' claims or allegations for purposes other than the Settlement;

WHEREAS, Lead Counsel and Settlement Class Counsel, on behalf of Settling Plaintiffs and the Settlement Class, and counsel for Settling Defendant, all of whom are highly experienced in pharmaceutical antitrust litigation and settlement, engaged in arm's-length settlement negotiations and have reached this Settlement Agreement, subject to Court approval;

WHEREAS, Settlement Class Counsel recognize the benefit of Settling Defendant's cooperation and recognize that, because of joint and several liability, the Settlement Agreement with Settling Defendant does not impair Settling Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled to from any other defendants in the Action;

WHEREAS, Settling Defendant has agreed to cooperate with Settling Plaintiffs as set forth in **Exhibit A** to this Agreement and therefore will reduce Settling Plaintiffs' burden and expense associated with prosecuting the Action;

WHEREAS, Settlement Class Counsel have concluded that the Settlement is fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23 and is in the best interests of the Settlement Class;

WHEREAS, Settling Defendant has concluded, despite its belief that it is not liable for claims asserted and that it has good defenses thereto, that it would be in its best interests to enter into this Settlement Agreement solely to avoid additional costs of further litigation and to resolve all claims asserted on behalf of the Settlement Class in the Action;

WHEREAS, the Settlement resolves claims against Releasees only, and does not resolve, compromise, discharge, or settle any of the claims of Settling Plaintiffs or the Settlement Class against any other defendant in the Action.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, and covenants contained herein, and intending to be legally bound hereby, it is agreed by the undersigned, on behalf of Settling Plaintiffs and the Settlement Class, and Settling Defendant, that the Action and all claims of the Settling Plaintiffs and the Settlement Class be settled, compromised, and dismissed with prejudice as to Releasees, with each party bearing its own costs (other than as provided for in this Settlement Agreement), subject to the approval of the Court, on the following terms and conditions:

1. **Direct Purchaser Settlement Class.** The Plaintiffs have proposed a definition, subject to Court approval of the following Settlement Class:

> All persons or entities, and their successors and assigns, that directly purchased one or more of the Named Generic Drugs from one or more Current or Former Defendants in the United States and its territories and possessions, at any time during the period from May 1, 2009 until December 31, 2019.
>
> Excluded from the Settlement Class are Current and Former Defendants and their present and former officers, directors, management, employees, subsidiaries, or affiliates, judicial officers and their personnel, and all governmental entities.

The Named Generic Drugs are set forth in **Exhibit B** ("Named Generic Drugs"). The Current and Former Defendants are set forth in **Exhibit C.**

2. **Appointment of Class Representatives.** Settling Plaintiffs shall move for certification of the Settlement Class and shall move for appointment of the Settling Plaintiffs as class representatives. Settling Defendant shall not object to such motion and shall not seek or support any appeal of any order certifying the Settlement Class, for purposes of the Settlement only.

3. **Reasonable Best Efforts to Effectuate this Settlement.** Settling Plaintiffs, Lead Counsel and Settlement Class Counsel, and Settling Defendant agree to recommend approval of this Settlement to the Court and to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, to carry out the terms of this Settlement Agreement, and to secure the prompt, complete, and final dismissal with prejudice of claims in the Action against Releasees. This includes Settling Defendant serving notice of this Settlement on the appropriate federal and state officials under the Class Action Fairness Act, 28 U.S.C. § 1715.

4. **Motion for Preliminary Approval of the Settlement.** The parties may disclose the fact that they have entered a settlement agreement as is reasonably necessary, however, the parties agree not to disclose to any other person or entity, including but not limited to any other plaintiff or defendant in the Action, the terms of this Settlement until the Settlement Agreement is submitted to the Court for preliminary approval, unless required by law or regulation or agreed to in writing by the Settling Parties. As soon as is possible and in no event later than 30 business days after the date of this Settlement Agreement, Lead Counsel and Settlement Class Counsel shall submit to the Court, and Settling Defendant shall assent to and will assist as necessary, a motion requesting preliminary approval of the Settlement, and authorizing dissemination of Notice to the Settlement Class, and seeking entry of an Order Preliminarily Approving Class

Settlement. Settling Defendant shall have the opportunity to review and approve the preliminary approval motion and exhibits before the motion is filed. The motion shall:

a. Request preliminary approval of the Settlement set forth in this Settlement Agreement as fair, reasonable, and adequate, and in the best interests of the Settlement Class, pursuant to Fed. R. Civ. P. Rule 23;

b. Request a stay of all proceedings in the Action on behalf of Settling Direct Purchaser Plaintiffs and the Settlement Class against Settling Defendant only, except those proceedings provided for or required by this Settlement Agreement. *Provided, however,* that counsel for the Settling Plaintiffs may continue to participate in discovery including depositions relating to the Settling Defendant pursued by other plaintiffs in the Action, but Settlement Class Counsel shall not act as lead examiner in any such depositions.

c. Request approval of the notice plan, providing for direct mail notice to all members of the Settlement Class who can reasonably be determined, and a publication notice, as needed; and

d. Seek a schedule for a hearing by the Court after the notice period has expired to finally approve the Settlement and Settlement Class Counsel's application for an award of attorney fees, reimbursement of expenses, and service award to the Settling Plaintiffs.

5. **Motion for Final Approval and Entry of Final Judgment**. If the Court preliminarily approves this Settlement (the "Preliminary Approval Order"), Settling Plaintiffs and the Settlement Class shall submit, and Settling Defendant shall assent to and assist as necessary, a motion requesting final approval of this Settlement by the Court (the "Final Approval Motion"), after Notice has been disseminated to the Settlement Class pursuant to the Preliminary Approval Order. The Final Approval Motion shall seek entry of an order and final

judgment ("Final Approval Order"), which Settling Defendant shall have the opportunity to review and approve before it is submitted to the Court:

a. Finding this Settlement Agreement and its terms to be a fair, reasonable, and adequate settlement as to Settling Plaintiffs and the Settlement Class within the meaning of Fed. R. Civ. P. 23 and directing its consummation pursuant to its terms;

b. Finding that Notice given constitutes due, adequate, and sufficient notice and meets the requirements of due process and the Federal Rules of Civil Procedure;

c. Finding that all members of the Settlement Class who have not executed timely and valid or otherwise Court-approved requests for exclusion shall be bound by this Settlement Agreement, including the release provisions and covenant not to sue set forth in this Settlement Agreement;

d. Incorporating the releases set forth in Paragraphs 12 and 13, below, and forever barring the Releasors (as defined in Paragraph 12) from asserting any Released Claims (as defined in Paragraph 12) against any of the Releasees as defined below;

e. Retaining exclusive jurisdiction over the Settlement and this Settlement Agreement, including the administration and consummation of this Settlement;

f. Directing that all claims by and on behalf of the Settling Plaintiffs and the Settlement Class be dismissed with prejudice as to Releasees only and, except as provided for herein, with prejudice and without costs or attorney's fees recoverable under 15 U.S.C. § 15(a); and

g. Determining pursuant to Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the Final Approval Order in the Action as to Releasees shall be final and immediately appealable.

6. **Finality of Settlement.** This Settlement Agreement and the Settlement shall become final upon the occurrence of all of the following (the "Effective Date"):

a. The Settlement and this Settlement Agreement are approved by the Court as required by Fed. R. Civ. P. 23(e);

b. The Court enters an order finally approving the Settlement substantially in the form of the Settling Parties' agreed proposed Final Approval Order, entering a final judgment of dismissal with prejudice as to Releasees only against Settling Plaintiffs and the Settlement Class;

c. The time for appeal from the Court's entry of the Final Approval Order has expired or, if the Final Approval Order is appealed, it has been resolved by agreement and withdrawn by the appealing party, or it has been affirmed by the court of last resort to which an appeal of such Final Approval Order may be taken; and

d. The Settlement is not terminated pursuant to Paragraph 17, below.

7. **Settlement Payment.** Within 20 business days following entry of the Preliminary Approval Order of the Settlement without material change from the order submitted to the Court and receipt of wiring instructions, Settling Defendant shall pay $5,000,000 (the "Settlement Payment") to the designated account (the "Settlement Fund"). If the Settlement Payment is subject to adjustment pursuant to Paragraph 9, any reduction of the Settlement Amount will be refunded to the Settling Defendant as set forth in Paragraph 9. The Settlement Fund shall be held in escrow (the "Escrow Account"), subject to the terms and conditions of an escrow agreement and in accordance with the provisions of Paragraph 8 below, pending finality of this Settlement Agreement pursuant to Paragraph 6, above.

8. The Settlement Fund.

a. Before the Court issues the Final Approval Order, disbursements for reasonable expenses, including expenses associated with providing notice of the Settlement to the Settlement Class, expenses associated with administering the Settlement, and expenses associated with developing a plan of allocation of the Settlement Fund to those who submit valid and timely claims, and any payments and expenses incurred in connection with taxation matters relating to the Settlement and this Settlement Agreement (collectively, "Administration Expenses") may be made from the Settlement Fund. Disbursements for Administration Expenses prior to or after the Effective Date may be made without court order up to a total of $150,000; all Administration Expenses incurred or owed by Settlement Class Counsel in excess of this amount whether before or after the Effective Date, shall be borne by Settlement Class Counsel, who may be repaid from the Settlement Fund, or may seek to have outstanding invoices paid from the Settlement Fund, after the Effective Date upon Court approval. In the event the Settlement Agreement is disapproved, terminated, or otherwise fails to become effective, the Settlement Fund shall be refunded to Settling Defendant plus interest earned (net of any taxes paid on such interest), minus Administration Expenses not to exceed $150,000. Court approval shall not be required for disbursements for Administration Expenses for amounts (in the aggregate) of less than $150,000. Otherwise, no disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court.

b. At all times prior to the Effective Date, the Settlement Fund shall be invested as set forth in the Escrow Agreement, in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Money Market Fund or a bank account insured by the Federal

Deposit Insurance Corporation ("FDIC") up to the guaranteed FDIC limit. After the Effective Date, the Settlement Fund shall be invested as directed in writing by Lead Counsel or her designee. All interest and dividends earned on the Settlement Fund shall become and remain part of the Settlement Fund. Any losses on the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from Settling Defendant. Settling Defendant shall have no liability, obligation, or responsibility of any kind in connection with the investment, disbursement, or other oversight of the Settlement Fund.

c. After the Effective Date, the Settlement Fund shall be distributed in accordance with the Court-approved plan for such distribution. After making the Settlement Payment, Settling Defendant shall have no responsibility whatsoever for the allocation or distribution of the Settlement Fund and shall not be responsible for disputes relating to the amount, allocation, or distribution of any fees or expenses, including attorneys' fees. Settling Defendant shall provide reasonable cooperation, as needed, in connection with claims administration, including providing data and answers to data questions.

d. Settling Defendant shall have no right of reimbursement or repayment from the Settlement Fund except pursuant to Paragraph 9 or if the Settlement Agreement is terminated as set forth in Paragraph 17 below.

e. Settling Plaintiffs, Lead Counsel and Settlement Class Counsel may be reimbursed solely out of the Settlement Fund for all expenses. Settling Defendant shall not be liable for any costs, attorneys' fees, other fees, or expenses of any of Settling Plaintiffs' or the Settlement Class's respective attorneys, experts, advisors, agents, or representatives, but any such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund.

f. To the extent that there is any ambiguity or inconsistency concerning disbursements when this Settlement Agreement and the Escrow Agreement are read together, the terms of this Settlement Agreement shall control.

9. Exclusions. Within 10 business days after the deadline for Settlement Class Members to request exclusion from the Settlement Class (as defined in Paragraph 1 above), Settlement Class Counsel will cause copies of requests for exclusion from members of the Settlement Class to be provided to counsel for Settling Defendant. The parties will then compare the list of requests for exclusion to confidential **Exhibit D,** which will reflect the share of purchases of Named Generic Drugs from Settling Defendant by all direct purchasers during the periods set forth in Exhibit D. All calculations set forth in this paragraph concerning the aggregate dollar amount of purchases by the Settlement Class Members who have filed timely and valid or otherwise Court-approved requests for exclusion ("Opt-outs") or who have entered into a written agreement with Settling Defendant to opt-out; relative to the aggregate dollar amount of purchases by the defined Settlement Class (as defined by Paragraph 1) and all calculations in Paragraph 11 shall be based on the figures set forth in the Adjusted Share of Total Net Sales Column of the Settling Defendant Net Sales of Exhibit D. If, as reflected in Exhibit D, the aggregate dollar amount of purchases by Opt-outs represents an amount equal to or greater than 20 percent of the aggregate dollar amount of purchases by the defined Settlement Class from Settling Defendant, Settling Defendant will be entitled to a reduction of $645,000 from the Settlement Payment set forth in Paragraph 7 above. If, as reflected in Exhibit D, the aggregate dollar amount of purchases by Opt-outs represents an amount less than 20 percent of the aggregate purchases by the defined Settlement Class from Settling Defendant, Settling Defendant will be entitled to a pro rata reduction of the Settlement Payment set forth in Paragraph 7 above,

up to $645,000 (*i.e.*, each one percent of aggregate purchases by Settlement Class members who filed timely and valid or otherwise Court-approved requests for exclusion shall reduce the settlement amount by $32,250, up to a maximum of 20 percent of aggregate purchases and a maximum reduction of $645,000). All reductions pursuant to this Paragraph 9 shall be refunded to the Settling Defendant from the Escrow Account within 30 calendar days after Settlement Class Counsel causes copies of requests for exclusion to be provided to counsel for Settling Defendant. As set forth in a separate letter agreement to be filed with the Court if so requested by the Court, to be filed in camera with Court permission, Settling Defendant shall have the right, but not the obligation, at its sole discretion, to rescind this Settlement Agreement at any time within 45 calendar days after Settlement Class Counsel provides copies of all timely and valid requests or otherwise Court-approved requests for exclusion from the Settlement Class to counsel for Settling Defendant. Any exclusion requests filed after the deadline to request exclusion that are nonetheless approved by the Court, shall count toward the aggregate dollar amount of purchases by Opt-outs. If either of the Settling Parties disputes any of the calculations under this paragraph and the parties cannot agree on a resolution, they shall submit the dispute to arbitration for final resolution pursuant to Paragraph 22.

10. **Cooperation.** Settling Defendant agrees to provide substantial cooperation to Settling Plaintiffs and Lead Counsel and Settlement Class Counsel in connection with the prosecution of the Action against other defendants as set further in the Cooperation Agreement between Settling Defendant and Settling Plaintiffs annexed hereto as Exhibit A, the terms of which are material to this Settlement Agreement and expressly incorporated herein. As of the execution date of this Settlement Agreement, the parties shall each suspend all discovery and motions practice between (i) Settling Plaintiffs and the Settlement Class and (ii) Settling

Defendant. Neither Settling Plaintiffs and the Settlement Class nor Settling Defendant shall be required to respond to formal discovery from the other, and neither Settling Plaintiffs nor Settling Defendant shall file motions against the other during the pendency of the Settlement Agreement. However, Settling Plaintiffs shall have the right, after consultation with counsel for Settling Defendant, to notice and take a deposition of any person whose interview or deposition is subject to the Cooperation Agreement refuses to provide reasonable cooperation to Settling Plaintiffs; in such event, Settlement Class Counsel shall have the discretion to institute process to obtain testimony from such person. For the purposes of this Paragraph 10 and Paragraph 12, invoking the Constitutional right against self-incrimination shall not be deemed a failure to provide reasonable cooperation. Counsel for Settling Plaintiffs also shall have the right, both before and after the Effective Date, to participate in discovery including attend depositions relating to the Settling Defendant pursued by other plaintiffs in the Action.

11. **Most Favored Nation.** If within 18 months following the date that the Court grants Preliminary Approval of this Settlement Agreement, Settling Defendant enters into any settlement agreement or binding term sheet with any Opt-out (as defined in Paragraph 9) (collectively, "Other Direct Purchaser Settlement"), then Settling Defendant shall provide notice of the Other Direct Purchaser Settlement to Settlement Class Counsel within 10 calendar days of signing of such Other Direct Purchaser Settlement. This paragraph applies to any Other Direct Purchaser Settlement signed within 18 months following the date that this Court grants Preliminary Approval of this Settlement Agreement even if such Other Direct Purchaser Settlement is signed before the formal notice and opt-out period has begun or expired but is signed with an entity that otherwise would have been a member of the Settlement Class. Settlement Class Counsel shall maintain the confidentiality of any information regarding Other

Direct Purchaser Settlement Agreements provided by Settling Defendant pursuant to this Paragraph, including the fact and terms of the settlement. The Notice to Settlement Class Counsel shall indicate whether the financial terms of the Other Direct Purchaser Settlement Agreement are more favorable than the terms of this Settlement Agreement. Specifically, if the financial payment made by Settling Defendant to such Opt-out in any Other Direct Purchaser Settlement (including the financial value of any non-cash terms such as discounts on product within or in consideration for such Other Direct Purchaser Settlement), when compared as a ratio to the purchases by such Opt-out of Named Generic Drugs from Settling Defendant as reflected in Exhibit D, are more favorable on a proportionate basis than the financial payment provided to the Settlement Class (as defined in Paragraph 1) after any reduction under Paragraph 9, when compared as a ratio to the purchases of Named Generic Drugs from Settling Defendant as reflected in Exhibit D, then this Settlement Agreement shall be automatically amended without any further action of the Settling Plaintiffs in an economically equivalent manner such that the Settlement Class shall receive the benefit of the more favorable financial terms as set forth in such Other Direct Purchaser Settlement; *provided, however,* that notwithstanding anything in the foregoing to the contrary:

a. The operation of this Paragraph shall apply to an individual settlement agreement with a direct purchaser, and/or assignee of a direct purchaser, that would otherwise be a member of the Settlement Class and whose individual direct purchases and assigned purchases of Named Generic Drugs from Settling Defendant represent an amount equal to or greater than two percent (2%) of Settling Defendant's aggregate direct sales, as reflected in Exhibit D. This Paragraph shall not apply to any settlement agreement with any other putative class or collective claim in the Action, nor shall it apply to any settlement with a government entity or any party

representing the claims of a government entity, even if such purchases constitute direct purchases.

b. To the extent that such a purchaser has made both direct purchases (including assigned purchases from the direct purchaser) and indirect purchases not subject to any assignment from a direct purchaser, only the financial terms of such settlement applicable to the direct purchases and assigned direct purchases, as reflected in Exhibit D, made by such purchaser shall be considered in determining the applicability of this Paragraph. Settling Defendant shall provide to Settlement Class Counsel a reasonable, good faith estimate of the percentage of the settling party's purchases from Settling Defendant that are attributable to direct purchases and assigned direct purchases. Upon good cause shown, Settlement Class Counsel shall have the right to request the underlying bases for this estimate. Settling Defendant represents and warrants that it will not artificially allocate settlement dollars or value to indirect purchases in order to avoid application of this paragraph, but that any allocation to indirect purchases will be done in good faith.

c. In no event shall any amendments to the terms of this Settlement Agreement made pursuant to this Paragraph cause the Settlement Payment to exceed $6,176,470.59. All payments made pursuant to this Paragraph shall become part of the Settlement Fund.

d. If either of the Settling Parties disputes any of the calculations pursuant to this paragraph and after good faith discussions about the dispute, the parties cannot agree to a resolution, they shall submit the dispute to arbitration for final resolution pursuant to Paragraph 22.

12. **Releases.** In addition to the effect of any final judgment entered in accordance with this Settlement Agreement, upon this Settlement Agreement becoming final as set forth in Paragraph 6 of this Settlement Agreement, and in consideration of payment of the Settlement Payment into the Settlement Fund, as specified in Paragraph 7 of this Settlement Agreement, and for other valuable consideration, the Settling Plaintiffs and all members of the Settlement Class (on behalf of themselves and their respective past and present parents, subsidiaries, and affiliates, as well as their past and present general and limited partners, officers, directors, employees, agents, attorneys, servants, predecessors, successors, heirs, executors, administrators, and representatives) ("Releasors") will agree to dismiss with prejudice Settling Defendant (and its past and present parents, subsidiaries, divisions, affiliates, stockholders, and general or limited partners, as well as its past and present respective officers, directors, employees, trustees, insurers, agents, attorneys, and any other representatives thereof) (the "Releasees"), except that this release shall not apply to any present or former officer, director, employee, trustee, insurer, agent, attorney, or other representative of the Settling Defendant who does not substantially cooperate with Settling Plaintiffs pursuant to the Cooperation Agreement and Paragraph 10 above. In the event Settling Plaintiffs have a good faith belief that Releasees have failed to substantially cooperate pursuant to the Cooperation Agreement and Paragraph 10 above, Settling Plaintiffs shall provide notice to Settling Defendant identifying the specific deficiencies and an opportunity for Settling Defendant to cure such alleged deficiencies. And as further provided under Settlement Class Counsel's reservation of rights in Paragraph 14, this Settlement Agreement does not release any non-settling defendant's liability in the Action, nor does it absolve Settling Defendant's present or former officers, directors, employees, trustees, insurers, agents, attorneys, or other representatives from their duty to cooperate in discovery in their

capacity as a current or former officer, director, employee, trustee, insurer, agent, attorney, or other representative for other, non-settling defendants. Subject to these exceptions and reservation of rights, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class member has objected to the Settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that Settling Plaintiffs and the Settlement Class, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual, contingent, or joint and several, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of, or relating in any way to, any of the claims in the Action, whether actual or alleged, from the beginning of the world up to the date of execution of this Settlement Agreement, including any conduct alleged, and causes of action asserted or that could have been alleged or asserted, based upon the allegations in the Action, relating to the Named Generic Drugs or other generic drugs that could have been named based on the facts alleged in the Action, including but not limited to those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice law, or any claims under foreign antitrust laws covering sales in the United States (the "Released Claims"). The release of Released Claims shall not preclude Settling Plaintiffs from pursuing any and all claims against other defendants for the sale of the Named Generic Drugs or other generic drugs sold by those defendants or their alleged co-conspirators. Nothing herein, and nothing in Paragraph 13, shall release any claims (a) arising in the ordinary course of business between Releasors and the Releasees arising under

Article 2 of the Uniform Commercial Code (pertaining to sales), other than claims based in whole or in part on any of the Released Claims; (b) for the indirect purchase of any of the Named Generic Drugs or any other generic drugs; (c) for negligence, breach of contract, bailment, failure to deliver, lost goods, damaged or delayed goods, breach of warranty, or product liability claims between any of the Releasees and any of the Releasors relating to any of the Named Generic Drugs or any other generic drugs, other than claims based in whole or in part on any of the Released Claims; (d) as to any generic drug, including any of the Named Generic Drugs, that is currently the subject of any unrelated pending litigation against Settling Defendant that is not part of the Action; (e) as to any generic drug, including any of the Named Generic Drugs, that is, after the date of this Settlement Agreement, the subject of any unrelated litigation brought against Settling Defendant under federal or state antitrust laws or under RICO where the allegation is that generic competition was delayed (*e.g.*, reverse payment, sham litigation, sham citizen petition, or "*Walker Process*" fraud cases) or otherwise reduced or impaired by alleged conduct other than that pled or based on the facts alleged in the Settling Plaintiffs' complaints in the Action; (f) for any claims of any type relating to any drugs other than the Named Generic Drugs, other than those pled or based on the facts alleged in the Settling Plaintiffs' complaints in the Action. Settling Plaintiffs and the Settlement Class shall not, after the Effective Date of this Settlement Agreement, seek to establish liability against any Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims.

13. **Additional Release.** In addition, upon the Effective Date, Settling Plaintiffs and each member of the Settlement Class hereby expressly waives and releases any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

> **SECTION 1542. GENERAL RELEASE–CLAIMS EXTINGUISHED. A GENERAL RELEASE DOES NOT**

EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, Settling Plaintiffs and each member of the Settlement Class also hereby expressly waives and releases any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Settling Plaintiffs and each member of the Settlement Class may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the claims that are the subject of this Paragraph, but Settling Plaintiffs and each member of the Settlement Class hereby agrees that as of the Effective Date, it expressly waives and fully, finally, and forever settles and releases as to the Releasees all known or unknown, suspected or unsuspected, accrued or unaccrued, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. For the avoidance of doubt, Settling Plaintiffs and each member of the Settlement Class also hereby agrees that as of the Effective Date, it expressly waives and fully, finally, and forever settles and releases any and all claims that would otherwise fall within the definition of Released Claims it may have against any of the Releasees under § 17200, *et seq*., of the California Business and Professions Code or any similar, comparable, or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are hereby expressly incorporated into the definition of Released Claims.

14. Reservation of Settlement Class Members' Rights Against Other Defendants.

No party other than the Releasees is intended to be, or is, included within the scope of the release contained herein. For the avoidance of doubt, neither any other defendant in the Action other than Releasees, nor any other defendant's parent(s) or successor(s) in interest is intended to be, or is, included within the scope of this release. For avoidance of doubt, if any other defendant in the Action becomes, after the date of signing of the Settlement Agreement, affiliated in any way with a Settling Defendant, including but not limited to by becoming a subsidiary or parent of any Settling Defendant, such affiliation shall have no effect on the liability of said other defendant. This Settlement is as to Releasees only and is not intended to release any claims other than those against Releasees as specified in herein. The sales of Named Generic Drugs and all other generic drugs by Settling Defendant shall, to the extent permitted or authorized by law, remain in the Action against the other current or future defendants in the Action as a potential basis for damage claims and shall be part of any joint and several liability claims against other current or future defendants in the Action or other persons or entities other than the Releasees.

15. Full Satisfaction; Limitation of Interest and Liability. Members of the Settlement Class shall look solely to the Settlement Fund for settlement and satisfaction against Releasees of all claims that are released hereunder against Releasees. Except as provided by order of the Court, no member of the Settlement Class shall have any interest in the Settlement Fund or any portion thereof. Settling Plaintiffs and Settlement Class Counsel or any other counsel acting on Settling Plaintiffs' behalf will be paid solely out of the Settlement Fund for any costs and expenses relating to the Action.

16. Attorneys' Fees and Costs.

a. Settlement Class Counsel intend to seek, solely from the Settlement Fund, attorneys' fees of up to one-third of the Settlement Fund (including interest accrued thereon and including any additional amount that is paid under Paragraph 11, but net of any reasonable costs and expenses incurred prior to Settlement), reimbursement of reasonable litigation expenses incurred in the prosecution of the Action, service awards to Settling Plaintiffs, and payment for Administration Expenses (and subsequent to the Effective Date, for expenses associated with distributing money from the Settlement Fund to qualified claimants who submit timely and approved claims). Settlement Class Counsel shall file a motion requesting approval of the Fee and Expense Award ("Motion for Fee and Expense Award") after the Court has granted preliminary approval to the Settlement but sufficiently before the expiration of the deadline for Settlement Class members to opt out or object and before the Court's final fairness hearing on the Settlement; *provided, however,* that Settlement Class Counsel may defer the final determination of any Fee and Expense Award until later in the proceedings so long as Settlement Class Counsel seek, within the timing set forth in this paragraph, a provisional set aside for a Fee and Expense Award. Settling Defendant agrees to take no position with respect to the Motion for Fee and Expense Award, or on any other application by Settlement Class Counsel for fees or expenses to be paid only from the Settlement Fund. Settlement Class Counsel shall be paid solely out of the Settlement Fund for all such fees and expenses. Settling Plaintiffs, Settlement Class Members, and their respective counsel, shall not seek payment of any attorneys' fees or costs from Releasees in the Action, or in any other action related to the Released Claims set forth above, from any source other than the Settlement Fund. Releasees shall not have any

responsibility for or liability with respect to any payment to Settlement Class Counsel of any Fee and Expense Award in the Action.

b. The procedures for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs, and expenses to be paid out of the Settlement Fund are not part of this Settlement Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to the fee and expense application, or any appeal from any such order, shall not operate to terminate or cancel this Settlement Agreement, or provide a basis to terminate or cancel this Settlement Agreement, affect or delay the finality of the Final Approval Order, or affect or delay the payment of the Fee and Expense Award.

c. After approval of any Fee and Expense Award by the Court, Settlement Class Counsel shall be entitled to have any award paid from the Settlement Fund but, if the Court's award of such fees and expenses is vacated, reversed, or reduced subsequent to the disbursement of any Fee and Expense Award, Settlement Class Counsel shall within 10 business days after receiving written notice from the Court or Settling Defendant of such vacatur, reversal, or reduction, make a refund to the Escrow Account in the amount of such vacatur, reversal, or reduction with interest; and further, if the Settlement Agreement is terminated pursuant to Paragraph 17 below, Settlement Class Counsel shall within 10 business days after giving notice to or receiving notice from Settling Defendant of such termination, make a refund to the Escrow Account in the amount of any such Fee and Expense Award with interest. The interest rate applicable to any refund made to the Escrow Account pursuant to this Paragraph shall be the same interest rate earned by the Settlement Fund during the period between the disbursement of any Fee and Expense Award and any refund required by this Paragraph.

17. Termination. Settling Defendant and Settling Plaintiffs shall each have the option to terminate the Settlement Agreement and have the Settlement Payment refunded to Settling Defendant if the Court declines to grant final approval to the Settlement Agreement without material alteration of its terms, or if such approval is set aside on appeal. Settling Defendant shall have the unilateral option to terminate the Settlement Agreement and have the Settlement Payment refunded to Settling Defendant under certain circumstances set forth in a separate letter agreement among the Settling Parties to be provided to the Court if the Court so requires, and if so required, to be filed in camera with Court permission. If the Settlement Agreement does not become final, then: (i) this Settlement Agreement shall be of no force or effect; (ii) all funds paid by Settling Defendant into the Settlement Fund, plus interest (net of any taxes paid on such interest), less any amounts paid pursuant to Paragraph 8.a above that were expended or are owed to pay Administration Expenses up to $150,000, shall be returned to Settling Defendant within 30 calendar days after the Escrow Agent receives notice of termination; (iii) any release pursuant to Paragraphs 12 and 13 above shall be of no force or effect; and (iv) litigation of the Action will resume in a reasonable manner and on a reasonable timetable to be approved by the Court. Written notice of the exercise of the right to terminate the Settlement Agreement shall be made according to the terms of Paragraph 29 below.

18. Taxes Paid by Settlement Fund.

a. The parties intend that any taxes due as a result of income earned by the Settlement Fund will be paid from the Settlement Fund. Lead and Settlement Class Counsel shall be solely responsible for directing the Claims Administrator to file all informational and other tax returns necessary to report any taxable and/or net taxable income earned by the Settlement Fund. Further, Lead Counsel shall be solely responsible for directing the Claims Administrator to

make any tax payments, including interest and penalties due, on income earned by the Settlement Fund. Lead and Settlement Class Counsel shall be entitled to direct the Escrow Agent to pay from the Escrow Account customary and reasonable tax expenses, including professional fees and expenses incurred in connection with carrying out the Escrow Agent's or tax preparer's responsibilities. Settling Defendant shall have no responsibility to make any tax filings related to the Settlement, this Settlement Agreement, or the Settlement Fund, and shall have no responsibility to pay taxes on any income earned by the Settlement Fund, or to pay taxes with respect thereto unless the Settlement is not consummated and the Settlement Fund or the net Settlement Fund is returned to Settling Defendant. Other than as specifically set forth herein, Settling Defendant shall have no responsibility for the payment of taxes or tax-related expenses. If, for any reason, for any period of time, Settling Defendant is required to pay taxes on income earned by the Settlement Fund, the Escrow Agent shall, upon written instructions from Settling Defendant with notice to Lead and Settlement Class Counsel, timely pay to Settling Defendant sufficient monies from the Settlement Fund to enable it to pay all taxes (state, federal, or other) on income earned by the Settlement Fund.

b. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "Administrator" of the Escrow Account shall be the Claims Administrator, who shall timely and properly file or cause to be filed on a timely basis, all tax returns necessary or advisable with respect to the Escrow Account (including without limitation all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B 2(1)).

c. The Settling Parties to this Settlement Agreement and their counsel shall treat, and shall cause the Escrow Agent to treat, the Settlement Fund as being at all times a

"qualified settlement fund" within the meaning of Treas. Reg. § 1.468B 1. The Settling Parties, their counsel, and the Escrow Agent agree that they will not ask the Court to take any action inconsistent with the treatment of the Escrow Accounts in this manner. In addition, the Escrow Agent and, as required, the Settling Parties shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the "relation-back election" (as defined in Treas. Reg. § 1.468B l(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Escrow Accounts being a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B.

19. **Binding Effect.** This Settlement Agreement shall be binding upon the Settling Parties hereto and inure to the benefit of the Settling Parties hereto and Releasees. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the Settling Plaintiffs, Lead Counsel and Settlement Class Counsel shall be binding upon all Settlement Class Members.

20. **Entire Agreement.** This Settlement Agreement, together with exhibits hereto and the confidential letter of understanding that, if requested, Settling Defendant and Settling Plaintiffs will submit to the Court in camera (with Court permission), reflects the entirety of the agreement by and among the Settling Parties hereto with respect to the transactions contemplated by this Settlement Agreement, and supersedes all prior agreements or understandings, whether written or oral, between or among any of the Settling Parties hereto with respect to the subject

matter hereof. The Settling Parties agree there are and have been no express or implied promises, inducements or agreements made by any Settling Party to the other except as specifically and expressly set forth within this Settlement Agreement, the exhibits hereto and the confidential letter of understanding that the Settling Parties will submit to the Court in camera with permission.

21. **Independent Settlement.** This Settlement is not conditioned on approval by any other member of the Settlement Class or settlement of any other case.

22. **Arbitration.** Any controversy, claim or dispute arising out of or relating to or in connection with the matters specifically designated to be submitted to arbitration under the Settlement Agreement shall be finally determined in arbitration in Philadelphia before Eric D. Green of Resolutions, LLC, or if he is not available, such arbitrator upon whom the parties shall mutually agree. Subject to the award of the arbitrator the parties participating in the arbitration shall pay an equal share of the arbitrator's fees. The arbitrator may award recovery of all costs (including administrative fees, arbitrator's fees and court costs, but excluding attorneys' fees) to the prevailing party. Judgment upon any award rendered may be entered in the United States District Court for the Eastern District of Pennsylvania.

23. **Headings.** The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

24. **No Party is the Drafter.** None of the Settling Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

25. **Intended Beneficiaries.** No provision of this Settlement Agreement will provide any rights to, or be enforceable by, any person or entity that is not a Settling Plaintiff or member of the Settlement Class, Lead Counsel or Settlement Class Counsel, or a Releasee. No other person shall have any rights under this Settlement Agreement and cannot enforce its terms. Neither Settling Plaintiffs nor Lead Counsel nor Settlement Class Counsel may assign or otherwise convey any right to enforce or dispute any provision of this Settlement Agreement.

26. **Choice of Law.** All terms of this Settlement Agreement shall be governed by federal common law as construed in the United States District Court for the Eastern District of Pennsylvania.

27. **Consent to Jurisdiction.** Other than as set forth in Paragraph 22, Settling Defendant and each Settlement Class member hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement, including, without limitation, any suit, action, proceeding, or dispute relating to the release provisions herein. Nothing in this Paragraph shall prohibit (a) the assertion in any forum in which a claim is brought that any release herein is a defense, in whole or in part, to such claim or (b) in the event that such a defense is asserted in such forum, the determination of its merits in that forum.

28. **Representations and Warranties.** The signatories hereto represent and warrant that they each have the requisite authority (or in the case of natural persons, the legal capacity) to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. Settling Defendant represents and warrants that it has not assumed any contractual obligation that would, in fact or at law, in the event Settling Plaintiffs prevailed

against any other defendant on the claims made in the Action, obligate Settling Defendant to indemnify, pay contribution to, be liable over to, or share in a judgment entered in favor of any Settling Plaintiff against any other defendant. Settling Defendant agrees that Settling Plaintiffs justifiably rely upon this representation and warranty and that it is material to Settling Plaintiffs' decision to enter into this Settlement Agreement with Settling Defendant.

29. **No Admission.** Nothing in this Settlement Agreement, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement, shall be construed as an admission or concession in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body, or any other body or authority, present or future, by Settling Defendant. In the event that the Court does not approve of the Settlement or the Court's approval is set aside on appeal, Releasees reserve all legal rights and defenses, including, but not limited to, any defenses relating to class certification and whether any member or excluded member of the Settlement Class is a direct purchaser of any Named Generic Drug or has standing to bring any claim.

30. **Notice.** Notice to Settling Defendant pursuant to this Settlement Agreement shall be sent by registered United States mail, return receipt requested, and electronic mail to:

Heather Lamberg
Freshfields Bruckhaus Deringer LLP
700 13th Street, NW
10th Floor
Washington, DC 20005
Heather.Lamberg@freshfields.com

Jeffrey Kessler
Winston & Strawn LLP
200 Park Avenue
New York, NY 10166
JKessler@winston.com

Notice to Settling Plaintiffs or Settlement Class Counsel pursuant to this Settlement Agreement shall be sent by United States mail and electronic mail to Lead Counsel:

Dianne M. Nast
Joseph N. Roda
NastLaw LLC
1101 Market Street
Suite 2801
Philadelphia, PA 19107
dnast@nastlaw.com
jnroda@nastlaw.com

31. **Execution in Counterparts**. This Settlement Agreement may be executed in counterparts. Signatures transmitted by electronic means shall be considered valid signatures as of the date signed.

IN WITNESS WHEREOF, the Settling Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement as of the date first herein above written.

Dianne M. Nast
NastLaw LLC
1101 Market Street
Suite 2801
Philadelphia, PA 19107
(215) 923-9300
dnast@nastlaw.com

Attorney for Plaintiffs César Castillo, LLC, FWK Holdings, LLC, Rochester Drug Cooperative, and KPH Healthcare Services, Inc. and Lead Counsel for the Direct Purchaser Class

Dated: January 2, 2024

Heather Lamberg
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Attorneys for Breckenridge Pharmaceutical, Inc.

Dated: January 2, 2024

EXHIBIT A

BRECKENRIDGE COOPERATION AGREEMENT

A. Preamble

1. This Cooperation Agreement (the "Agreement") is made between the Settling Plaintiffs, individually and on behalf of the Settlement Class, as defined in the Settlement Agreement ("Settling Plaintiffs") and Breckenridge Pharmaceutical, Inc. ("Settling Defendant").

2. The purpose of this Agreement is to set forth the terms and process by which Settling Defendant will provide substantial cooperation to Settling Plaintiffs in connection with Settling Plaintiffs' prosecution of claims in the action entitled *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (Rufe, J.) (the "Action").

3. Settling Plaintiffs and Settling Defendant agree that Settling Defendant's substantial cooperation pursuant to this Agreement is material to the Settlement Agreement to be entered by Settling Plaintiffs and Settling Defendant in the Action.

B. Scope of Substantial Cooperation

4. Within fourteen (14) calendar days of the Preliminary Approval Order, Settling Defendant's counsel shall provide to Settling Plaintiffs a list of (1) the known persons who are likely to have relevant information, indicating who are current or former employees concerning the allegations in the Action; (2) the persons who are under Settling Defendant's control; and (3) for those persons who are not under Settling Defendant's control, information sufficient to contact them directly or through their attorney.

5. Beginning no later than twenty-one (21) calendar days after the Preliminary Approval Order, Settling Defendant's counsel shall provide Settling Plaintiffs' counsel with a verbal attorney proffer[s] on up to a total of four (4) generic pharmaceutical drugs selected by Settling Plaintiffs (including all formulations) manufactured by Settling Defendant identified in

Settling Plaintiffs' complaints, and more if agreed by the Settling Plaintiffs and Settling Defendant. The proffer(s) shall be given at an agreed upon date(s) and an agreed upon location(s) or virtually. Each proffer shall provide a reasonably detailed description of the principal facts known to Settling Defendant that are relevant to the conduct alleged in the Action, including facts concerning the alleged involvement of Settling Defendant and other defendants in the Action, and including in particular all facts previously provided to the U.S. Department of Jusitce ("DOJ") or any other U.S. or state government investigative authority, in response to subpoenas, civil investigative demands, or otherwise, relating to the allegations in the Action.

6. Within the attorney proffers provided pursuant to ¶ 5 above, Settling Defendant's counsel shall also verbally provide to Settling Plaintiffs' counsel, where applicable, non-privileged summaries of interviews with persons identified pursuant to ¶ 4 above. If the written materials prepared by Settling Defendant's counsel as described herein reference or are supported by documents or data, Settling Defendant shall provide the Bates number assigned by Settling Defendant to those documents or data in this Action.

7. Within 28 business days of the Preliminary Approval Order, Settling Defendant shall undertake reasonable efforts to provide Settling Plaintiffs access to up to three (3) witnesses identified pursuant to ¶ 4 above, for a period of time up to four (4) hours each.

8. Settling Defendant agrees to use reasonable efforts to assist Settling Plaintiffs to understand data produced by Settling Defendant, including consulting with technical personnel to address questions posed by Settling Plaintiffs' data consultants, and to provide any additional information or data reasonably necessary to understand or clarify the data or otherwise render it usable by Settling Plaintiffs' experts and admissible.

9. Settling Defendant agrees to use reasonable efforts to authenticate and lay the foundation to admit as business records, where applicable, up to one hundred (100) documents and/or things produced by Settling Defendant in the Action (or more if good cause is shown) to confirm the authenticity of the documents produced by Settling Defendant in the Action, and to confirm, where applicable, that such documents and data produced by Settling Defendant qualify as business records, whether by declarations, depositions, hearings and/or trials as may be necessary for the Action to render such documents and data admissible at trial.

10. Settling Defendant agrees to use reasonable best efforts to produce up to three (3) current Settling Defendant employees as witnesses live at any trial of the Settling Plaintiffs' claims in the Action.

C. No Waiver of Privileges, Evidentiary Protections, or Confidentiality Obligations

11. Notwithstanding any other provision of this Agreement, Settling Defendant may assert where applicable the work product doctrine, the attorney-client privilege, and the common interest privilege (collectively, "Privileged Material") with respect to any statements, testimony, material, or information provided under this Agreement. Settling Defendant shall not disclose any information provided by other defendants pursuant to a common interest agreement. Settling Plaintiffs shall not request disclosure of Privileged Material, and a refusal to provide Privileged Material shall not be deemed a breach of this Agreement by Settling Defendant. Settling Plaintiffs shall be free to use statements, testimony, materials or information provided under this Agreement in any motion, opposition or other pleading in this Action or as evidence at trial in this case. Settling Plaintiffs will not otherwise disclose any statements, testimony, materials or information provided under this Agreement to any other party to this litigation, including any other plaintiff, or to any third party. Settling Plaintiffs are permitted to describe orally the scope

of cooperation with counsel for other defendants, but cannot otherwise disclose the information provided under this Agreement.

D. Confidentiality

12. Settling Plaintiffs and Settling Defendant agree that this Agreement shall remain highly confidential as specified in the Settlement Agreement.

EXHIBIT B

Exhibit B
List of Named Generic Drugs

	Molecule Name	Form	Strength
	(1)	(2)	(3)
1	ACETAZOLAMIDE	TABLET	125MG
1	ACETAZOLAMIDE	TABLET	250MG
1	ACETAZOLAMIDE ER	CAPSULE	500MG
2	ADAPALENE	CREAM	0.1%
2	ADAPALENE	GEL	0.1%
2	ADAPALENE	GEL	0.3%
3	ALBUTEROL	TABLET	2MG
3	ALBUTEROL	TABLET	4MG
4	ALCLOMETASONE DIPROPIONATE	CREAM	0.05%
4	ALCLOMETASONE DIPROPIONATE	OINTMENT	0.05%
5	ALLOPURINOL	TABLET	100MG
5	ALLOPURINOL	TABLET	300MG
6	AMANTADINE HCL	CAPSULE	100MG
7	AMILORIDE HCL/HCTZ	TABLET	5MG;50MG
8	AMITRIPTYLINE	TABLET	100MG
8	AMITRIPTYLINE	TABLET	10MG
8	AMITRIPTYLINE	TABLET	150MG
8	AMITRIPTYLINE	TABLET	25MG
8	AMITRIPTYLINE	TABLET	50MG
8	AMITRIPTYLINE	TABLET	75MG
9	AMMONIUM LACTATE	CREAM	12%
9	AMMONIUM LACTATE	LOTION	12%
10	AMOXICILLIN/CLAVULANATE	TABLET CHEWABLE	200MG;28.5MG
10	AMOXICILLIN/CLAVULANATE	TABLET CHEWABLE	400MG;57MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	10MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	20MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	30MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	5MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	10MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	15MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	20MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	25MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	30MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	5MG
12	ATENOLOL/CHLORTHALIDONE	TABLET	100MG;25MG
12	ATENOLOL/CHLORTHALIDONE	TABLET	50MG;25MG
13	ATROPINE SULFATE	SOLUTION	1%
14	BACLOFEN	TABLET	10MG
14	BACLOFEN	TABLET	20MG
15	BALSALAZIDE DISODIUM	CAPSULE	750MG
16	BENAZEPRIL HCTZ	TABLET	10MG;12.5MG
16	BENAZEPRIL HCTZ	TABLET	20MG;12.5MG
16	BENAZEPRIL HCTZ	TABLET	20MG;25MG
17	BETAMETHASONE DIPROPIONATE	CREAM	0.05%
17	BETAMETHASONE DIPROPIONATE	LOTION	0.05%
17	BETAMETHASONE DIPROPIONATE	OINTMENT	0.05%
18	BETAMETHASONE DIPROPIONATE AUGMENTED	LOTION	0.05%
19	BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	CREAM	0.05%;1%
19	BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	LOTION	0.05%;1%
20	BETAMETHASONE VALERATE	CREAM	0.1%
20	BETAMETHASONE VALERATE	LOTION	0.1%
20	BETAMETHASONE VALERATE	OINTMENT	0.1%
21	BETHANECHOL CHLORIDE	TABLET	10MG
21	BETHANECHOL CHLORIDE	TABLET	25MG
21	BETHANECHOL CHLORIDE	TABLET	50MG
21	BETHANECHOL CHLORIDE	TABLET	5MG
22	BROMOCRIPTINE MESYLATE	TABLET	2.5MG
23	BUDESONIDE	SOLUTION	0.25MG/2ML
23	BUDESONIDE	SOLUTION	0.5MG/2ML
23	BUDESONIDE	SOLUTION	1MG/2ML
23	BUDESONIDE DR	CAPSULE	3MG
24	BUSPIRONE HCL	TABLET	10MG
24	BUSPIRONE HCL	TABLET	15MG
24	BUSPIRONE HCL	TABLET	30MG
24	BUSPIRONE HCL	TABLET	5MG
24	BUSPIRONE HCL	TABLET	7.5MG
25	BUTORPHANOL TARTRATE	SPRAY	10MG/ML
26	CAPECITABINE	TABLET	150MG
26	CAPECITABINE	TABLET	500MG
27	CAPTOPRIL	TABLET	100MG
27	CAPTOPRIL	TABLET	12.5MG
27	CAPTOPRIL	TABLET	25MG
27	CAPTOPRIL	TABLET	50MG
28	CARBAMAZEPINE	TABLET	200MG
28	CARBAMAZEPINE	TABLET CHEWABLE	100MG
28	CARBAMAZEPINE ER	TABLET	100MG
28	CARBAMAZEPINE ER	TABLET	200MG
28	CARBAMAZEPINE ER	TABLET	400MG
29	CARISOPRODOL	TABLET	350MG
30	CEFDINIR	CAPSULE	300MG
30	CEFDINIR	SOLUTION	125MG/5ML

30	CEFDINIR	SOLUTION	250MG/5ML
31	CEFPROZIL	TABLET	250MG
31	CEFPROZIL	TABLET	500MG
32	CEFUROXIME AXETIL	TABLET	250MG
32	CEFUROXIME AXETIL	TABLET	500MG
33	CELECOXIB	CAPSULE	100MG
33	CELECOXIB	CAPSULE	200MG
33	CELECOXIB	CAPSULE	400MG
33	CELECOXIB	CAPSULE	50MG
34	CEPHALEXIN (CEFALEXIN)	SOLUTION	125MG/5ML
34	CEPHALEXIN (CEFALEXIN)	SOLUTION	250MG/5ML
35	CHLORPROMAZINE HCL	TABLET	100MG
35	CHLORPROMAZINE HCL	TABLET	10MG
35	CHLORPROMAZINE HCL	TABLET	200MG
35	CHLORPROMAZINE HCL	TABLET	25MG
35	CHLORPROMAZINE HCL	TABLET	50MG
36	CHOLESTYRAMINE	PACKET/ORAL SOLID	4G
36	CHOLESTYRAMINE	POWDER	4G
37	CICLOPIROX	CREAM	0.77%
37	CICLOPIROX	SHAMPOO	1%
37	CICLOPIROX	SOLUTION	8%
38	CIMETIDINE	TABLET	200MG
38	CIMETIDINE	TABLET	300MG
38	CIMETIDINE	TABLET	400MG
38	CIMETIDINE	TABLET	800MG
39	CLARITHROMYCIN ER	TABLET	500MG
40	CLINDAMYCIN PHOSPHATE	GEL	1%
40	CLINDAMYCIN PHOSPHATE	LOTION	1%
40	CLINDAMYCIN PHOSPHATE	SOLUTION	1%
40	CLINDAMYCIN PHOSPHATE	VAGINAL CREAM	2%
41	CLOBETASOL	CREAM	0.05%
41	CLOBETASOL	E CREAM	0.05%
41	CLOBETASOL	GEL	0.05%
41	CLOBETASOL	OINTMENT	0.05%
41	CLOBETASOL	SOLUTION	0.05%
42	CLOMIPRAMINE	CAPSULE	25MG
42	CLOMIPRAMINE	CAPSULE	50MG
42	CLOMIPRAMINE	CAPSULE	75MG
43	CLONIDINE ER	PATCH	0.1MG/24HR
43	CLONIDINE ER	PATCH	0.2MG/24HR
43	CLONIDINE ER	PATCH	0.3MG/24HR
44	CLOTRIMAZOLE	SOLUTION	1%
45	DESMOPRESSIN ACETATE	TABLET	0.1MG
45	DESMOPRESSIN ACETATE	TABLET	0.2MG
46	DESONIDE	CREAM	0.05%
46	DESONIDE	LOTION	0.05%
46	DESONIDE	OINTMENT	0.05%
47	DESOXIMETASONE	OINTMENT	0.25%
48	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	15MG
48	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	20MG
48	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	40MG
48	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	5MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	10MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	15MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	2.5MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	20MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	30MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	5MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	7.5MG
49	DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	10MG
49	DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	15MG
49	DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	5MG
50	DICLOFENAC POTASSIUM	TABLET	50MG
51	DIGOXIN	TABLET	0.125MG
51	DIGOXIN	TABLET	0.25MG
52	DILTIAZEM HCL	TABLET	120MG
52	DILTIAZEM HCL	TABLET	30MG
52	DILTIAZEM HCL	TABLET	60MG
52	DILTIAZEM HCL	TABLET	90MG
53	DIPHENOXYLATE/ATROPINE	TABLET	2.5MG;0.025MG
54	DIVALPROEX ER	TABLET	250MG
54	DIVALPROEX ER	TABLET	500MG
55	DOXAZOSIN MESYLATE	TABLET	1MG
55	DOXAZOSIN MESYLATE	TABLET	2MG
55	DOXAZOSIN MESYLATE	TABLET	4MG
55	DOXAZOSIN MESYLATE	TABLET	8MG
56	DOXYCYCLINE HYCLATE	CAPSULE	100MG
56	DOXYCYCLINE HYCLATE	CAPSULE	50MG
56	DOXYCYCLINE HYCLATE	TABLET	100MG
56	DOXYCYCLINE HYCLATE DR	TABLET	100MG
56	DOXYCYCLINE HYCLATE DR	TABLET	150MG
56	DOXYCYCLINE HYCLATE DR	TABLET	75MG
56	DOXYCYCLINE MONOHYDRATE	TABLET	100MG
56	DOXYCYCLINE MONOHYDRATE	TABLET	150MG
56	DOXYCYCLINE MONOHYDRATE	TABLET	50MG
56	DOXYCYCLINE MONOHYDRATE	TABLET	75MG
57	DROSPIRENONE/ETHINYL ESTRADIOL (OCELLA)	TABLET	3MG-0.02MG
57	DROSPIRENONE/ETHINYL ESTRADIOL (OCELLA)	TABLET	3MG-0.03MG
58	ECONAZOLE	CREAM	1%

59	ENALAPRIL MALEATE	TABLET	10MG
59	ENALAPRIL MALEATE	TABLET	2.5MG
59	ENALAPRIL MALEATE	TABLET	20MG
59	ENALAPRIL MALEATE	TABLET	5MG
60	ENTECAVIR	TABLET	0.5MG
60	ENTECAVIR	TABLET	1MG
61	ESTRADIOL	TABLET	0.5MG
61	ESTRADIOL	TABLET	1MG
61	ESTRADIOL	TABLET	2MG
62	ESTRADIOL/NORETHINDRONE ACETATE (MIMVEY)	TABLET	1MG-0.5MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-0.1MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.03MG-.15MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.03MG-.15MG-.01MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-0.1MG-.01MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-.15MG;.025MG-.15MG;.03MG-.15MG;.01MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.03MG-.05MG;.04MG-.075MG;.03MG-.125MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-.09MG
64	ETODOLAC	CAPSULE	200MG
64	ETODOLAC	CAPSULE	300MG
64	ETODOLAC	TABLET	400MG
64	ETODOLAC	TABLET	500MG
64	ETODOLAC ER	TABLET	400MG
64	ETODOLAC ER	TABLET	500MG
64	ETODOLAC ER	TABLET	600MG
65	EXEMESTANE	TABLET	25MG
66	FENOFIBRATE	TABLET	145MG
66	FENOFIBRATE	TABLET	48MG
67	FLUCONAZOLE	TABLET	100MG
67	FLUCONAZOLE	TABLET	150MG
67	FLUCONAZOLE	TABLET	200MG
67	FLUCONAZOLE	TABLET	50MG
68	FLUOCINOLONE ACETONIDE	CREAM	0.01%
68	FLUOCINOLONE ACETONIDE	CREAM	0.025%
68	FLUOCINOLONE ACETONIDE	OINTMENT	0.025%
68	FLUOCINOLONE ACETONIDE	SOLUTION	0.01%
69	FLUOCINONIDE	CREAM	0.05%
69	FLUOCINONIDE	CREAM	0.1%
69	FLUOCINONIDE	E CREAM	0.05%
69	FLUOCINONIDE	GEL	0.05%
69	FLUOCINONIDE	OINTMENT	0.05%
69	FLUOCINONIDE	SOLUTION	0.05%
70	FLUOXETINE HCL	TABLET	10MG
70	FLUOXETINE HCL	TABLET	15MG
70	FLUOXETINE HCL	TABLET	20MG
70	FLUOXETINE HCL	TABLET	60MG
71	FLUTICASONE PROPIONATE	SPRAY	50MCG
72	FOSINOPRIL HCTZ	TABLET	10MG;12.5MG
72	FOSINOPRIL HCTZ	TABLET	20MG;12.5MG
73	GABAPENTIN	TABLET	600MG
73	GABAPENTIN	TABLET	800MG
74	GLIMEPIRIDE	TABLET	1MG
74	GLIMEPIRIDE	TABLET	2MG
74	GLIMEPIRIDE	TABLET	4MG
75	GLIPIZIDE/METFORMIN	TABLET	2.5MG;250MG
75	GLIPIZIDE/METFORMIN	TABLET	2.5MG;500MG
75	GLIPIZIDE/METFORMIN	TABLET	5MG;500MG
76	GLYBURIDE	TABLET	1.25MG
76	GLYBURIDE	TABLET	2.5MG
76	GLYBURIDE	TABLET	5MG
77	GLYBURIDE/METFORMIN	TABLET	1.25MG;250MG
77	GLYBURIDE/METFORMIN	TABLET	2.5MG;500MG
77	GLYBURIDE/METFORMIN	TABLET	5MG;500MG
78	GRISEOFULVIN	SUSPENSION (MICROSIZE)	125MG/5ML
79	HALOBETASOL PROPIONATE	CREAM	0.05%
79	HALOBETASOL PROPIONATE	OINTMENT	0.05%
80	HALOPERIDOL	TABLET	0.5MG
80	HALOPERIDOL	TABLET	10MG
80	HALOPERIDOL	TABLET	1MG
80	HALOPERIDOL	TABLET	20MG
80	HALOPERIDOL	TABLET	2MG
80	HALOPERIDOL	TABLET	5MG
81	HYDROCODONE/ACETAMINOPHEN	TABLET	325MG;10MG
81	HYDROCODONE/ACETAMINOPHEN	TABLET	325MG;5MG
82	HYDROCORTISONE VALERATE	CREAM	0.2%
83	IRBESARTAN	TABLET	150MG
83	IRBESARTAN	TABLET	300MG
83	IRBESARTAN	TABLET	75MG
84	ISOSORBIDE DINITRATE	TABLET	10MG
84	ISOSORBIDE DINITRATE	TABLET	20MG
84	ISOSORBIDE DINITRATE	TABLET	30MG
84	ISOSORBIDE DINITRATE	TABLET	5MG
85	KETOCONAZOLE	CREAM	2%
85	KETOCONAZOLE	TABLET	200MG
86	KETOPROFEN	CAPSULE	50MG
86	KETOPROFEN	CAPSULE	75MG
87	KETOROLAC TROMETHAMINE	TABLET	10MG
88	LABETALOL HCL	TABLET	100MG
88	LABETALOL HCL	TABLET	200MG
88	LABETALOL HCL	TABLET	300MG
89	LAMIVUDINE/ZIDOVUDINE (COMBIVIR)	TABLET	150MG;300MG
89	LAMIVUDINE/ZIDOVUDINE (COMBIVIR)	TABLET	300MG;150MG
90	LATANOPROST	SOLUTION	0.005%
91	LEFLUNOMIDE	TABLET	10MG
91	LEFLUNOMIDE	TABLET	20MG

92	LEVOTHYROXINE	TABLET	0.025MG
92	LEVOTHYROXINE	TABLET	0.05MG
92	LEVOTHYROXINE	TABLET	0.075MG
92	LEVOTHYROXINE	TABLET	0.088MG
92	LEVOTHYROXINE	TABLET	0.112MG
92	LEVOTHYROXINE	TABLET	0.125MG
92	LEVOTHYROXINE	TABLET	0.137MG
92	LEVOTHYROXINE	TABLET	0.15MG
92	LEVOTHYROXINE	TABLET	0.175MG
92	LEVOTHYROXINE	TABLET	0.1MG
92	LEVOTHYROXINE	TABLET	0.2MG
92	LEVOTHYROXINE	TABLET	0.3MG
93	LIDOCAINE HCL	OINTMENT	5%
94	LIDOCAINE/PRILOCAINE	CREAM	2.5%;2.5%
95	LOPERAMIDE HCL	CAPSULE	2MG
96	MEPROBAMATE	TABLET	200MG
96	MEPROBAMATE	TABLET	400MG
97	METFORMIN (F) ER	TABLET	1000MG
97	METFORMIN (F) ER	TABLET	500MG
98	METHADONE HCL	TABLET	10MG
98	METHADONE HCL	TABLET	5MG
99	METHAZOLAMIDE	TABLET	25MG
99	METHAZOLAMIDE	TABLET	50MG
100	METHOTREXATE	TABLET	2.5MG
101	METHYLPHENIDATE	TABLET	10MG
101	METHYLPHENIDATE	TABLET	20MG
101	METHYLPHENIDATE	TABLET	5MG
101	METHYLPHENIDATE ER	TABLET	20MG
102	METHYLPREDNISOLONE	TABLET	4MG
103	METRONIDAZOLE	CREAM	0.75%
103	METRONIDAZOLE	GEL	0.75%
103	METRONIDAZOLE	GEL	1%
103	METRONIDAZOLE	GEL VAGINAL	0.75%
103	METRONIDAZOLE	LOTION	0.75%
104	MOEXIPRIL HCL	TABLET	15MG
104	MOEXIPRIL HCL	TABLET	7.5MG
105	MOEXIPRIL HCL/HCTZ	TABLET	15MG;12.5MG
105	MOEXIPRIL HCL/HCTZ	TABLET	15MG;25MG
105	MOEXIPRIL HCL/HCTZ	TABLET	7.5MG;12.5MG
106	NADOLOL	TABLET	20MG
106	NADOLOL	TABLET	40MG
106	NADOLOL	TABLET	80MG
107	NAPROXEN SODIUM	TABLET	275MG
107	NAPROXEN SODIUM	TABLET	550MG
108	NEOMYCIN/POLYMYXIN/HYDROCORTISONE	SOLUTION	3.5MG;10MU;1%
109	NIACIN ER	TABLET	1000MG
109	NIACIN ER	TABLET	500MG
109	NIACIN ER	TABLET	750MG
110	NIMODIPINE	CAPSULE	30MG
111	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	100MG
111	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	25MG
111	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	50MG
112	NORETHINDRONE/ETHINYL ESTRADIOL (BALZIVA)	TABLET	0.4MG-0.035MG
113	NORTRIPTYLINE HCL	CAPSULE	10MG
113	NORTRIPTYLINE HCL	CAPSULE	25MG
113	NORTRIPTYLINE HCL	CAPSULE	50MG
113	NORTRIPTYLINE HCL	CAPSULE	75MG
114	NYSTATIN	CREAM	100MU
114	NYSTATIN	OINTMENT	100MU
114	NYSTATIN	TABLET	500MU
115	NYSTATIN/TRIAMCINOLONE	CREAM	0.1%
115	NYSTATIN/TRIAMCINOLONE	OINTMENT	0.1%
116	OMEGA 3 ACID ETHYL ESTERS	CAPSULE	1G
117	OXAPROZIN	TABLET	600MG
118	OXYBUTYNIN CHLORIDE	TABLET	5MG
119	OXYCODONE/ACETAMINOPHEN	TABLET	10MG;325MG
119	OXYCODONE/ACETAMINOPHEN	TABLET	5MG;325MG
119	OXYCODONE/ACETAMINOPHEN	TABLET	7.5MG;325MG
120	OXYCODONE HCL	SOLUTION	20MG/ML
120	OXYCODONE HCL	TABLET	15MG
120	OXYCODONE HCL	TABLET	30MG
121	PARICALCITOL	CAPSULE	1MCG
121	PARICALCITOL	CAPSULE	2MCG
121	PARICALCITOL	CAPSULE	4MCG
122	PAROMOMYCIN	CAPSULE	250MG
123	PERMETHRIN	CREAM	5%
124	PERPHENAZINE	TABLET	16MG
124	PERPHENAZINE	TABLET	2MG
124	PERPHENAZINE	TABLET	4MG
124	PERPHENAZINE	TABLET	8MG
125	PHENYTOIN SODIUM ER	CAPSULE	100MG
126	PILOCARPINE HCL	TABLET	5MG
127	PIROXICAM	CAPSULE	10MG
127	PIROXICAM	CAPSULE	20MG
128	POTASSIUM CHLORIDE ER	TABLET	10MEQ
128	POTASSIUM CHLORIDE ER	TABLET	20MEQ
128	POTASSIUM CHLORIDE ER	TABLET	8MEQ
129	PRAVASTATIN	TABLET	10MG
129	PRAVASTATIN	TABLET	20MG
129	PRAVASTATIN	TABLET	40MG
129	PRAVASTATIN	TABLET	80MG
130	PRAZOSIN HCL	CAPSULE	1MG
130	PRAZOSIN HCL	CAPSULE	2MG
130	PRAZOSIN HCL	CAPSULE	5MG

131	PREDNISOLONE ACETATE	SOLUTION/LIQUID EYE	1%
132	PREDNISONE	TABLET	10MG
132	PREDNISONE	TABLET	1MG
132	PREDNISONE	TABLET	2.5MG
132	PREDNISONE	TABLET	20MG
132	PREDNISONE	TABLET	5MG
133	PROCHLORPERAZINE	SUPPOSITORY	25MG
134	PROMETHAZINE	SUPPOSITORY	12.5MG
134	PROMETHAZINE	SUPPOSITORY	25MG
135	PROPRANOLOL	TABLET	10MG
135	PROPRANOLOL	TABLET	20MG
135	PROPRANOLOL	TABLET	40MG
135	PROPRANOLOL	TABLET	60MG
135	PROPRANOLOL	TABLET	80MG
135	PROPRANOLOL ER	CAPSULE	120MG
135	PROPRANOLOL ER	CAPSULE	160MG
135	PROPRANOLOL ER	CAPSULE	60MG
135	PROPRANOLOL ER	CAPSULE	80MG
136	RALOXIFENE HCL	TABLET	60MG
137	RANITIDINE HCL	CAPSULE	150MG
137	RANITIDINE HCL	CAPSULE	300MG
137	RANITIDINE HCL	TABLET	150MG
138	SILVER SULFADIAZINE	CREAM	1%
139	SPIRONOLACTONE/HCTZ	TABLET	25MG;25MG
140	TACROLIMUS	OINTMENT	0.03%
140	TACROLIMUS	OINTMENT	0.1%
141	TAMOXIFEN CITRATE	TABLET	10MG
141	TAMOXIFEN CITRATE	TABLET	20MG
142	TEMOZOLOMIDE	CAPSULE	100MG
142	TEMOZOLOMIDE	CAPSULE	140MG
142	TEMOZOLOMIDE	CAPSULE	180MG
142	TEMOZOLOMIDE	CAPSULE	20MG
142	TEMOZOLOMIDE	CAPSULE	250MG
142	TEMOZOLOMIDE	CAPSULE	5MG
143	TERCONAZOLE	VAGINAL CREAM	0.4%
143	TERCONAZOLE	VAGINAL CREAM	0.8%
144	THEOPHYLLINE ER	TABLET	100MG
144	THEOPHYLLINE ER	TABLET	200MG
144	THEOPHYLLINE ER	TABLET	300MG
144	THEOPHYLLINE ER	TABLET	400MG
144	THEOPHYLLINE ER	TABLET	450MG
144	THEOPHYLLINE ER	TABLET	600MG
145	TIMOLOL MALEATE	GEL	0.25%
145	TIMOLOL MALEATE	GEL	0.5%
146	TIZANIDINE HCL	TABLET	2MG
146	TIZANIDINE HCL	TABLET	4MG
147	TOBRAMYCIN	SOLUTION	300MG/5ML
148	TOBRAMYCIN/DEXAMETHASONE	SOLUTION	0.3;0.1%
149	TOLMETIN SODIUM	CAPSULE	400MG
150	TOLTERODINE TARTRATE	TABLET	1MG
150	TOLTERODINE TARTRATE	TABLET	2MG
150	TOLTERODINE TARTRATE ER	CAPSULE	2MG
150	TOLTERODINE TARTRATE ER	CAPSULE	4MG
151	TRAZODONE HCL	TABLET	100MG
152	TRIAMCINOLONE ACETONIDE	CREAM	0.025%
152	TRIAMCINOLONE ACETONIDE	CREAM	0.1%
152	TRIAMCINOLONE ACETONIDE	CREAM	0.5%
152	TRIAMCINOLONE ACETONIDE	OINTMENT	0.025%
152	TRIAMCINOLONE ACETONIDE	OINTMENT	0.1%
152	TRIAMCINOLONE ACETONIDE	OINTMENT	0.5%
153	TRIAMTERENE/HCTZ	CAPSULE	37.5MG;25MG
153	TRIAMTERENE/HCTZ	TABLET	37.5MG;25MG
153	TRIAMTERENE/HCTZ	TABLET	75MG;50MG
154	TRIFLUOPERAZINE HCL	TABLET	10MG
154	TRIFLUOPERAZINE HCL	TABLET	1MG
154	TRIFLUOPERAZINE HCL	TABLET	2MG
154	TRIFLUOPERAZINE HCL	TABLET	5MG
155	URSODIOL	CAPSULE	300MG
156	VALSARTAN HCTZ	TABLET	160MG;12.5MG
156	VALSARTAN HCTZ	TABLET	160MG;25MG
156	VALSARTAN HCTZ	TABLET	320MG;12.5MG
156	VALSARTAN HCTZ	TABLET	320MG;25MG
156	VALSARTAN HCTZ	TABLET	80MG;12.5MG
157	VERAPAMIL	TABLET	120MG
157	VERAPAMIL	TABLET	80MG
157	VERAPAMIL SR	CAPSULE	120MG
157	VERAPAMIL SR	CAPSULE	180MG
157	VERAPAMIL SR	CAPSULE	240MG
158	WARFARIN SODIUM	TABLET	10MG
158	WARFARIN SODIUM	TABLET	1MG
158	WARFARIN SODIUM	TABLET	2.5MG
158	WARFARIN SODIUM	TABLET	2MG
158	WARFARIN SODIUM	TABLET	3MG
158	WARFARIN SODIUM	TABLET	4MG
158	WARFARIN SODIUM	TABLET	5MG
158	WARFARIN SODIUM	TABLET	6MG
158	WARFARIN SODIUM	TABLET	7.5MG
159	ZOLEDRONIC ACID	IV CONCENTRATE	4MG/5ML
159	ZOLEDRONIC ACID	IV SOLUTION	5MG/100ML

EXHIBIT C

1. Actavis Holdco U.S., Inc.
2. Actavis Pharma, Inc.
3. Actavis Elizabeth, LLC
4. Akorn Inc.
5. Alvogen Inc.
6. Amneal Pharmaceuticals, Inc.
7. Amneal Pharmaceuticals, LLC
8. Apotex Corp.
9. Ascend Laboratories, LLC
10. Aurobindo Pharma USA, Inc.
11. Bausch Health Americas, Inc.
12. Bausch Health US, LLC
13. Breckenridge Pharmaceutical, Inc.
14. Camber Pharmaceuticals Inc.
15. Citron Pharma LLC
16. Dava Pharmaceuticals, LLC
17. Dr. Reddy's Laboratories, Inc.
18. Epic Pharma, LLC
19. Fougera Pharmaceuticals Inc.
20. Generics Bidco I LLC
21. Glenmark Pharmaceuticals Inc., USA.
22. Greenstone LLC
23. G&W Laboratories, Inc.
24. Heritage Pharmaceuticals, Inc.
25. Hikma Labs, Inc.
26. Hikma Pharmaceuticals USA, Inc.
27. Hi-Tech Pharmacal Co., Inc.
28. Impax Laboratories, Inc.
29. Impax Laboratories, LLC
30. Jubilant Cadista Pharmaceuticals Inc.
31. Lannett Company, Inc.
32. Lupin Pharmaceuticals, Inc.
33. Mallinckrodt Inc.
34. Mayne Pharma Inc.
35. Morton Grove Pharmaceuticals, Inc.
36. Mylan Inc.
37. Mylan Pharmaceuticals Inc.
38. Oceanside Pharmaceuticals, Inc.
39. Par Pharmaceutical Companies, Inc.
40. Par Pharmaceutical, Inc.
41. Perrigo New York, Inc.
42. Pfizer, Inc.
43. Pliva, Inc.
44. Sandoz, Inc.
45. Sun Pharmaceutical Industries, Inc.
46. Taro Pharmaceuticals U.S.A., Inc.
47. Teligent Inc.
48. Teva Pharmaceuticals USA, Inc.
49. Torrent Pharma Inc.
50. UDL Laboratories, Inc.
51. Upsher-Smith Laboratories, Inc.
52. Valeant Pharmaceuticals International
53. Valeant Pharmaceuticals North America LLC
54. Versapharm, Inc.
55. West-Ward Columbus, Inc.
56. West-Ward Pharmaceuticals Corp.
57. Wockhardt USA LLC
58. Zydus Pharmaceuticals (USA), Inc.

Outside Counsel Only

BPI - Sum Net Sales

All DPP Products by Customer, 2010 - 2019

Corporate Family Name	BPI Net Sales	Share of Total Net Sales	Adjustments for Assignments	Adjusted Share of Total Net Sales
[redacted]	$ 71,398,752	16.5%	0.0%	16.5%
	$ 67,272,137	15.5%	-3.5%	12.0%
	$ 59,275,276	13.7%	-5.0%	8.6%
	$ 53,089,743	12.2%	-2.1%	10.1%
	$ 31,461,247	7.3%	0.6%	7.8%
	$ 21,985,758	5.1%	2.1%	7.2%
	$ 14,647,534	3.4%	0.0%	3.4%
	$ 10,915,610	2.5%	3.5%	6.1%
	$ 10,831,470	2.5%	4.3%	6.8%
	$ 7,514,255	1.7%	0.0%	1.7%
	$ 7,435,240	1.7%	0.0%	1.7%
	$ 7,111,707	1.6%	0.0%	1.6%
	$ 6,529,314	1.5%	0.0%	1.5%
	$ 5,170,664	1.2%	0.0%	1.2%
	$ 4,051,888	0.9%	0.0%	0.9%
	$ 4,028,979	0.9%	0.0%	0.9%
	$ 3,207,263	0.7%	0.0%	0.7%
	$ 3,131,637	0.7%	0.0%	0.7%
	$ 3,054,287	0.7%	0.0%	0.7%
	$ 3,007,231	0.7%	0.2%	0.9%
	$ 2,876,480	0.7%	0.0%	0.7%
	$ 2,854,986	0.7%	0.0%	0.7%
	$ 2,735,895	0.6%	0.0%	0.6%
	$ 2,731,003	0.6%	0.0%	0.6%
	$ 2,681,518	0.6%	0.0%	0.6%
	$ 2,121,814	0.5%	0.0%	0.5%
	$ 2,019,417	0.5%	0.0%	0.5%
	$ 2,016,982	0.5%	0.0%	0.5%
	$ 1,951,188	0.5%	0.0%	0.5%
	$ 1,894,132	0.4%	0.0%	0.4%
	$ 1,766,567	0.4%	0.0%	0.4%
	$ 1,479,423	0.3%	0.0%	0.3%
	$ 1,185,705	0.3%	0.0%	0.3%
	$ 923,229	0.2%	0.0%	0.2%
	$ 764,105	0.2%	0.0%	0.2%
	$ 741,911	0.2%	0.0%	0.2%
	$ 681,424	0.2%	0.0%	0.2%
	$ 508,905	0.1%	0.0%	0.1%
	$ 501,639	0.1%	0.0%	0.1%
	$ 498,064	0.1%	0.0%	0.1%
	$ 455,028	0.1%	0.0%	0.1%

Outside Counsel Only

BPI - Sum Net Sales

All DPP Products by Customer, 2010 - 2019

Corporate Family Name	BPI Net Sales	Share of Total Net Sales	Adjustments for Assignments	Adjusted Share of Total Net Sales
[redacted]	$ 440,576	0.1%	0.0%	0.1%
	$ 435,734	0.1%	0.0%	0.1%
	$ 410,348	0.1%	0.0%	0.1%
	$ 402,155	0.1%	0.0%	0.1%
	$ 390,444	0.1%	0.0%	0.1%
	$ 368,494	0.1%	0.0%	0.1%
	$ 338,629	0.1%	0.0%	0.1%
	$ 312,905	0.1%	0.0%	0.1%
	$ 293,617	0.1%	0.0%	0.1%
	$ 278,299	0.1%	0.0%	0.1%
	$ 263,839	0.1%	0.0%	0.1%
	$ 249,850	0.1%	0.0%	0.1%
	$ 234,496	0.1%	0.0%	0.1%
	$ 227,336	0.1%	0.0%	0.1%
	$ 223,451	0.1%	0.0%	0.1%
	$ 214,696	0.0%	0.0%	0.0%
	$ 199,526	0.0%	0.0%	0.0%
	$ 182,513	0.0%	0.0%	0.0%
	$ 172,067	0.0%	0.0%	0.0%
	$ 153,355	0.0%	0.0%	0.0%
	$ 137,895	0.0%	0.0%	0.0%
	$ 133,896	0.0%	0.0%	0.0%
	$ 97,102	0.0%	0.0%	0.0%
	$ 91,070	0.0%	0.0%	0.0%
	$ 90,111	0.0%	0.0%	0.0%
	$ 84,831	0.0%	0.0%	0.0%
	$ 59,404	0.0%	0.0%	0.0%
	$ 53,811	0.0%	0.0%	0.0%
	$ 49,462	0.0%	0.0%	0.0%
	$ 45,617	0.0%	0.0%	0.0%
	$ 44,090	0.0%	0.0%	0.0%
	$ 43,682	0.0%	0.0%	0.0%
	$ 36,000	0.0%	0.0%	0.0%
	$ 26,851	0.0%	0.0%	0.0%
	$ 24,132	0.0%	0.0%	0.0%
	$ 18,797	0.0%	0.0%	0.0%
	$ 18,267	0.0%	0.0%	0.0%
	$ 17,414	0.0%	0.0%	0.0%
	$ 16,934	0.0%	0.0%	0.0%
	$ 11,842	0.0%	0.0%	0.0%
	$ 11,245	0.0%	0.0%	0.0%

Outside Counsel Only

BPI - Sum Net Sales

All DPP Products by Customer, 2010 - 2019

Corporate Family Name		BPI Net Sales	Share of Total Net Sales	Adjustments for Assignments	Adjusted Share of Total Net Sales
[redacted]	$	9,150	0.0%	0.0%	0.0%
	$	8,747	0.0%	0.0%	0.0%
	$	8,470	0.0%	0.0%	0.0%
	$	8,272	0.0%	0.0%	0.0%
	$	8,163	0.0%	0.0%	0.0%
	$	7,157	0.0%	0.0%	0.0%
	$	5,284	0.0%	0.0%	0.0%
	$	4,104	0.0%	0.0%	0.0%
	$	2,843	0.0%	0.0%	0.0%
	$	2,520	0.0%	0.0%	0.0%
	$	1,753	0.0%	0.0%	0.0%
	$	892	0.0%	0.0%	0.0%
	$	631	0.0%	0.0%	0.0%
	$	76	0.0%	0.0%	0.0%
	$	54	0.0%	0.0%	0.0%
	$	(2,545)	0.0%	0.0%	0.0%
	$	(2,720)	0.0%	0.0%	0.0%
	$	(23,342)	0.0%	0.0%	0.0%
	$	(71,820)	0.0%	0.0%	0.0%
	$	(548,603)	-0.1%	0.0%	-0.1%
	$	(1,432,604)	-0.3%	0.0%	-0.3%
Total	**$**	**433,400,669**	**100%**	**0%**	**100%**

Notes:

1. [redacted] volumes include subsidiary [redacted] volumes.
2. [redacted] volumes include subsidiaries [redacted] volumes.
3. [redacted] volumes include subsidiaries [redacted] volumes.
4. [redacted] volumes include subsidiaries [redacted] volumes.
5. [redacted] volumes include subsidiaries [redacted] volumes.
6. [redacted] volumes include subsidiary [redacted] volumes.
7. [redacted] volumes include subsidiary [redacted] volumes.
8. [redacted] volumes include subsidiaries [redacted] volumes.
9. [redacted] volumes include [redacted] volumes.
10. Net sales for the following drugs are included: Estradiol, Entecavir, Gabapentin, Methylphenidate, Methylprednisolone, Prednisone, Propranolol, Zoledronic.
11. Partial assignment data available for [redacted] (2015-2019).

Sources:

1. Breckenridge direct sales data (2010-2019) and Breckenridge distributor assignment sales data (2015-2019).

Timeframe:

1. January 2010 - December 2019.

EXHIBIT C

Revised Version of MDL Doc. No. 2783-3

EXHIBIT 1

PUBLIC VERSION - FILED WITH REDACTIONS

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: GENERIC PHARMACEUTICALS PRICING ANTITRUST LITIGATION	MDL No. 2724 Case No. 2:16-MD-2724
THIS DOCUMENT RELATES TO: *Direct Purchaser Plaintiffs' Actions*	HON. CYNTHIA M. RUFE

DECLARATION OF DIANNE M. NAST IN SUPPORT OF DIRECT PURCHASER PLAINTIFFS' MOTION FOR AN ORDER WITH RESPECT TO THE HERITAGE SETTLEMENT: (1) CERTIFYING A SETTLEMENT CLASS; (2) GRANTING PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT; (3) APPOINTING SETTLEMENT CLASS COUNSEL; (4) APPOINTING A CLAIMS ADMINISTRATOR AND ESCROW AGENT; (5) APPROVING THE FORM AND MANNER OF NOTICE TO THE SETTLEMENT CLASS; (6) PRELIMINARILY APPROVING THE PLAN OF ALLOCATION; AND (7) SCHEDULING A FAIRNESS HEARING

Pursuant to 28 U.S.C. § 1746, I, Dianne M. Nast, hereby declare and state as follows:

1. I am admitted to practice before Courts in the Commonwealth of Pennsylvania and the State of New Jersey, the Eastern District of Pennsylvania where this Multidistrict Litigation ("MDL") is pending, and *pro hac vice* to numerous state and federal courts of the past several decades. I am the founder and managing partner of NastLaw LLC. I have been appointed by this Court as a Lead and Liaison Counsel to the Direct Purchaser Plaintiffs.

2. Attached as Exhibit A is a true and correct copy of the proposed Settlement Agreement (the "Heritage Settlement" or "Settlement Agreement") between Direct Purchaser Plaintiffs César Castillo, LLC, FWK Holdings, LLC, Rochester Drug Cooperative, and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc. ("DPPs" or "Settling Plaintiffs") and

Defendants Heritage Pharmaceuticals Inc. ("Heritage"), Emcure Pharmaceuticals Ltd. ("Emcure"), and Satish Mehta (collectively "Heritage").

3. I provide this declaration in support of DPPs' Memorandum of Law in Support of DPPs' Motion for Preliminary Approval of its Settlement with Heritage ("Settling Defendants," and together with DPPs, "Settling Parties").

BACKGROUND

4. In mid-2016, DPPs filed their first complaint alleging that generic drug manufacturers artificially inflated the prices of generic drugs through unlawful agreements in violation of the Sherman Act. *See KPH Healthcare, Inc. v. Lannett Company, Inc., et al.,* 2:16-cv-02432-CMR, ECF No. 1 (E.D. Pa. May 18, 2016). Shortly thereafter, DPPs brought their initial claims against Heritage Pharmaceuticals, Inc. *See, e.g.*, *Rochester Drug Co-Operative, Inc. v. Actavis Elizabeth, LLC, et al.*, 2:16-cv-06672-CMR, ECF No. 1 (E.D. Pa. Dec. 28, 2016).

5. On August 5, 2016, pursuant to 28 U.S.C. § 1407, the Judicial Panel on Multidistrict Litigation ("JPML") centralized DPPs' then pending actions with other, factually similar actions to create the *In re: Generic Pharmaceuticals Pricing Antitrust Litigation* MDL before Judge Cynthia M. Rufe in the Eastern District of Pennsylvania.

6. After the creation of the MDL, I and my firm began serving as Lead and Liaison Counsel for DPPs. *See* Pretrial Order No. ("PTO") 2 & PTO No. 6. The Court also appointed me and other counsel to the DPP Plaintiffs' Steering Committee ("PSC"), a position I still hold along with my court appointed colleagues: Robert N. Kaplan of Kaplan Fox & Kilsheimer LLP, Linda P. Nussbaum of Nussbaum Law Group, Michael L. Roberts of Roberts Law Firm, Thomas M. Sobol of Hagens Berman Sobol Shapiro LLP, and David F. Sorensen of Berger Montague PC.

7. Since the creation of this MDL, DPPs have subsequently filed more than a dozen separate class actions, which together allege that Defendants conspired in generic markets, thereby having the impact of raising prices of over a hundred generic drugs.

8. Prior to filing each complaint, counsel for DPPs commenced and pursued extensive investigations of the generic drug market, including reviewing public data and statements and working with experts to analyze the market and potential alleged overcharges. In addition, DPPs have thoroughly researched our legal claims.

9. Many of DPPs' claims—including claims against Settling Defendants—have survived motions to dismiss. *See In re Generic Pharms. Pricing Antitrust Litig.*, 338 F. Supp. 3d 404, 458 (E.D. Pa. 2018); *In re Generic Pharms. Pricing Antitrust Litig.*, 394 F. Supp. 3d, 509, 533 (E.D. Pa. 2019).

10. DPPs have also participated in other, significant motion practice, including the briefing to set Bellwether proceedings for this MDL, opposition to the Department of Justice's Limited Stay, and Defendants' appeal of a discovery ruling that was briefed before the Supreme Court of the United States.

11. DPPs have participated in considerable discovery and related negotiations, serving multiple requests for production and sets of interrogatories and participating in dozens of meet and confers on such discovery. DPPs have participated in numerous conferences with the Court and Special Masters to address various case management and discovery issues. DPPs themselves have responded to, and continue to respond to, significant discovery requests propounded by Defendants.

12. DPPs have at all times and will continue to vigorously litigate this case.

SETTLEMENT NEGOTIATIONS

13. On behalf of the DPPs, my firm, along with co-counsel on the PSC, engaged in numerous rounds of settlement negotiations with counsel for the Settling Defendants.

14. The Settling Parties first began discussing the possibility of settlement in 2021. Numerous good-faith meetings have taken place since then, during which time the Settling Parties have negotiated the specific terms of the Settlement Agreement.

15. After several years of negotiations between the parties to reach a final agreement, including extensive negotiations over the scope of Settling Defendants' cooperation and other terms of the settlement, the Settling Parties finalized and signed the Settlement Agreement between them on October 31, 2023. The executed Settlement Agreement is attached hereto as Exhibit A.

THE SETTLEMENT AND ITS FAIRNESS

16. This is a settlement for the putative DPP class, which contains an estimated 700+ members who directly purchased one or more of certain generic drugs – as defined by Exhibit A to the Heritage Settlement – from the Settling Defendants and/or the non-Settling Defendants or Former Defendants– as defined by Exhibit B to the Settlement. This Settlement reflects an analysis of not only the damages allegedly inflicted on the putative DPP class by the Settling Defendants, but also the value of Settling Defendants' significant cooperation to aid in the continued prosecution of this case against non-Settling Defendants who remain jointly and severally liable for the damages alleged to have been suffered by the proposed DPP class. Moreover, while DPPs have named Heritage as a Defendant, they have not named Emcure, Heritage's former parent or Satish Mehta as Defendants. Based upon representations made by Settling Defendants, it is DPPs' understanding that Heritage is suffering business losses or has recently realized *de minimus* profits. As a result, it is DPPs understanding that Emcure has

provided the needed funds to Heritage for this Settlement. If DPPs secured a judgment against Heritage at trial, it is uncertain whether Heritage would be able to satisfy, and any substantial judgment against Heritage may result in a bankruptcy filing. Therefore, a settlement now makes sense and is in the benefit of the Settlement Class.

17. The settlement negotiations between Settling Parties were, at all times, conducted at arm's length and in good faith. Throughout this process, the Settling Defendants have been represented by experienced, sophisticated antitrust counsel. Counsel for the DPPs have decades of experience litigating antitrust class actions and are capable of fairly, reasonably, and adequately evaluating the early resolution of antitrust litigation. Counsel for all parties also have substantial experience litigating other pharmaceutical antitrust cases throughout the country, as well as decades of experience in the Eastern District of Pennsylvania.

18. During the initial investigation, litigation, and in relation to this settlement, DPPs researched, analyzed, and evaluated many contested legal and factual issues. In doing so, DPPs recognized the facts and benefits, risks and consequences of continued litigation in comparison to the proposed Settlement. The DPPs thoroughly evaluated the relative strengths and weaknesses of their litigation position during the negotiation of this settlement.

19. There was no collusion or preference among counsel for the Settling Parties at any time during these negotiations. To the contrary, the negotiations were contentious, hard-fought, and fully informed. DPPs sought and obtained a significant monetary benefit for the proposed class from the Settling Defendants and significant cooperation to aid in DPPs' continued prosecution of this action against the remaining non-settling Defendants. For the avoidance of any doubt, there was no discussion or agreement of any kind regarding the amount of attorneys' fees, costs, or service awards that DPPs' counsel or DPPs may seek from the Court relating to this settlement.

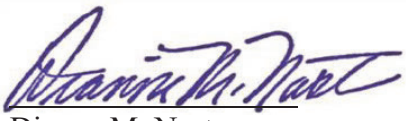
20. Under the terms of the proposed settlement agreement, Settling Defendants have deposited $10,000,000 into a Settlement Fund, which is accruing interest. However, the Settlement Fund may increase by an additional $2,500,000 depending on the Most Favored Nation clause in Paragraph 11 of the Settlement Agreement. Additionally, the Settlement Agreement provides significant cooperation, which includes, among other things, attorney proffers and summaries, access to witnesses, responses to data inquiries, and authentication and admission of documents.

21. I have personally prosecuted numerous antitrust class actions as lead counsel, co-lead counsel or in other leadership positions, and I have negotiated many settlements during those years. In my opinion, the current proposed Settlement Agreement with Heritage is fair, reasonable, and adequate and in the best interests of the DPP Class. This Settlement provides substantial benefits to the DPP Class and avoids the significant delays and uncertainties of continuing protracted and contentious litigation with the Settling Defendants.

I declare under penalty of perjury that the above is true and correct to the best of my knowledge.

Dated: January 23, 2024

Respectfully submitted,



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Lead and Liaison Counsel
for Direct Purchaser Plaintiffs

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: GENERIC PHARMACEUTICALS PRICING ANTITRUST LITIGATION	MDL NO. 2724 16-MD-2724
THIS DOCUMENT RELATES TO: *ALL ACTIONS*	HON. CYNTHIA M. RUFE

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into on October 31, 2023 by and between plaintiffs César Castillo, LLC, FWK Holdings, LLC, Rochester Drug Cooperative, Inc. and KPH Healthcare Services, Inc. ("Settling Direct Purchaser Plaintiffs" or "Settling Plaintiffs"), individually and on behalf of the Settlement Class as defined in Paragraph 1 below (the "Settlement Class"), by and through Dianne M. Nast, NastLaw LLC, in her capacity as Lead and Liaison Counsel ("Lead Counsel") for Direct Purchaser Plaintiffs in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (Rufe, J.) (the "Action"), and defendants Heritage Pharmaceuticals Inc. ("Heritage"), Emcure Pharmaceuticals Ltd. ("Emcure"), and Satish Mehta ("Mr. Mehta") (collectively, the "Settling Defendants") (collectively with Settling Plaintiffs, the "Settling Parties"), by and through their counsel, Edward B. Schwartz of Reed Smith LLP. This Settlement Agreement is intended to, and upon occurrence of the Effective Date, will fully, finally, and forever resolve, compromise, discharge, and settle the claims of the Settlement Class in the Action as to Releasees (as defined in Paragraph 12), subject to the terms and conditions set forth herein. The Settlement Agreement resolves claims against Releasees only, and does not resolve, compromise, discharge, or settle

any of the claims of the Settling Plaintiffs or the Settlement Class against any other defendant in the Action.

RECITATIONS

WHEREAS, Settling Plaintiffs allege for themselves and on behalf of a class of direct purchasers of generic pharmaceutical products from Defendant Heritage and other generic pharmaceutical product manufacturers, that Settling Defendants and others engaged in a scheme or schemes to fix, maintain, and stabilize prices, rig bids, and engage in market and customer allocations of certain generic drugs, imposing overcharges on Settling Direct Purchaser Plaintiffs, in violation of the federal antitrust laws; and

WHEREAS, Settling Defendants have not conceded or admitted any liability in the Action, and have asserted a number of legal and factual defenses to the claims of Settling Direct Purchaser Plaintiffs and the Settlement Class; and

WHEREAS, in consideration for their entry into the Settlement Agreement, Settling Defendants have provided and have committed to continue to provide Lead Counsel, along with additional counsel for Settling Direct Purchaser Plaintiffs and the Settlement Class ("Settlement Class Counsel"), with substantial cooperation in their continued prosecution of the Action against other defendants; and

WHEREAS, after substantial discovery of the facts, including the claims asserted in Settling Plaintiffs' complaints in the Action, and the legal and factual defenses thereto asserted by Settling Defendants, and in light of ongoing litigation against, and joint and several liability of, other defendants in the Action and Settling Defendants' commitment to provide continued substantial cooperation in Settling Direct Purchaser Plaintiffs' ongoing prosecution of the Action, Settling Direct Purchaser Plaintiffs, in consultation with Lead Counsel and Settlement Class Counsel, believe that it would be in the best interests of Settling Direct Purchaser Plaintiffs

and the Settlement Class to enter into this Settlement Agreement with Settling Defendants to eliminate the need for Settling Direct Purchaser Plaintiffs to devote resources to the prosecution of their claims against Settling Defendants, further the prosecution of claims against other defendants in the Action aided by the continued substantial cooperation of Settling Defendants, and assure a benefit to the Settlement Class; and

WHEREAS, Settling Plaintiffs and Settling Defendants agree that this Settlement Agreement and the settlement it embodies (the "Settlement"), and any actions taken in furtherance of either the Settlement Agreement or the Settlement, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, or regulation, or of any liability or wrongdoing by Settling Defendants or of the truth of Settling Plaintiffs' claims or allegations for purposes other than the Settlement; and

WHEREAS, Lead Counsel and Settlement Class Counsel, on behalf of Settling Plaintiffs and the Settlement Class, and counsel for Settling Defendants, all of whom are highly experienced in pharmaceutical antitrust litigation and settlement, engaged in arm's-length settlement negotiations and have reached this Settlement Agreement, subject to Court approval; and

WHEREAS, Settlement Class Counsel recognize the benefit of Settling Defendants' continued substantial cooperation and recognize that, because of joint and several liability, the Settlement Agreement with Settling Defendants does not impair Settling Plaintiffs' ability to collect the full amount of damages to which they and the Settlement Class may be entitled to from any other defendants in the Action; and

WHEREAS, Settling Defendants have agreed to cooperate with Settling Plaintiffs as set forth hereafter and therefore will reduce Settling Plaintiffs' burden and expense associated with prosecuting the Action; and

WHEREAS, Settlement Class Counsel have concluded that the Settlement is fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23, and is in the best interests of the Settlement Class; and

WHEREAS, Settling Defendants have concluded, despite their belief that they are not liable for claims asserted and that they have valid legal and factual defenses thereto, that it would be in their best interest to enter into this Settlement Agreement solely to avoid additional costs of further litigation and to resolve all claims asserted on behalf of the Settlement Class in the Action; and

WHEREAS, the Settlement resolves claims against Releasees only, and does not resolve, compromise, discharge, or settle any of the claims of Settling Plaintiffs or the Settlement Class against any other defendant in the Action.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, and covenants contained herein, and intending to be legally bound hereby, it is agreed by the undersigned, on behalf of Settling Plaintiffs and the Settlement Class, and Settling Defendants, that the Action and all claims of the Settling Plaintiffs and the Settlement Class be settled, compromised, and dismissed with prejudice as to Releasees, with each party bearing its own costs (other than as provided for in this Settlement Agreement), subject to the approval of the Court, on the following terms and conditions:

1. Direct Purchaser Settlement Class. The Settling Plaintiffs have proposed a definition, subject to Court approval, of the following Settlement Class:

> All persons or entities, and their successors and assigns, that directly purchased one or more of the Named Generic Drugs from one or more "Current or Former Defendants" in the United States and its territories and possessions, at any time during the period from May 1, 2009 until December 31, 2019.
>
> Excluded from the Settlement Class are Current and Former Defendants and their present and former officers, directors, management, employees, subsidiaries, or affiliates, judicial officers and their personnel, and all governmental entities.

The Named Generic Drugs are set forth in **Exhibit A** ("Named Generic Drugs"). The Current and Former Defendants are set forth in **Exhibit B**.

2. **Appointment of Class Representatives.** Settling Plaintiffs shall move for certification of the Settlement Class and shall move for appointment of the Settling Plaintiffs as class representatives. Settling Defendants shall not object to such motion and shall not seek or support any appeal of any order certifying the Settlement Class, for purposes of the Settlement only.

3. **Reasonable Best Efforts to Effectuate this Settlement.** Settling Plaintiffs, Lead Counsel and Settlement Class Counsel, and Settling Defendants agree to recommend approval of this Settlement to the Court and to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, to carry out the terms of this Settlement Agreement, and to secure the prompt, complete, and final dismissal with prejudice of claims in the Action against Releasees. This includes Settling Defendants serving notice of this Settlement on the appropriate federal and state officials under the Class Action Fairness Act, 28 U.S.C. § 1715.

4. **Motion for Preliminary Approval of the Settlement.** The Settling Parties may disclose the fact that they have entered into a settlement agreement as is reasonably necessary (including to auditors), however, the Settling Parties agree not to disclose to any other person or

entity, the terms of this Settlement until the Settlement Agreement is submitted to the Court for preliminary approval, unless required by law or regulation or agreed to in writing by the Settling Parties. As soon as is possible, and in no event later than thirty (30) business days after the date of this Settlement Agreement, Lead Counsel and Settlement Class Counsel shall submit to the Court, and Settling Defendants shall assent to and will assist as necessary, a motion preliminarily approving the Settlement and authorizing dissemination of notice to the Settlement Class, and seeking entry of an Order Preliminarily Approving Class Settlement. Settling Defendants shall have the opportunity to review and approve the preliminary approval motion and exhibits before the motion is filed. The motion shall:

a. Request preliminary approval of the Settlement set forth in this Settlement Agreement as fair, reasonable, and adequate, and in the best interests of the Settlement Class, pursuant to Fed. R. Civ. P. 23; and

b. Request a stay of all proceedings in the Action on behalf of Settling Direct Purchaser Plaintiffs and the Settlement Class against Settling Defendants only, except those proceedings provided for, or required by, this Settlement Agreement. *Provided, however,* that counsel for the Settling Plaintiffs may continue to participate in discovery including depositions relating to the Settling Defendants, including but not limited to current or former employees or corporate designee depositions, pursued by other plaintiffs in the Action, but Settlement Class Counsel shall not act as lead examiner in any such depositions, except with respect to former Heritage employees with whom Settlement Class Counsel have a separate cooperation agreement; and

c. Request approval of the notice plan, providing for direct mail notice to all members of the Settlement Class who can reasonably be determined, and a publication notice, as needed; and

d. Seek a schedule for a hearing by the Court after the notice period has expired to finally approve the Settlement and Settlement Class Counsel's application for an award of attorney fees, reimbursement of expenses, and service award to the Settling Plaintiffs.

5. Motion for Final Approval and Entry of Final Judgment. If the Court preliminarily approves this Settlement (the "Preliminary Approval Order"), Settling Plaintiffs and the Settlement Class shall submit, and Settling Defendants shall assent to and assist as necessary, a motion for final approval of this Settlement by the Court (the "Final Approval Motion"), after Notice has been disseminated to the Settlement Class pursuant to the Preliminary Approval Order. The Final Approval Motion, which Settling Defendants shall have the opportunity to review and approve before it is submitted to the Court, shall seek entry of an order and final judgment (the "Final Approval Order"):

a. Finding this Settlement Agreement and its terms to be a fair, reasonable, and adequate settlement as to Settling Plaintiffs and the Settlement Class within the meaning of Fed. R. Civ. P. 23 and directing its consummation pursuant to its terms; and

b. Finding that Notice given constitutes due, adequate, and sufficient notice and meets the requirements of due process and the Federal Rules of Civil Procedure; and

c. Finding that all members of the Settlement Class who have not executed timely and valid or otherwise Court-approved requests for exclusion shall be bound by

this Settlement Agreement, including the release provisions and covenant not to sue set forth in this Settlement Agreement; and

d. Incorporating the releases set forth in Paragraphs 12 and 13, below, and forever barring the Releasors (as defined in Paragraph 12) from asserting any Released Claims (as defined in Paragraph 12) against any of the Releasees as defined below; and

e. Retaining exclusive jurisdiction over the Settlement and this Settlement Agreement, including the administration and consummation of this Settlement; and

f. Directing that all claims by and on behalf of the Settling Plaintiffs and the Settlement Class be dismissed with prejudice as to Releasees only and, except as provided for herein, with prejudice and without costs or attorney's fees recoverable under 15 U.S.C. § 15(a); and

g. Determining pursuant to Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the Final Approval Order in the Action as to Releasees shall be final and immediately appealable.

6. **Finality of Settlement.** This Settlement Agreement and the Settlement shall become final upon the occurrence of all of the following (the "Effective Date"):

a. The Settlement and this Settlement Agreement are approved by the Court as required by Fed. R. Civ. P. 23(e); and

b. The Court enters an order finally approving the Settlement substantially in the form of the Settling Parties' agreed proposed Final Approval Order and entering a final judgment of dismissal with prejudice as to Releasees only against Settling Plaintiffs and the Settlement Class; and

c. The time for appeal from the Court's entry of the Final Approval Order has expired or, if the Final Approval Order is appealed, it has been resolved by agreement and withdrawn by the appealing party, or it has been affirmed by the court of last resort to which an appeal of such Final Approval Order may be taken; and

d. The Settlement is not terminated pursuant to Paragraph 17, below.

7. Settlement Payment. Within five (5) business days of the date of this Settlement Agreement and receipt of wiring instructions, Settling Defendants shall pay $10,000,000 (the "Settlement Payment") to the designated account (the "Settlement Fund"). The Settlement Fund shall be held in escrow (the "Escrow Account"), subject to the terms and conditions of an escrow agreement (the "Escrow Agreement") and in accordance with the provisions of Paragraph 8 below, pending finality of this Settlement Agreement pursuant to Paragraph 6, above.

8. The Settlement Fund.

a. Before the Court issues the Final Approval Order, disbursements for reasonable expenses, including expenses associated with providing notice of the Settlement to the Settlement Class, expenses associated with administering the Settlement, and expenses associated with developing a plan of allocation of the Settlement Fund to those who submit valid and timely claims, and any payments and expenses incurred in connection with taxation matters relating to the Settlement and this Settlement Agreement (collectively, "Administration Expenses") may be made from the Settlement Fund. Disbursements for Administration Expenses prior to or after the Effective Date may be made without court order up to a total of $150,000; all Administration Expenses incurred or owed by Settlement Class Counsel in excess of this amount whether before or after the Effective Date, shall be borne by Settlement Class

Counsel, who may be repaid from the Settlement Fund, or may seek to have outstanding invoices paid from the Settlement Fund, after the Effective Date upon Court approval. In the event the Settlement Agreement is disapproved, terminated, or otherwise fails to become effective, the Settlement Fund shall be refunded to Settling Defendants plus interest earned (net of any taxes paid on such interest), minus Administration Expenses not to exceed $150,000. Court approval shall not be required for disbursements for Administration Expenses for amounts (in the aggregate) of less than $150,000. Otherwise, no disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court.

b. At all times prior to the Effective Date, the Settlement Fund shall be invested as set forth in the Escrow Agreement, in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Money Market Fund or a bank account insured by the Federal Deposit Insurance Corporation ("FDIC") up to the guaranteed FDIC limit. After the Effective Date, the Settlement Fund shall be invested as directed in writing by Lead Counsel or her designee. All interest and dividends earned on the Settlement Fund shall become and remain part of the Settlement Fund. Any losses on the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from Settling Defendants. Settling Defendants shall have no liability, obligation, or responsibility of any kind in connection with the investment, disbursement, or other oversight of the Settlement Fund.

c. After the Effective Date, the Settlement Fund shall be distributed in accordance with the Court-approved plan for such distribution. After making the

Settlement Payment, Settling Defendants shall have no responsibility whatsoever for the allocation or distribution of the Settlement Fund and shall not be responsible for disputes relating to the amount, allocation, or distribution of any fees or expenses, including attorneys' fees. Settling Defendants shall provide reasonable cooperation, as needed, in connection with claims administration, including providing data and answers to data questions.

d. Settling Defendants shall have no right of reimbursement or repayment from the Settlement Fund except pursuant to Paragraph 9 or if the Settlement Agreement is terminated as set forth in Paragraph 17 below.

e. Settling Plaintiffs, Lead Counsel and Settlement Class Counsel may be reimbursed solely out of the Settlement Fund for all expenses. Settling Defendants shall not be liable for any costs, attorneys' fees, other fees, or expenses of any of Settling Plaintiffs' or the Settlement Class's respective attorneys, experts, advisors, agents, or representatives, but any such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund.

f. To the extent that there is any ambiguity or inconsistency concerning disbursements when this Settlement Agreement and the Escrow Agreement are read together, the terms of this Settlement Agreement shall control.

9. **Exclusions.** Within ten (10) business days after the deadline for Settlement Class Members to request exclusion from the Settlement Class (as defined in Paragraph 1 above), Settlement Class Counsel will cause copies of requests for exclusion from members of the Settlement Class to be provided to counsel for Settling Defendants. The Settling Parties will then compare the list of requests for exclusion to confidential **Exhibit C** which is a list of

Heritage's direct dollar sales to certain members of the Settlement Class during the period January 1, 2013 through December 31, 2016. If there are timely and proper opt-outs from the Settlement Class by Settlement Class members whose total purchases listed on confidential **Exhibit** C amount in the aggregate to more than a certain percentage of the total dollar sales listed on confidential **Exhibit C**, Settling Defendants shall have the right but not the obligation, to terminate the settlement within thirty (30) days from the date counsel for the Settling Defendants receives copies of the requests for exclusion from Settlement Class Counsel. If Settling Defendants exercise the termination option, the Settlement Amount, less any costs for Notice and Administration, not to exceed $150,000, shall be refunded to Settling Defendants. If either the Settling Plaintiffs or Settling Defendants disputes any of the calculations under this paragraph and the Settling Parties cannot agree on a resolution, they shall submit the dispute to arbitration for final resolution pursuant to Paragraph 22.

10. **Cooperation.** Settling Defendants have to date provided substantial cooperation to Settling Plaintiffs in the form of providing an account of the facts known to them that are potentially relevant to the claims in the Action; furnishing documents and data in their possession, custody, or control that are potentially relevant to the Settling Plaintiffs' claims in the Action; and exercising best efforts to secure and facilitate cooperation from cooperating individuals covered by their conditional leniency agreements and to make themselves available for interviews. Settling Plaintiffs do not intend to, and will not, take any actions to oppose or otherwise interfere with Settling Defendants' efforts to obtain from the Court a determination that Settling Defendants have provided satisfactory cooperation, pursuant to ACPERA Section 213(c), with respect to their obligations under Section 213(b). For the purposes of clarity, providing truthful, factual responses to questions posed to Settling Plaintiffs' counsel by the

Court regarding Settling Defendants' cooperation shall not constitute a violation of this provision. Settling Defendants shall continue to provide such cooperation at a minimum to the Settling Plaintiffs, and their counsel, as a condition of this Settlement. Additional areas of cooperation shall include the following:

a. Reasonable efforts to assist the Settling Plaintiffs to understand data produced by Heritage and/or Emcure, including consulting with technical personnel to address questions posed by the Settling Plaintiffs' data consultants, and to provide any additional information or data reasonably necessary to understand or clarify the data or otherwise render it admissible, and to provide additional data as may be reasonably necessary.

b. Reasonable efforts to authenticate and lay the foundation to admit as business records any documents identified by the Settling Plaintiffs for use in this Action including the provision of testimony at trial or through the submission of an affidavit or declaration in lieu of testimony at trial, if appropriate.

c. Production and authentication of any customer lists of the direct purchasers of the Named Generic Drugs.

d. Identification of persons who are or were working for Heritage and/or Emcure who are likely to have relevant information about the alleged conduct in this Action, including whether such persons remain under the control of Settling Defendants. The Settling Parties agree for purposes of this provision that Settling Defendants need not produce Mr. Mehta for an interview unless Settling Plaintiffs can demonstrate that he has information relevant to Settling Plaintiffs' claims that cannot be provided by other witnesses.

e. Attorney proffers on Heritage's, Emcure's, Mr. Mehta's, and current and former employees' knowledge and roles in the conduct alleged in this Action to the extent not already provided.

f. Best efforts to provide access to persons identified in ¶¶ 10(d) and 10(h) for interviews, including Matthew Edelson and Anne Sather, to the extent not already provided.

g. Production of witnesses identified in ¶¶ 10(d) and 10(h) for testimony at trial.

h. Identification of persons at Heritage and/or Emcure who are likely to have relevant information concerning Heritage's pricing information contained in other defendants' documents, and the accuracy of this information, for drugs named in the Settling Plaintiffs' complaints.

i. Identification of price increases implemented by Heritage during the relevant time period for each drug named in the Settling Plaintiffs' respective complaints as to which Settling Plaintiffs allege Heritage entered into a product-specific conspiracy, including identification of supportive documents and data by Bates number.

11. **Most Favored Nation.** If, within one (1) year from preliminary approval by the Court of this Settlement Agreement, Settling Defendants settle with an opt-out from the Settlement Class on a more favorable basis (as measured by percentage of relevant Heritage sales to the opt-out reflected by the payment), (unless the higher payment to such opt-out(s) results from a material change in damages exposure in the Action faced by Settling Defendants arising from a development in the Action (e.g., a decision on a substantive motion)), Settling Defendants shall make an additional payment to the Settlement Fund equal to the amount by which the opt-

out settlement exceeds what the opt-out would have received under this Settlement. This provision will not apply to settlements with an opt-out whose purchases represent less than two percent (2%) of the dollar total of Heritage sales listed on confidential **Exhibit D**. Within ten (10) business days of Settling Defendants entering into any settlement agreement (during the above time period) with an opt-out from the Settlement Class, Settling Defendants shall inform Settling Plaintiffs' Lead Counsel and members of Settling Plaintiffs Steering Committee of the amount and terms of any such Settlement Agreement. Total additional payments arising from this provision shall not exceed $2,500,000 for this Settlement.

12. **Releases.** In addition to the effect of any final judgment entered in accordance with this Settlement Agreement, upon this Settlement Agreement becoming final as set forth in Paragraph 6 of this Settlement Agreement, and in consideration of payment of the Settlement Payment into the Settlement Fund, as specified in Paragraph 7 of this Settlement Agreement, and for other valuable consideration, the Settling Plaintiffs and all members of the Settlement Class (on behalf of themselves and their respective past and present parents, subsidiaries, and affiliates, as well as their past and present general and limited partners, officers, directors, employees, agents, attorneys, servants, predecessors, successors, heirs, executors, administrators, and representatives) (the "Releasors") will agree to dismiss Settling Defendants (and their past and present parents, subsidiaries, divisions, affiliates, stockholders, and general or limited partners, as well as their past and present respective officers, directors, employees, trustees, insurers, agents, attorneys, and any other representatives thereof, except for Jason Malek and/or Jeffrey Glazer) (the "Releasees"), except that this release shall not apply to any present or former officer, director, employee, trustee, insurer, agent, attorney, or other representative of the Settling Defendants who does not cooperate with Settling Plaintiffs pursuant to a cooperation agreement

and Paragraph 10 above. For the avoidance of doubt, this Settlement Agreement and the provisions contained herein, including but not limited to this Paragraph, do not in any way include or apply to Jason Malek and/or Jeffrey Glazer. Counsel for the Settling Defendants does not represent Jason Malek and/or Jeffrey Glazer and Jason Malek and/or Jeffrey Glazer are not signatories to this Settlement Agreement. And as further provided under Settlement Class Counsel's reservation of rights in Paragraph 14, this Settlement Agreement does not release any non-settling defendant's liability in the Action, nor does it absolve any Settling Defendant's present or former officers, directors, employees, trustees, insurers, agents, attorneys, or other representatives from their duty to cooperate in discovery in their capacity as a current or former officer, director, employee, trustee, insurer, agent, attorney, or other representative for other, non-settling defendants. Subject to these exceptions and reservation of rights, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class member has objected to the Settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that Settling Plaintiffs and the Settlement Class, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual, contingent, or joint and several, liquidated or unliquidated claims, injuries, restitution, damages, and the consequences thereof in any way arising out of, or relating in any way to, any of the claims in the Action, whether actual or alleged, from the beginning of the world up to the date of execution of this Settlement Agreement, including any conduct alleged, and causes of action asserted or that could have been alleged or asserted, based upon the allegations in the Action,

relating to (a) the Settling Plaintiffs' overarching conspiracy claims, and (b) any formulations of the Named Generic Drugs and other generic drugs that could have been named based on the facts alleged in the Action, including Hydralazine HCL, Methimazole, and Metronidazole tablets, including but not limited to those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, or trade practice law (the "Released Claims"). The release of Released Claims shall not preclude Settling Plaintiffs from pursuing any and all claims against other defendants for the sale of the Named Generic Drugs or other generic drugs sold by those defendants or their alleged co-conspirators. Nothing herein, and nothing in Paragraph 13, shall release any claims (a) arising in the ordinary course of business between Releasors and the Releasees arising under Article 2 of the Uniform Commercial Code (pertaining to sales), other than claims based in whole or in part on any of the Released Claims; (b) for the indirect purchase of any of the Named Generic Drugs or any other generic drugs; (c) for negligence, breach of contract, bailment, failure to deliver, lost goods, damaged or delayed goods, breach of warranty, or product liability claims between any of the Releasees and any of the Releasors relating to any of the Named Generic Drugs or any other generic drugs, other than claims based in whole or in part on any of the Released Claims; (d) as to any generic drug, including any of the Named Generic Drugs, that is currently the subject of any unrelated pending litigation against Settling Defendants that is not part of the Action; (e) as to any generic drug, including any of the Named Generic Drugs, that is, after the date of this Settlement Agreement, the subject of any unrelated litigation brought against Settling Defendants under federal or state antitrust laws or under RICO where the allegation is that generic competition was delayed (e.g., reverse payment, sham litigation, sham citizen petition, or "*Walker Process*" fraud cases) or otherwise reduced or impaired by alleged conduct other than that pled or based on the

facts alleged in the Settling Plaintiffs' complaints in the Action; (f) for any claims of any type relating to any drugs other than the Named Generic Drugs, other than those actual and potential claims expressly released above in this Paragraph 12. Settling Plaintiffs and the Settlement Class shall not, after the Effective Date of this Settlement Agreement, seek to establish liability against any Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims.

13. **Additional Release.** In addition, upon the Effective Date, Settling Plaintiffs and each member of the Settlement Class hereby expressly waives and releases any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

> **SECTION 1542. GENERAL RELEASE–CLAIMS EXTINGUISHED. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Upon the Effective Date, Settling Plaintiffs and each member of the Settlement Class also hereby expressly waive and release any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Settling Plaintiffs and each member of the Settlement Class may hereafter discover facts other than or different from those that they know or believe to be true with respect to the claims that are the subject of this Paragraph, but Settling Plaintiffs and each member of the Settlement Class hereby agree that as of the Effective Date, they expressly waive and fully, finally, and forever settle and release as to the Releasees all known or unknown, suspected or unsuspected, accrued or unaccrued, contingent or non-contingent claim that would otherwise fall within the definition of

Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. For the avoidance of doubt, Settling Plaintiffs and each member of the Settlement Class also hereby agree that as of the Effective Date, they expressly waive and fully, finally, and forever settle and release any and all claims that would otherwise fall within the definition of Released Claims it may have against any of the Releasees under § 17200, *et seq*., of the California Business and Professions Code or any similar, comparable, or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are hereby expressly incorporated into the definition of Released Claims.

14. Reservation of Settlement Class Members' Rights Against Other Defendants.

No party other than the Releasees is intended to be, or is, included within the scope of the release contained herein. For the avoidance of doubt, neither any other defendant in the Action other than Releasees, nor any other defendant's parent(s) or successor(s) in interest is intended to be, or is, included within the scope of this release. For avoidance of doubt, if any other defendant in the Action becomes, after the date of signing of the Settlement Agreement, affiliated in any way with a Settling Defendant, including but not limited to by becoming a subsidiary or parent of any Settling Defendant, such affiliation shall have no effect on the liability of said other defendant. This Settlement is as to Releasees only and is not intended to release any claims other than those against Releasees as specified in herein. The sales of Named Generic Drugs and all other generic drugs by Settling Defendants shall, to the extent permitted or authorized by law, remain in the Action against the other current or future defendants in the Action as a potential basis for damage claims and shall be part of any joint and several liability claims against other current or future defendants in the Action or other persons or entities other than the Releasees.

15. Full Satisfaction; Limitation of Interest and Liability. The Parties acknowledge that the entire Settlement Payment paid by the Settling Defendants under the Settlement Agreement constitutes adequate restitution for alleged damage to members of the Settlement Class. Members of the Settlement Class shall look solely to the Settlement Fund for settlement and satisfaction against Releasees of all claims that are released hereunder against Releasees. Except as provided by order of the Court, no member of the Settlement Class shall have any interest in the Settlement Fund or any portion thereof. Settling Plaintiffs and Settlement Class Counsel or any other counsel acting on Settling Plaintiffs' behalf will be paid solely out of the Settlement Fund for any costs and expenses relating to the Action.

16. Attorneys' Fees and Costs.

a. Settlement Class Counsel intend to seek, solely from the Settlement Fund, attorneys' fees of up to one-third of the Settlement Fund (including interest accrued thereon and including any additional amount that is paid under Paragraph 11, but net of any reasonable costs and expenses incurred prior to Settlement), reimbursement of reasonable litigation expenses incurred in the prosecution of the Action, service awards to Settling Plaintiffs, and payment for Administration Expenses (and subsequent to the Effective Date, for expenses associated with distributing money from the Settlement Fund to qualified claimants who submit timely and approved claims). Settlement Class Counsel shall file a motion for approval of the Fee and Expense Award (the "Motion for Fee and Expense Award") after the Court has granted preliminary approval to the Settlement but sufficiently before the expiration of the deadline for Settlement Class members to opt out or object and before the Court's final fairness hearing on the Settlement; *provided, however,* that Settlement Class Counsel may defer the final

determination of any Fee and Expense Award until later in the proceedings so long as Settlement Class Counsel seek, within the timing set forth in this Paragraph, a provisional set aside for a Fee and Expense Award. Settling Defendants agree to take no position with respect to the Motion for Fee and Expense Award, or on any other application by Settlement Class Counsel for fees or expenses to be paid only from the Settlement Fund. Settlement Class Counsel shall be paid solely out of the Settlement Fund for all such fees and expenses. Settling Plaintiffs, Settlement Class Members, and their respective counsel, shall not seek payment of any attorneys' fees or costs from Releasees in the Action, or in any other action related to the Released Claims set forth above, from any source other than the Settlement Fund. Releasees shall not have any responsibility for or liability with respect to any payment to Settlement Class Counsel of any Fee and Expense Award in the Action.

b. The procedures for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs, and expenses to be paid out of the Settlement Fund are not part of this Settlement Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to the fee and expense application, or any appeal from any such order, shall not operate to terminate or cancel this Settlement Agreement, or provide a basis to terminate or cancel this Settlement Agreement, affect or delay the finality of the Final Approval Order, or affect or delay the payment of the Fee and Expense Award.

c. After approval of any Fee and Expense Award by the Court, Settlement Class Counsel shall be entitled to have any award paid from the Settlement Fund but, if

the Court's award of such fees and expenses is vacated, reversed, or reduced subsequent to the disbursement of any Fee and Expense Award, Settlement Class Counsel shall within ten (10) business days after receiving written notice from the Court or Settling Defendants of such vacatur, reversal, or reduction, make a refund to the Escrow Account in the amount of such vacatur, reversal, or reduction with interest; and further, if the Settlement Agreement is terminated pursuant to Paragraph 17 below, Settlement Class Counsel shall within ten (10) business days after giving notice to or receiving notice from Settling Defendants of such termination, make a refund to the Escrow Account in the amount of any such Fee and Expense Award with interest. The interest rate applicable to any refund made to the Escrow Account pursuant to this Paragraph shall be the same interest rate earned by the Settlement Fund during the period between the disbursement of any Fee and Expense Award and any refund required by this Paragraph.

17. Termination. Settling Defendants and Settling Plaintiffs shall each have the option to terminate the Settlement Agreement, and have the Settlement Payment refunded to Settling Defendants, if the Court declines to grant final approval to the Settlement Agreement without material alteration of its terms, or if such approval is set aside on appeal. Settling Defendants shall have the unilateral option to terminate the Settlement Agreement, and have the Settlement Payment refunded to Settling Defendants, under certain circumstances set forth in a separate letter agreement among the Settling Parties to be provided to the Court if the Court so requires, and if so required, to be filed *in camera* with Court permission. If the Settlement Agreement does not become final, then (i) this Settlement Agreement shall be of no force or effect; (ii) all funds paid by Settling Defendants into the Settlement Fund, plus interest (net of any taxes paid on such interest), less any amounts paid pursuant to Paragraph 8.a above that were

expended or are owed to pay Administration Expenses up to $150,000, shall be returned to Settling Defendants within thirty (30) calendar days after the escrow agent (the "Escrow Agent") receives notice of termination; (iii) any release pursuant to Paragraphs 12 and 13 above shall be of no force or effect; and (iv) litigation of the Action will resume in a reasonable manner and on a reasonable timetable to be approved by the Court. Written notice of the exercise of the right to terminate the Settlement Agreement shall be made according to the terms of Paragraph 29 below.

18. Taxes Paid by Settlement Fund.

a. The Settling Parties intend that any taxes due as a result of income earned by the Settlement Fund will be paid from the Settlement Fund. Lead and Settlement Class Counsel shall be solely responsible for directing the claims administrator (the "Claims Administrator") to file all informational and other tax returns necessary to report any taxable and/or net taxable income earned by the Settlement Fund. Further, Lead Counsel shall be solely responsible for directing the Claims Administrator to make any tax payments, including interest and penalties due, on income earned by the Settlement Fund. Lead and Settlement Class Counsel shall be entitled to direct the Escrow Agent to pay from the Escrow Account customary and reasonable tax expenses, including professional fees and expenses incurred in connection with carrying out the Escrow Agent's or tax preparer's responsibilities. Settling Defendants shall have no responsibility to make any tax filings related to the Settlement, this Settlement Agreement, or the Settlement Fund, and shall have no responsibility to pay taxes on any income earned by the Settlement Fund, or to pay taxes with respect thereto unless the Settlement is not consummated and the Settlement Fund or the net Settlement Fund is returned to Settling Defendants. Other than as specifically set forth herein, Settling

Defendants shall have no responsibility for the payment of taxes or tax-related expenses. If, for any reason, for any period of time, Settling Defendants are required to pay taxes on income earned by the Settlement Fund, the Escrow Agent shall, upon written instructions from Settling Defendants with notice to Lead and Settlement Class Counsel, timely pay to Settling Defendants sufficient monies from the Settlement Fund to enable them to pay all taxes (state, federal, or other) on income earned by the Settlement Fund.

b. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "Administrator" of the Escrow Account shall be the Claims Administrator, who shall timely and properly file or cause to be filed on a timely basis, all tax returns necessary or advisable with respect to the Escrow Account (including without limitation all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B 2(1)).

c. The Settling Parties to this Settlement Agreement and their counsel shall treat, and shall cause the Escrow Agent to treat, the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B 1. The Settling Parties, their counsel, and the Escrow Agent agree that they will not ask the Court to take any action inconsistent with the treatment of the Escrow Accounts in this manner. In addition, the Escrow Agent and, as required, the Settling Parties shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the "relation-back election" (as defined in Treas. Reg. § 1.468B l(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for

signature by all necessary parties and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Escrow Accounts being a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B.

19. Binding Effect. This Settlement Agreement shall be binding upon the Settling Parties hereto and inure to the benefit of the Settling Parties hereto and Releasees. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the Settling Plaintiffs, Lead Counsel, and Settlement Class Counsel shall be binding upon all Settlement Class Members.

20. Entire Agreement. This Settlement Agreement, together with exhibits hereto and the confidential side letter that, if requested, Settling Defendants and Settling Plaintiffs will submit to the Court *in camera* (with Court permission), reflects the entirety of the agreement by and among the Settling Parties hereto with respect to the transactions contemplated by this Settlement Agreement, and supersedes all prior agreements or understandings, whether written or oral, between or among any of the Settling Parties hereto with respect to the subject matter hereof. The Settling Parties agree there are and have been no express or implied promises, inducements, or agreements made by any Settling Party to the other except as specifically and expressly set forth within this Settlement Agreement, the exhibits hereto, and the confidential letter of understanding that the Settling Parties will submit to the Court *in camera* with permission.

21. Independent Settlement. This Settlement is not conditioned on approval by any other member of the Settlement Class or settlement of any other case.

22. **Arbitration.** Any controversy, claim or dispute arising out of or relating to or in connection with the matters specifically designated to be submitted to arbitration under the Settlement Agreement shall be finally determined in arbitration before Eric D. Green of Resolutions, LLC, or if he is not available, such arbitrator upon whom the parties shall mutually agree. Subject to the award of the arbitrator, the parties participating in the arbitration shall pay an equal share of the arbitrator's fees. The arbitrator may award recovery of all costs (including administrative fees, arbitrator's fees and court costs, but excluding attorneys' fees) to the prevailing party. Judgment upon any award rendered may be entered in the United States District Court for the Eastern District of Pennsylvania.

23. **Headings.** The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

24. **No Party is the Drafter.** None of the Settling Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

25. **Intended Beneficiaries.** No provision of this Settlement Agreement will provide any rights to, or be enforceable by, any person or entity that is not a Settling Plaintiff or member of the Settlement Class, Lead Counsel, or Settlement Class Counsel, or a Releasee. No other person shall have any rights under this Settlement Agreement and cannot enforce its terms. Neither Settling Plaintiffs nor Lead Counsel nor Settlement Class Counsel may assign or otherwise convey any right to enforce or dispute any provision of this Settlement Agreement.

26. **Choice of Law.** All terms of this Settlement Agreement shall be governed by federal common law as construed in the United States District Court for the Eastern District of Pennsylvania.

27. **Consent to Jurisdiction.** Other than as set forth in Paragraph 22, Heritage and Emcure and each Settlement Class member hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement, including, without limitation, any suit, action, proceeding, or dispute relating to the release provisions herein. Nothing in this Paragraph shall prohibit: (a) the assertion in any forum in which a claim is brought that any release herein is a defense, in whole or in part, to such claim or (b) in the event that such a defense is asserted in such forum, the determination of its merits in that forum.

28. **Representations and Warranties.** The signatories hereto represent and warrant that they each have the requisite authority (or in the case of natural persons, the legal capacity) to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. Settling Defendants represent and warrant that they have not assumed any contractual obligation that would, in fact or at law, in the event Settling Plaintiffs prevailed against any other defendant on the claims made in the Action, obligate Settling Defendants to indemnify, pay contribution to, be liable over to, or share in a judgment entered in favor of any Settling Plaintiff against any other defendant. Settling Defendants agree that Settling Plaintiffs may justifiably rely upon this representation and warranty and that it is material to Settling Plaintiffs' decision to enter into this Settlement Agreement with Settling Defendants.

29. **No Admission.** Nothing in this Settlement Agreement, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement, shall be construed as an admission or concession in any action or proceeding of any kind whatsoever, civil, criminal, or otherwise, before any court, administrative agency, regulatory body, or any other body or authority, present or future, by Settling Defendants. In the event that the Court does not approve of the Settlement or the Court's approval is set aside on appeal, Releasees reserve all legal rights and defenses, including, but not limited to, any defenses relating to class certification and whether any member or excluded member of the Settlement Class is a direct purchaser of any Named Generic Drug or has standing to bring any claim.

30. **Notice.** Notice to Settling Defendants pursuant to this Settlement Agreement shall be sent by registered United States mail, return receipt requested, and electronic mail to:

Edward B. Schwartz
Reed Smith LLP
1301 K Street, N.W.
Suite 1000, East Tower
Washington, D.C. 20005-3317
eschwartz@reedsmith.com

Gregory Vose
Amy M. Kerlin
Reed Smith LLP
225 Fifth Avenue
Pittsburgh, PA 15222
gvose@reedsmith.com
akerlin@reedsmith.com

Gary Ruckelshaus
Heritage Pharmaceuticals Inc.
d/b/a Avet Pharmaceuticals Inc.
1 Tower Center Blvd, Suite 1700
East Brunswick, NJ 08816
Gary.Ruckelshaus@avetpharma.com

Notice to Settling Plaintiffs or Settlement Class Counsel pursuant to this Settlement Agreement shall be sent by United States mail and electronic mail to Lead Counsel:

Dianne M. Nast
Joseph N. Roda
NastLaw LLC
1101 Market Street, Suite 2801
Philadelphia, PA 19107
dnast@nastlaw.com

31. Execution in Counterparts. This Settlement Agreement may be executed in counterparts. Signatures transmitted by electronic means shall be considered valid signatures as of the date signed.

IN WITNESS WHEREOF, the Settling Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement as of the date first herein above written.

Dianne M. Nast
NastLaw LLC
1101 Market Street, Suite 2801
Philadelphia, PA 19107
(215) 923-9300
dnast@nastlaw.com

Attorney for Plaintiffs César Castillo, LLC, FWK Holdings, LLC, Rochester Drug Cooperative, and KPH Healthcare Services, Inc. and Lead Counsel for the Direct Purchaser Class

Dated: October 31, 2023

Edward B. Schwartz
Reed Smith LLP
1301 K Street, N.W.
Suite 1100 - East Tower
Washington, D.C. 20005-3373

Attorney for Heritage Pharmaceuticals Inc., Emcure Pharmaceuticals Ltd., and Satish Mehta

Dated: October 31, 2023

EXHIBIT A

Exhibit A
List of Named Generic Drugs

	Molecule Name	Form	Strength
	(1)	(2)	(3)
1	ACETAZOLAMIDE	TABLET	125MG
1	ACETAZOLAMIDE	TABLET	250MG
1	ACETAZOLAMIDE ER	CAPSULE	500MG
2	ADAPALENE	CREAM	0.1%
2	ADAPALENE	GEL	0.1%
2	ADAPALENE	GEL	0.3%
3	ALBUTEROL	TABLET	2MG
3	ALBUTEROL	TABLET	4MG
4	ALCLOMETASONE DIPROPIONATE	CREAM	0.05%
4	ALCLOMETASONE DIPROPIONATE	OINTMENT	0.05%
5	ALLOPURINOL	TABLET	100MG
5	ALLOPURINOL	TABLET	300MG
6	AMANTADINE HCL	CAPSULE	100MG
7	AMILORIDE HCL/HCTZ	TABLET	5MG;50MG
8	AMITRIPTYLINE	TABLET	100MG
8	AMITRIPTYLINE	TABLET	10MG
8	AMITRIPTYLINE	TABLET	150MG
8	AMITRIPTYLINE	TABLET	25MG
8	AMITRIPTYLINE	TABLET	50MG
8	AMITRIPTYLINE	TABLET	75MG
9	AMMONIUM LACTATE	CREAM	12%
9	AMMONIUM LACTATE	LOTION	12%
10	AMOXICILLIN/CLAVULANATE	TABLET CHEWABLE	200MG;28.5MG
10	AMOXICILLIN/CLAVULANATE	TABLET CHEWABLE	400MG;57MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	10MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	20MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	30MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	5MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	10MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	15MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	20MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	25MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	30MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	5MG
12	ATENOLOL/CHLORTHALIDONE	TABLET	100MG;25MG
12	ATENOLOL/CHLORTHALIDONE	TABLET	50MG;25MG
13	ATROPINE SULFATE	SOLUTION	1%
14	BACLOFEN	TABLET	10MG
14	BACLOFEN	TABLET	20MG
15	BALSALAZIDE DISODIUM	CAPSULE	750MG
16	BENAZEPRIL HCTZ	TABLET	10MG;12.5MG
16	BENAZEPRIL HCTZ	TABLET	20MG;12.5MG
16	BENAZEPRIL HCTZ	TABLET	20MG;25MG
17	BETAMETHASONE DIPROPIONATE	CREAM	0.05%
17	BETAMETHASONE DIPROPIONATE	LOTION	0.05%
17	BETAMETHASONE DIPROPIONATE	OINTMENT	0.05%
18	BETAMETHASONE DIPROPIONATE AUGMENTED	LOTION	0.05%
19	BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	CREAM	0.05%;1%
19	BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	LOTION	0.05%;1%
20	BETAMETHASONE VALERATE	CREAM	0.1%
20	BETAMETHASONE VALERATE	LOTION	0.1%
20	BETAMETHASONE VALERATE	OINTMENT	0.1%
21	BETHANECHOL CHLORIDE	TABLET	10MG
21	BETHANECHOL CHLORIDE	TABLET	25MG
21	BETHANECHOL CHLORIDE	TABLET	50MG
21	BETHANECHOL CHLORIDE	TABLET	5MG
22	BROMOCRIPTINE MESYLATE	TABLET	2.5MG
23	BUDESONIDE	SOLUTION	0.25MG/2ML
23	BUDESONIDE	SOLUTION	0.5MG/2ML
23	BUDESONIDE	SOLUTION	1MG/2ML
23	BUDESONIDE DR	CAPSULE	3MG
24	BUSPIRONE HCL	TABLET	10MG
24	BUSPIRONE HCL	TABLET	15MG
24	BUSPIRONE HCL	TABLET	30MG
24	BUSPIRONE HCL	TABLET	5MG
24	BUSPIRONE HCL	TABLET	7.5MG
25	BUTORPHANOL TARTRATE	SPRAY	10MG/ML
26	CAPECITABINE	TABLET	150MG
26	CAPECITABINE	TABLET	500MG
27	CAPTOPRIL	TABLET	100MG
27	CAPTOPRIL	TABLET	12.5MG
27	CAPTOPRIL	TABLET	25MG
27	CAPTOPRIL	TABLET	50MG
28	CARBAMAZEPINE	TABLET	200MG
28	CARBAMAZEPINE	TABLET CHEWABLE	100MG
28	CARBAMAZEPINE ER	TABLET	100MG
28	CARBAMAZEPINE ER	TABLET	200MG
28	CARBAMAZEPINE ER	TABLET	400MG
29	CARISOPRODOL	TABLET	350MG
30	CEFDINIR	CAPSULE	300MG
30	CEFDINIR	SOLUTION	125MG/5ML

30	CEFDINIR	SOLUTION	250MG/5ML
31	CEFPROZIL	TABLET	250MG
31	CEFPROZIL	TABLET	500MG
32	CEFUROXIME AXETIL	TABLET	250MG
32	CEFUROXIME AXETIL	TABLET	500MG
33	CELECOXIB	CAPSULE	100MG
33	CELECOXIB	CAPSULE	200MG
33	CELECOXIB	CAPSULE	400MG
33	CELECOXIB	CAPSULE	50MG
34	CEPHALEXIN (CEFALEXIN)	SOLUTION	125MG/5ML
34	CEPHALEXIN (CEFALEXIN)	SOLUTION	250MG/5ML
35	CHLORPROMAZINE HCL	TABLET	100MG
35	CHLORPROMAZINE HCL	TABLET	10MG
35	CHLORPROMAZINE HCL	TABLET	200MG
35	CHLORPROMAZINE HCL	TABLET	25MG
35	CHLORPROMAZINE HCL	TABLET	50MG
36	CHOLESTYRAMINE	PACKET/ORAL SOLID	4G
36	CHOLESTYRAMINE	POWDER	4G
37	CICLOPIROX	CREAM	0.77%
37	CICLOPIROX	SHAMPOO	1%
37	CICLOPIROX	SOLUTION	8%
38	CIMETIDINE	TABLET	200MG
38	CIMETIDINE	TABLET	300MG
38	CIMETIDINE	TABLET	400MG
38	CIMETIDINE	TABLET	800MG
39	CLARITHROMYCIN ER	TABLET	500MG
40	CLINDAMYCIN PHOSPHATE	GEL	1%
40	CLINDAMYCIN PHOSPHATE	LOTION	1%
40	CLINDAMYCIN PHOSPHATE	SOLUTION	1%
40	CLINDAMYCIN PHOSPHATE	VAGINAL CREAM	2%
41	CLOBETASOL	CREAM	0.05%
41	CLOBETASOL	E CREAM	0.05%
41	CLOBETASOL	GEL	0.05%
41	CLOBETASOL	OINTMENT	0.05%
41	CLOBETASOL	SOLUTION	0.05%
42	CLOMIPRAMINE	CAPSULE	25MG
42	CLOMIPRAMINE	CAPSULE	50MG
42	CLOMIPRAMINE	CAPSULE	75MG
43	CLONIDINE ER	PATCH	0.1MG/24HR
43	CLONIDINE ER	PATCH	0.2MG/24HR
43	CLONIDINE ER	PATCH	0.3MG/24HR
44	CLOTRIMAZOLE	SOLUTION	1%
45	DESMOPRESSIN ACETATE	TABLET	0.1MG
45	DESMOPRESSIN ACETATE	TABLET	0.2MG
46	DESONIDE	CREAM	0.05%
46	DESONIDE	LOTION	0.05%
46	DESONIDE	OINTMENT	0.05%
47	DESOXIMETASONE	OINTMENT	0.25%
48	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	15MG
48	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	20MG
48	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	40MG
48	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	5MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	10MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	15MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	2.5MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	20MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	30MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	5MG
49	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	7.5MG
49	DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	10MG
49	DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	15MG
49	DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	5MG
50	DICLOFENAC POTASSIUM	TABLET	50MG
51	DIGOXIN	TABLET	0.125MG
51	DIGOXIN	TABLET	0.25MG
52	DILTIAZEM HCL	TABLET	120MG
52	DILTIAZEM HCL	TABLET	30MG
52	DILTIAZEM HCL	TABLET	60MG
52	DILTIAZEM HCL	TABLET	90MG
53	DIPHENOXYLATE/ATROPINE	TABLET	2.5MG;0.025MG
54	DIVALPROEX ER	TABLET	250MG
54	DIVALPROEX ER	TABLET	500MG
55	DOXAZOSIN MESYLATE	TABLET	1MG
55	DOXAZOSIN MESYLATE	TABLET	2MG
55	DOXAZOSIN MESYLATE	TABLET	4MG
55	DOXAZOSIN MESYLATE	TABLET	8MG
56	DOXYCYCLINE HYCLATE	CAPSULE	100MG
56	DOXYCYCLINE HYCLATE	CAPSULE	50MG
56	DOXYCYCLINE HYCLATE	TABLET	100MG
56	DOXYCYCLINE HYCLATE DR	TABLET	100MG
56	DOXYCYCLINE HYCLATE DR	TABLET	150MG
56	DOXYCYCLINE HYCLATE DR	TABLET	75MG
56	DOXYCYCLINE MONOHYDRATE	TABLET	100MG
56	DOXYCYCLINE MONOHYDRATE	TABLET	150MG
56	DOXYCYCLINE MONOHYDRATE	TABLET	50MG
56	DOXYCYCLINE MONOHYDRATE	TABLET	75MG
57	DROSPIRENONE/ETHINYL ESTRADIOL (OCELLA)	TABLET	3MG-0.02MG
57	DROSPIRENONE/ETHINYL ESTRADIOL (OCELLA)	TABLET	3MG-0.03MG
58	ECONAZOLE	CREAM	1%

59	ENALAPRIL MALEATE	TABLET	10MG
59	ENALAPRIL MALEATE	TABLET	2.5MG
59	ENALAPRIL MALEATE	TABLET	20MG
59	ENALAPRIL MALEATE	TABLET	5MG
60	ENTECAVIR	TABLET	0.5MG
60	ENTECAVIR	TABLET	1MG
61	ESTRADIOL	TABLET	0.5MG
61	ESTRADIOL	TABLET	1MG
61	ESTRADIOL	TABLET	2MG
62	ESTRADIOL/NORETHINDRONE ACETATE (MIMVEY)	TABLET	1MG-0.5MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-0.1MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.03MG-.15MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.03MG-.15MG-.01MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-0.1MG-.01MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-.15MG;.025MG-.15MG;.03MG-.15MG;.01MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.03MG-.05MG;.04MG-.075MG;.03MG-.125MG
63	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	.02MG-.09MG
64	ETODOLAC	CAPSULE	200MG
64	ETODOLAC	CAPSULE	300MG
64	ETODOLAC	TABLET	400MG
64	ETODOLAC	TABLET	500MG
64	ETODOLAC ER	TABLET	400MG
64	ETODOLAC ER	TABLET	500MG
64	ETODOLAC ER	TABLET	600MG
65	EXEMESTANE	TABLET	25MG
66	FENOFIBRATE	TABLET	145MG
66	FENOFIBRATE	TABLET	48MG
67	FLUCONAZOLE	TABLET	100MG
67	FLUCONAZOLE	TABLET	150MG
67	FLUCONAZOLE	TABLET	200MG
67	FLUCONAZOLE	TABLET	50MG
68	FLUOCINOLONE ACETONIDE	CREAM	0.01%
68	FLUOCINOLONE ACETONIDE	CREAM	0.025%
68	FLUOCINOLONE ACETONIDE	OINTMENT	0.025%
68	FLUOCINOLONE ACETONIDE	SOLUTION	0.01%
69	FLUOCINONIDE	CREAM	0.05%
69	FLUOCINONIDE	CREAM	0.1%
69	FLUOCINONIDE	E CREAM	0.05%
69	FLUOCINONIDE	GEL	0.05%
69	FLUOCINONIDE	OINTMENT	0.05%
69	FLUOCINONIDE	SOLUTION	0.05%
70	FLUOXETINE HCL	TABLET	10MG
70	FLUOXETINE HCL	TABLET	15MG
70	FLUOXETINE HCL	TABLET	20MG
70	FLUOXETINE HCL	TABLET	60MG
71	FLUTICASONE PROPIONATE	SPRAY	50MCG
72	FOSINOPRIL HCTZ	TABLET	10MG;12.5MG
72	FOSINOPRIL HCTZ	TABLET	20MG;12.5MG
73	GABAPENTIN	TABLET	600MG
73	GABAPENTIN	TABLET	800MG
74	GLIMEPIRIDE	TABLET	1MG
74	GLIMEPIRIDE	TABLET	2MG
74	GLIMEPIRIDE	TABLET	4MG
75	GLIPIZIDE/METFORMIN	TABLET	2.5MG;250MG
75	GLIPIZIDE/METFORMIN	TABLET	2.5MG;500MG
75	GLIPIZIDE/METFORMIN	TABLET	5MG;500MG
76	GLYBURIDE	TABLET	1.25MG
76	GLYBURIDE	TABLET	2.5MG
76	GLYBURIDE	TABLET	5MG
77	GLYBURIDE/METFORMIN	TABLET	1.25MG;250MG
77	GLYBURIDE/METFORMIN	TABLET	2.5MG;500MG
77	GLYBURIDE/METFORMIN	TABLET	5MG;500MG
78	GRISEOFULVIN	SUSPENSION (MICROSIZE)	125MG/5ML
79	HALOBETASOL PROPIONATE	CREAM	0.05%
79	HALOBETASOL PROPIONATE	OINTMENT	0.05%
80	HALOPERIDOL	TABLET	0.5MG
80	HALOPERIDOL	TABLET	10MG
80	HALOPERIDOL	TABLET	1MG
80	HALOPERIDOL	TABLET	20MG
80	HALOPERIDOL	TABLET	2MG
80	HALOPERIDOL	TABLET	5MG
81	HYDROCODONE/ACETAMINOPHEN	TABLET	325MG;10MG
81	HYDROCODONE/ACETAMINOPHEN	TABLET	325MG;5MG
82	HYDROCORTISONE VALERATE	CREAM	0.2%
83	IRBESARTAN	TABLET	150MG
83	IRBESARTAN	TABLET	300MG
83	IRBESARTAN	TABLET	75MG
84	ISOSORBIDE DINITRATE	TABLET	10MG
84	ISOSORBIDE DINITRATE	TABLET	20MG
84	ISOSORBIDE DINITRATE	TABLET	30MG
84	ISOSORBIDE DINITRATE	TABLET	5MG
85	KETOCONAZOLE	CREAM	2%
85	KETOCONAZOLE	TABLET	200MG
86	KETOPROFEN	CAPSULE	50MG
86	KETOPROFEN	CAPSULE	75MG
87	KETOROLAC TROMETHAMINE	TABLET	10MG
88	LABETALOL HCL	TABLET	100MG
88	LABETALOL HCL	TABLET	200MG
88	LABETALOL HCL	TABLET	300MG
89	LAMIVUDINE/ZIDOVUDINE (COMBIVIR)	TABLET	150MG;300MG
89	LAMIVUDINE/ZIDOVUDINE (COMBIVIR)	TABLET	300MG;150MG
90	LATANOPROST	SOLUTION	0.005%
91	LEFLUNOMIDE	TABLET	10MG
91	LEFLUNOMIDE	TABLET	20MG

92	LEVOTHYROXINE	TABLET	0.025MG
92	LEVOTHYROXINE	TABLET	0.05MG
92	LEVOTHYROXINE	TABLET	0.075MG
92	LEVOTHYROXINE	TABLET	0.088MG
92	LEVOTHYROXINE	TABLET	0.112MG
92	LEVOTHYROXINE	TABLET	0.125MG
92	LEVOTHYROXINE	TABLET	0.137MG
92	LEVOTHYROXINE	TABLET	0.15MG
92	LEVOTHYROXINE	TABLET	0.175MG
92	LEVOTHYROXINE	TABLET	0.1MG
92	LEVOTHYROXINE	TABLET	0.2MG
92	LEVOTHYROXINE	TABLET	0.3MG
93	LIDOCAINE HCL	OINTMENT	5%
94	LIDOCAINE/PRILOCAINE	CREAM	2.5%;2.5%
95	LOPERAMIDE HCL	CAPSULE	2MG
96	MEPROBAMATE	TABLET	200MG
96	MEPROBAMATE	TABLET	400MG
97	METFORMIN (F) ER	TABLET	1000MG
97	METFORMIN (F) ER	TABLET	500MG
98	METHADONE HCL	TABLET	10MG
98	METHADONE HCL	TABLET	5MG
99	METHAZOLAMIDE	TABLET	25MG
99	METHAZOLAMIDE	TABLET	50MG
100	METHOTREXATE	TABLET	2.5MG
101	METHYLPHENIDATE	TABLET	10MG
101	METHYLPHENIDATE	TABLET	20MG
101	METHYLPHENIDATE	TABLET	5MG
101	METHYLPHENIDATE ER	TABLET	20MG
102	METHYLPREDNISOLONE	TABLET	4MG
103	METRONIDAZOLE	CREAM	0.75%
103	METRONIDAZOLE	GEL	0.75%
103	METRONIDAZOLE	GEL	1%
103	METRONIDAZOLE	GEL VAGINAL	0.75%
103	METRONIDAZOLE	LOTION	0.75%
104	MOEXIPRIL HCL	TABLET	15MG
104	MOEXIPRIL HCL	TABLET	7.5MG
105	MOEXIPRIL HCL/HCTZ	TABLET	15MG;12.5MG
105	MOEXIPRIL HCL/HCTZ	TABLET	15MG;25MG
105	MOEXIPRIL HCL/HCTZ	TABLET	7.5MG;12.5MG
106	NADOLOL	TABLET	20MG
106	NADOLOL	TABLET	40MG
106	NADOLOL	TABLET	80MG
107	NAPROXEN SODIUM	TABLET	275MG
107	NAPROXEN SODIUM	TABLET	550MG
108	NEOMYCIN/POLYMYXIN/HYDROCORTISONE	SOLUTION	3.5MG;10MU;1%
109	NIACIN ER	TABLET	1000MG
109	NIACIN ER	TABLET	500MG
109	NIACIN ER	TABLET	750MG
110	NIMODIPINE	CAPSULE	30MG
111	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	100MG
111	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	25MG
111	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	50MG
112	NORETHINDRONE/ETHINYL ESTRADIOL (BALZIVA)	TABLET	0.4MG-0.035MG
113	NORTRIPTYLINE HCL	CAPSULE	10MG
113	NORTRIPTYLINE HCL	CAPSULE	25MG
113	NORTRIPTYLINE HCL	CAPSULE	50MG
113	NORTRIPTYLINE HCL	CAPSULE	75MG
114	NYSTATIN	CREAM	100MU
114	NYSTATIN	OINTMENT	100MU
114	NYSTATIN	TABLET	500MU
115	NYSTATIN/TRIAMCINOLONE	CREAM	0.1%
115	NYSTATIN/TRIAMCINOLONE	OINTMENT	0.1%
116	OMEGA 3 ACID ETHYL ESTERS	CAPSULE	1G
117	OXAPROZIN	TABLET	600MG
118	OXYBUTYNIN CHLORIDE	TABLET	5MG
119	OXYCODONE/ACETAMINOPHEN	TABLET	10MG;325MG
119	OXYCODONE/ACETAMINOPHEN	TABLET	5MG;325MG
119	OXYCODONE/ACETAMINOPHEN	TABLET	7.5MG;325MG
120	OXYCODONE HCL	SOLUTION	20MG/ML
120	OXYCODONE HCL	TABLET	15MG
120	OXYCODONE HCL	TABLET	30MG
121	PARICALCITOL	CAPSULE	1MCG
121	PARICALCITOL	CAPSULE	2MCG
121	PARICALCITOL	CAPSULE	4MCG
122	PAROMOMYCIN	CAPSULE	250MG
123	PERMETHRIN	CREAM	5%
124	PERPHENAZINE	TABLET	16MG
124	PERPHENAZINE	TABLET	2MG
124	PERPHENAZINE	TABLET	4MG
124	PERPHENAZINE	TABLET	8MG
125	PHENYTOIN SODIUM ER	CAPSULE	100MG
126	PILOCARPINE HCL	TABLET	5MG
127	PIROXICAM	CAPSULE	10MG
127	PIROXICAM	CAPSULE	20MG
128	POTASSIUM CHLORIDE ER	TABLET	10MEQ
128	POTASSIUM CHLORIDE ER	TABLET	20MEQ
128	POTASSIUM CHLORIDE ER	TABLET	8MEQ
129	PRAVASTATIN	TABLET	10MG
129	PRAVASTATIN	TABLET	20MG
129	PRAVASTATIN	TABLET	40MG
129	PRAVASTATIN	TABLET	80MG
130	PRAZOSIN HCL	CAPSULE	1MG
130	PRAZOSIN HCL	CAPSULE	2MG
130	PRAZOSIN HCL	CAPSULE	5MG

131	PREDNISOLONE ACETATE	SOLUTION/LIQUID EYE	1%
132	PREDNISONE	TABLET	10MG
132	PREDNISONE	TABLET	1MG
132	PREDNISONE	TABLET	2.5MG
132	PREDNISONE	TABLET	20MG
132	PREDNISONE	TABLET	5MG
133	PROCHLORPERAZINE	SUPPOSITORY	25MG
134	PROMETHAZINE	SUPPOSITORY	12.5MG
134	PROMETHAZINE	SUPPOSITORY	25MG
135	PROPRANOLOL	TABLET	10MG
135	PROPRANOLOL	TABLET	20MG
135	PROPRANOLOL	TABLET	40MG
135	PROPRANOLOL	TABLET	60MG
135	PROPRANOLOL	TABLET	80MG
135	PROPRANOLOL ER	CAPSULE	120MG
135	PROPRANOLOL ER	CAPSULE	160MG
135	PROPRANOLOL ER	CAPSULE	60MG
135	PROPRANOLOL ER	CAPSULE	80MG
136	RALOXIFENE HCL	TABLET	60MG
137	RANITIDINE HCL	CAPSULE	150MG
137	RANITIDINE HCL	CAPSULE	300MG
137	RANITIDINE HCL	TABLET	150MG
138	SILVER SULFADIAZINE	CREAM	1%
139	SPIRONOLACTONE/HCTZ	TABLET	25MG;25MG
140	TACROLIMUS	OINTMENT	0.03%
140	TACROLIMUS	OINTMENT	0.1%
141	TAMOXIFEN CITRATE	TABLET	10MG
141	TAMOXIFEN CITRATE	TABLET	20MG
142	TEMOZOLOMIDE	CAPSULE	100MG
142	TEMOZOLOMIDE	CAPSULE	140MG
142	TEMOZOLOMIDE	CAPSULE	180MG
142	TEMOZOLOMIDE	CAPSULE	20MG
142	TEMOZOLOMIDE	CAPSULE	250MG
142	TEMOZOLOMIDE	CAPSULE	5MG
143	TERCONAZOLE	VAGINAL CREAM	0.4%
143	TERCONAZOLE	VAGINAL CREAM	0.8%
144	THEOPHYLLINE ER	TABLET	100MG
144	THEOPHYLLINE ER	TABLET	200MG
144	THEOPHYLLINE ER	TABLET	300MG
144	THEOPHYLLINE ER	TABLET	400MG
144	THEOPHYLLINE ER	TABLET	450MG
144	THEOPHYLLINE ER	TABLET	600MG
145	TIMOLOL MALEATE	GEL	0.25%
145	TIMOLOL MALEATE	GEL	0.5%
146	TIZANIDINE HCL	TABLET	2MG
146	TIZANIDINE HCL	TABLET	4MG
147	TOBRAMYCIN	SOLUTION	300MG/5ML
148	TOBRAMYCIN/DEXAMETHASONE	SOLUTION	0.3;0.1%
149	TOLMETIN SODIUM	CAPSULE	400MG
150	TOLTERODINE TARTRATE	TABLET	1MG
150	TOLTERODINE TARTRATE	TABLET	2MG
150	TOLTERODINE TARTRATE ER	CAPSULE	2MG
150	TOLTERODINE TARTRATE ER	CAPSULE	4MG
151	TRAZODONE HCL	TABLET	100MG
152	TRIAMCINOLONE ACETONIDE	CREAM	0.025%
152	TRIAMCINOLONE ACETONIDE	CREAM	0.1%
152	TRIAMCINOLONE ACETONIDE	CREAM	0.5%
152	TRIAMCINOLONE ACETONIDE	OINTMENT	0.025%
152	TRIAMCINOLONE ACETONIDE	OINTMENT	0.1%
152	TRIAMCINOLONE ACETONIDE	OINTMENT	0.5%
153	TRIAMTERENE/HCTZ	CAPSULE	37.5MG;25MG
153	TRIAMTERENE/HCTZ	TABLET	37.5MG;25MG
153	TRIAMTERENE/HCTZ	TABLET	75MG;50MG
154	TRIFLUOPERAZINE HCL	TABLET	10MG
154	TRIFLUOPERAZINE HCL	TABLET	1MG
154	TRIFLUOPERAZINE HCL	TABLET	2MG
154	TRIFLUOPERAZINE HCL	TABLET	5MG
155	URSODIOL	CAPSULE	300MG
156	VALSARTAN HCTZ	TABLET	160MG;12.5MG
156	VALSARTAN HCTZ	TABLET	160MG;25MG
156	VALSARTAN HCTZ	TABLET	320MG;12.5MG
156	VALSARTAN HCTZ	TABLET	320MG;25MG
156	VALSARTAN HCTZ	TABLET	80MG;12.5MG
157	VERAPAMIL	TABLET	120MG
157	VERAPAMIL	TABLET	80MG
157	VERAPAMIL SR	CAPSULE	120MG
157	VERAPAMIL SR	CAPSULE	180MG
157	VERAPAMIL SR	CAPSULE	240MG
158	WARFARIN SODIUM	TABLET	10MG
158	WARFARIN SODIUM	TABLET	1MG
158	WARFARIN SODIUM	TABLET	2.5MG
158	WARFARIN SODIUM	TABLET	2MG
158	WARFARIN SODIUM	TABLET	3MG
158	WARFARIN SODIUM	TABLET	4MG
158	WARFARIN SODIUM	TABLET	5MG
158	WARFARIN SODIUM	TABLET	6MG
158	WARFARIN SODIUM	TABLET	7.5MG
159	ZOLEDRONIC ACID	IV CONCENTRATE	4MG/5ML
159	ZOLEDRONIC ACID	IV SOLUTION	5MG/100ML

EXHIBIT B

1. Actavis Holdco U.S., Inc.
2. Actavis Pharma, Inc.
3. Actavis Elizabeth, LLC
4. Akorn Inc.
5. Alvogen Inc.
6. Amneal Pharmaceuticals, Inc.
7. Amneal Pharmaceuticals, LLC
8. Apotex Corp.
9. Ascend Laboratories, LLC
10. Aurobindo Pharma USA, Inc.
11. Bausch Health Americas, Inc.
12. Bausch Health US, LLC
13. Breckenridge Pharmaceutical, Inc.
14. Camber Pharmaceuticals Inc.
15. Citron Pharma LLC
16. Dava Pharmaceuticals, LLC
17. Dr. Reddy's Laboratories, Inc.
18. Epic Pharma, LLC
19. Fougera Pharmaceuticals Inc.
20. Generics Bidco I LLC
21. Glenmark Pharmaceuticals Inc., USA.
22. Greenstone LLC
23. G&W Laboratories, Inc.
24. Heritage Pharmaceuticals, Inc.
25. Hikma Labs, Inc.
26. Hikma Pharmaceuticals USA, Inc.
27. Hi-Tech Pharmacal Co., Inc.
28. Impax Laboratories, Inc.
29. Impax Laboratories, LLC
30. Jubilant Cadista Pharmaceuticals Inc.
31. Lannett Company, Inc.
32. Lupin Pharmaceuticals, Inc.
33. Mallinckrodt Inc.
34. Mayne Pharma Inc.
35. Morton Grove Pharmaceuticals, Inc.
36. Mylan Inc.
37. Mylan Pharmaceuticals Inc.
38. Oceanside Pharmaceuticals, Inc.
39. Par Pharmaceutical Companies, Inc.
40. Par Pharmaceutical, Inc.
41. Perrigo New York, Inc.
42. Pfizer, Inc.
43. Pliva, Inc.
44. Sandoz, Inc.
45. Sun Pharmaceutical Industries, Inc.
46. Taro Pharmaceuticals U.S.A., Inc.
47. Teligent Inc.
48. Teva Pharmaceuticals USA, Inc.
49. Torrent Pharma Inc.
50. UDL Laboratories, Inc.
51. Upsher-Smith Laboratories, Inc.
52. Valeant Pharmaceuticals International
53. Valeant Pharmaceuticals North America LLC
54. Versapharm, Inc.
55. West-Ward Columbus, Inc.
56. West-Ward Pharmaceuticals Corp.
57. Wockhardt USA LLC
58. Zydus Pharmaceuticals (USA), Inc.

EXHIBIT C

EXHIBIT C

Full-Period Sales of Relevant Drugs
Jan-2013 to Dec-2016

Plaintiff	Net Direct Purchases
[redacted]	$ 235,208
	$ 1,079,724
	$ 932,116
	$ 30,285,349
	$ 4,628,278
	$ 43,621
	$ 2,307
	$ 28,779
	$ 7,283
	$ 97,071
	$ 48,054,977
	$ 322,769
	$ 195,066
	$ 110,935
	$ 600
	$ 213,538
	$ 36,641
	$ 124,975
	$ 221,203
	$ 35,781
	$ 1,053,869
	$ 120,580
	$ 144,449
	$ 1,976
	$ 2,497,317
	$ 4,520,417
	$ 60,056
	$ 610,605
	$ 36,669
	$ 13,429
	$ 108,776
	$ 337,414
	$ 4,580,321
	$ 74,884
	$ 158,828
	$ 137,245
	$ 41,660
	$ 532,001
	$ 1,828,938
	$ 65,048,702
	$ 104,918

EXHIBIT C

[redacted]	$	5,657,802
	$	7,737
	$	1,460,336
	$	14,875,585
	$	2,316,291
	$	22,244
	$	301,985
	$	591,720
	$	7,271,684
	$	82,092
	$	15,187,775
	$	1,702,861
	$	154,141
	$	5,909
	$	1,375
	$	2,594,161
	$	313,186
	$	1,369,338
	$	464,123
	$	117,914
	$	15,435
	$	366,898
	$	10,288,264
	$	55,264
Grand Total	**$**	**233,893,396**

EXHIBIT D

EXHIBIT D

Full-Period Sales of Relevant Drugs

Jan-2013 to Dec-2016

Plaintiff	Net Direct Purchases
[redacted]	$ 235,208
	$ 1,079,724
	$ 932,116
	$ 2,883,048
	$ 30,285,349
	$ 4,628,278
	$ 43,621
	$ 2,307
	$ 28,779
	$ 7,283
	$ 32,586
	$ 97,071
	$ 48,054,977
	$ 6,842,104
	$ 35,522,926
	$ 322,769
	$ 195,066
	$ 110,935
	$ 600
	$ 213,538
	$ 7,332
	$ 36,641
	$ 124,975
	$ 221,203
	$ 35,781
	$ 1,053,869
	$ 120,580
	$ 144,449
	$ 1,976
	$ 2,497,317
	$ 179,639
	$ 4,520,417
	$ 60,056
	$ 1,440,811
	$ 610,605
	$ 36,669
	$ 13,429
	$ 1,418,029
	$ 108,776
	$ 337,414

EXHIBIT D

[redacted]	$	4,580,321
	$	74,884
	$	158,828
	$	137,245
	$	5,029,940
	$	41,660
	$	532,001
	$	1,828,938
	$	65,048,702
	$	104,918
	$	179,865
	$	5,657,802
	$	7,737
	$	1,460,336
	$	14,875,585
	$	2,316,291
	$	22,244
	$	301,985
	$	591,720
	$	7,271,684
	$	82,092
	$	145,548
	$	1,976
	$	15,187,775
	$	1,702,861
	$	154,141
	$	5,909
	$	111,810
	$	12,681,830
	$	1,375
	$	2,594,161
	$	313,186
	$	100,975
	$	956,055
	$	1,369,338
	$	464,123
	$	117,914
	$	15,435
	$	3,148,915
	$	366,898
	$	10,288,264
	$	8,287,337
	$	55,264
	$	374,210
Grand Total	**$**	**313,238,331**