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

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

**DIRECT PURCHASER PLAINTIFFS' MOTION FOR AN ORDER WITH RESPECT TO THE GLENMARK SETTLEMENT: (1) CERTIFYING A SETTLEMENT CLASS; (2) GRANTING PRELIMINARY APPROVAL OF THE 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) GRANTING PRELIMINARY APPROVAL OF THE PLAN OF ALLOCATION; AND (7) SCHEDULING A FAIRNESS HEARING**

Pursuant to Federal Rule of Civil Procedure 23, Direct Purchaser Plaintiffs' César Castillo, LLC, FWK Holdings, L.L.C., Rochester Drug Co-Operative, Inc., and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc. (collectively, the "Settling Plaintiffs") respectfully move for entry of the Proposed Order submitted herewith providing for:

(1) Certification of the Settlement Class;

(2) Preliminary approval of the proposed Settlement Agreement between Settling Plaintiffs and Defendants Greenstone LLC and Pfizer Inc. ("Settling Defendants");

(3) Appointment of Settlement Class Counsel for the Settlement Class;

(4) Appointment of A.B. Data, Ltd. as the Claims Administrator and The Huntington National Bank as the Escrow Agent;

(5) Approval of the proposed form and manner of Notice to the Settlement Class;

(6) Preliminary approval of the Plan of Allocation;

(7) The establishment of a proposed schedule leading up to and including the Fairness hearing.

In support of this Motion, Settling Plaintiffs rely upon the accompanying Memorandum of Law and exhibits and declarations thereto.

Dated: August 18, 2025

Respectfully submitted,

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| **THIS DOCUMENT RELATES TO:**<br><br>***Direct Purchaser Plaintiffs' Actions*** | **HON. CYNTHIA M. RUFE** |

**MEMORANDUM IN SUPPORT OF**
**DIRECT PURCHASER PLAINTIFFS' MOTION FOR AN ORDER**
**WITH RESPECT TO THE GLENMARK 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**

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## I. INTRODUCTION

Direct Purchaser Plaintiffs ("DPPs" or "Settling Plaintiffs")[1] respectfully submit this memorandum in support of preliminary approval of a settlement reached between DPPs, on behalf of themselves and the Settlement Class,[2] and Settling Defendant Glenmark Pharmaceutical Inc., USA ("Glenmark" or "Settling Defendant") (collectively with Settling Plaintiffs, the "Settling Parties"). The Settlement ("Glenmark Settlement") was reached on August 4, 2025 after extended arm's length negotiations between experienced counsel for DPPs and Glenmark.

The Settlement consists of: (1) two payments that combined will equal $37,750,000, which could be reduced by as much as $4,530,000 to account for opt-outs or be increased by as much as $9,420,512.50 under the most favored nation ("MFN") clause, (2) an agreement that Glenmark's sales remain in the MDL for purposes of joint and several liability as to non-settling Defendants to the extent permitted or authorized by law,[3] and (3) cooperation from Glenmark, both in terms of effectuating the Settlement and providing assistance that will help in the continued prosecution of the litigation against the non-settling Defendants.[4]

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[1] DPPs are César Castillo, LLC, FWK Holdings, L.L.C., Rochester Drug Co-Operative, Inc., and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc.

[2] The Settlement Class, which is materially identical to the Settlement Classes approved by the Court with respect to DPPs' earlier settlements, is defined as: "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." Settlement Agreement ¶ 1.

[3] A list of the Current and Former Defendants is attached to the Settlement Agreement as Exhibit C.

[4] The Cooperation Agreement is attached as Exhibit A to the Settlement Agreement.

Experienced Class Counsel believe that the proposed Glenmark Settlement is fair, reasonable, and adequate. The Settlement ensures that the Settlement Class will receive substantial benefits while avoiding the risks and delays of continued litigation against Glenmark. Class Counsel also believe that the proposed Plan of Allocation, submitted herewith and consistent with the Plan of Allocation approved by this Court for DPPs' prior settlements, is fair, reasonable, and efficient.

Accordingly, pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(3), and 23(e), DPPs respectfully request an Order in the form submitted herewith ("Proposed Order"): (1) certifying the Settlement Class; (2) granting preliminary approval of the Settlement (described herein and in the Declaration of Dianne M. Nast (attached hereto as Exhibit 1)); (3) appointing Settlement Class Counsel; (4) appointing A.B. Data, Ltd. ("A.B. Data") as the Claims Administrator and The Huntington National Bank ("Huntington Bank") as the Escrow Agent; (5) approving the form and manner of notice to the Settlement Class (described herein and in the Declaration of Eric Miller of A.B. Data, Ltd. Regarding Proposed Notice Plan ("A.B. Data Decl.") (attached hereto as Exhibit 2) (proposed forms of Notice attached hereto as Exhibits 3 & 4)); (6) preliminarily approving the proposed Plan of Allocation (attached hereto as Exhibit 5); and (7) scheduling a Fairness Hearing.

Settling Defendant assents to this Motion (but takes no position on any request for fees, expenses or service awards).

## II. BACKGROUND

Since 2020, DPPs – direct purchasers of generic drugs from Defendants – have litigated claims alleging that Glenmark (a manufacturer of generic drugs) conspired with the Defendants (other manufacturers of generic drugs) in violation of the Sherman Act to artificially inflate and

maintain the prices that DPPs paid for the Named Generic Drugs ("NGDs").[5] DPPs contend that the alleged anticompetitive conduct of Glenmark and other generic drug manufacturers resulted in supracompetitive prices, causing DPPs and the Settlement Class they seek to represent to pay overcharges. Defendants have denied liability as to DPPs' claims and have mounted a tenacious defense in all phases of the MDL.

In this MDL, DPPs have filed 18 individual drug complaints and two multi-drug complaints.[6] Glenmark is a Defendant in three of DPPs' cases.[7] In October 2018, the Court denied Defendants' motions to dismiss six of the DPPs' individual drug complaints.[8] In August 2019, the Court denied Defendants' motions to dismiss the DPPs' first multi-drug complaint that alleged an "overarching" conspiracy among Defendants.[9] Following the Court's decisions on the motions to dismiss, the parties have engaged in substantial discovery including propounding hundreds of document requests, interrogatories, and requests for admissions; producing and reviewing millions of documents; taking numerous depositions; and engaging in briefing and numerous hearings before the Court and the three Special Masters.

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[5] A list of the NGDs for which DPPs have brought claims is attached to the Settlement Agreement as Exhibit B.

[6] No. 20-cv-721 (ECF No. 62), No. 18-cv-2641 (ECF No. 12), No. 16-AL-27241 (ECF No. 46), No. 16-AM-27241 (ECF No. 54), No. 16-BC-27241 (ECF No. 59), No. 16-BZ-27241 (ECF No. 53), No. 16-CB-27241 (ECF No. 74), No. 16-CM-27241 (ECF No. 61), No. 16-DS-27241 (ECF No. 71), No. 16-DG-27241 (ECF No. 74), No. 16-DV-27241 (ECF No. 71), No. 16-DX-27241 (ECF No. 83), No. 16-EC-27241 (ECF No. 66), No. 16-FL-27241 (ECF No. 66), No. 16-GL-27241 (ECF No. 50), No. 16-LV-27241 (ECF No. 62), No. 16-LD-27241 (ECF No. 56), No. 16-PV-27241 (ECF No. 68), No. 16-PP-27241 (ECF Nos. 62, 65), No. 16-UR-27241 (ECF No. 54).

[7] No. 20-cv-721 (ECF No. 62) ("DPPs' Second Multi-Drug Complaint"); No. 18-cv-2641 (ECF No. 12); and No. 16-PV-27241 (ECF No. 68).

[8] *In re Generic Pharm. Pricing Antitrust Litig.*, 338 F. Supp. 3d 404 (E.D. Pa. 2018).

[9] *In re Generic Pharm. Pricing Antitrust Litig.*, 394 F. Supp. 3d 509 (E.D. Pa. 2019).

On July 13, 2020, following substantial briefing and conferences with Special Master David H. Marion, the Court entered its Opinion and PTO 132 selecting bellwether cases. MDL Doc. Nos. 1442, 1443. On May 7, 2021, following additional briefing and conferences with Special Master Marion, the Court entered PTO 171 revising the selection of bellwether cases, retaining clobetasol and clomipramine as the Class Bellwethers for the DPPs and end-payer class plaintiffs ("EPPs"), neither of which included Glenmark as a defendant. MDL Doc. No. 1769. The Court also selected the States' dermatology complaint as the States' Bellwether. On December 9, 2021, after additional briefing and conferences with Special Master Marion, the Court entered PTO 188, thereby setting a schedule for further proceedings in the bellwether cases. MDL Doc. No. 1901. That schedule was subsequently modified by PTO 217 and 234. MDL Doc. Nos. 2244 & 2443. DPPs have served expert reports in the bellwether cases which have survived *Daubert*. The court has certified DPPs' bellwether classes, but that decision is currently on appeal in the Third Circuit. Summary judgment was briefed between August 2024 through October 2024, with additional supplemental briefing occurring in April and May of 2025. Oral argument was held in May 2025. While Glenmark is not a defendant in the bellwether cases, throughout this multidistrict litigation, it has put forth a vigorous defense and continued to deny liability.

As described in more detail in the accompanying Nast Declaration, Settlement discussions between Class Counsel and attorneys for Glenmark were hard fought, arm's length negotiations that spanned many months, culminating in the parties' execution of the Settlement Agreement on August 4, 2025. In agreeing to this Settlement, Glenmark does not admit to engaging in any unlawful or otherwise wrongful conduct. Settlement Agreement ¶ 29. DPP counsel believe that the monetary relief and cooperation provided by the Settlement will serve to

further develop DPPs' cases and potentially prompt settlement discussions with other Defendants.

## III. MATERIAL TERMS OF THE SETTLEMENT

The Settlement provides for substantial monetary relief, as well as other valuable terms, which will assist DPPs in the continued prosecution of the litigation against the non-settling Defendants. In exchange for this monetary relief and cooperation, DPPs and members of the proposed Settlement Class that do not exclude themselves will give up their rights to sue Settling Defendant (and its 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) (the "Releasees") and for Released Claims (as set forth in Paragraphs 12 and 13 of the Settlement Agreement).

### A. Monetary Relief

The monetary component of the Settlement is a $37,750,000 Settlement Fund. Settling Defendant will pay this amount via two payments: the first within 20 business days after entry of the Proposed Preliminary Approval Order (without material change) and receipt of wiring instructions from DPPs, and the second on or before April 1, 2026. *See* Settlement Agreement ¶ 7. The Settlement Fund may be reduced by up to $4,530,000 if Settlement Class members with a sufficiently large share of Glenmark's sales opt-out of the Settlement Class.[10] The Settlement Fund also may be increased by a maximum of $9,420,512.50 under the MFN clause, described in

[10] Pursuant to a separate letter agreement, Glenmark will have the right to rescind the Settlement Agreement if the aggregate dollar amount of purchases represented by opt-outs reaches or exceeds a certain level. Settlement Agreement ¶ 17. DPPs will file the letter agreement with the Court if the Court desires, and in that event, would request that it be filed *in camera*.

further detail below. The monetary component of the Settlement, net of Court-approved attorneys' fees, service awards for the DPP class representatives, and expenses and costs of litigation and notice and administration of the Settlement ("Net Settlement Fund"), will be distributed to the Settlement Class pursuant to the Plan of Allocation (upon Court approval after the filing of a motion for distribution).[11]

**B. Joint and Several Liability of Non-Settling Defendants**

Consistent with DPPs' prior settlements that this Court has approved, this Settlement provides that the non-settling Defendants remain jointly and severally liable for Glenmark's sales to the extent permitted or authorized by law. Paragraph 15 of the Settlement Agreement reserves, for the purposes of joint and several liability against non-Settling Defendants, DPPs' ability to rely on Settling Defendant's sales of NGDs to the Settlement Class in order to seek the full amount of damages to which they may be entitled from any other Defendant in the MDL. This is a term that is valuable to DPPs and is a win-win for the Settlement Class, as it maintains DPPs' right to seek alleged damages associated with Glenmark's sales from its alleged co-conspirators, and the non-settling Defendants will be entitled to a credit for any judgment against them only for the value of the settlement proceeds paid by Glenmark but only after trebling.[12] This means

[11] DPPs have also held in escrow over $1,846,000 from bankrupt Defendant Mallinckrodt Inc. and its affiliates ("Mallinckrodt") and which is continually accruing interest. DPPs intend to distribute the funds from this bankruptcy ("Mallinckrodt monies") to the members of this settlement class in the same manner and in conjunction with the distribution of the Settlement Fund but do not intend to seek expenses, service awards, or a set-aside for a future request for attorneys' fees from the Mallinckrodt monies.

[12] *See*, *e.g.*, *In re Packaged Ice Antitrust Litig*., 2011 WL 717519, at *17 (E.D. Mich. Feb. 22, 2011) (granting final approval of a settlement where the settlement agreement provides that settling defendants' sales "remain in th[e] action and shall be part of any joint and several liability against any non-settling Defendant"); *In re Auto. Parts Antitrust Litig*., 2017 WL 3499291, at *2 (E.D. Mich. July 10, 2017) (similar).

that this settlement will not reduce in any way the single damages to which the Settlement Class is entitled.

**C. MFN Clause**

The Settlement also contains an MFN provision in Paragraph 11. That provision, which is functionally the same as the MFN clauses contained in DPPs' prior settlements for which the Court has granted final approval, pertains to settlements with any direct purchasers who opt out of the Glenmark settlement, and it provides that, in the event Settling Defendant enters into a separate, more favorable settlement or binding term sheet with a direct purchaser opt-out on or before March 2, 2026, the Settlement Class may be entitled to additional financial compensation. Specifically, if the financial payment made by Settling Defendant to such opt-out in certain other direct purchaser settlements is more favorable on a proportionate basis than the terms of this Settlement, this Settlement shall be automatically amended so that DPPs shall receive the benefit of the more favorable financial terms of the other direct purchaser settlement. If the terms of Paragraph 11 are triggered, Glenmark could pay up to an additional $9,420,512.50 into the Settlement Fund for the benefit of the Settlement Class.

**D. Cooperation by Glenmark**

In addition to the monetary relief and other valuable terms highlighted above, the Settlement Agreement also delivers benefits to the Settlement Class through the cooperation that Glenmark has agreed to provide to DPPs. *See* Settlement Agreement ¶ 10; Cooperation Agreement attached as Exhibit A to the Settlement Agreement. Settling Defendant's cooperation will include: (1) prompt responses to DPPs' data inquiries, Cooperation Agreement ¶ 4; (2) assistance with authentication and admission of documents at trial, *id.* ¶ 5; and (3) promptly providing DPPs with any additional documents, data, or materials produced in the MDL as a result of a discovery request, agreement, or Court Order, *id.* ¶ 6. Such cooperation benefits the

Settlement Class because it will facilitate the administration of the Settlement as well as DPPs' continued litigation against the non-settling Defendants.

**E. Settlement Class Release**

In exchange for the benefits provided under the Settlement Agreement, DPPs have agreed to a Release as set forth in Paragraphs 12 and 13 of the Settlement Agreement. The Settlement releases Settling Defendant and Releasees for claims DPPs or the Settlement Class asserted or could have asserted, based upon the allegations in the MDL, relating to the NGDs or other generic drugs that could have been named based on the facts alleged in the MDL 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. Settlement Agreement ¶ 12. The Settlement releases any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code or any similar, comparable, or equivalent law. Settlement Agreement ¶ 13.

The Settlement does not, however, resolve, compromise, discharge, or settle any of the claims of DPPs or the Settlement Class against any other Defendant in this MDL. Settlement Agreement ¶ 12. Additionally, the Settlement does not release any claims arising under Article 2 of the Uniform Commercial Code in the ordinary course of business between Settling Defendant and the Settlement Class, except those claims based in whole or in part on the released claims. *Id.* Likewise, the Settlement does not release any claims for indirect purchases of any generic drugs, any claims for negligence, breach of contract, bailment, failure to deliver, lost goods, damaged or delayed goods, breach of warranty or product liability claims except those claims based in whole or in part on any of the released claims, or any claims which are currently the subject of any unrelated pending litigation against Settling Defendant that is not part of this MDL. *Id.* Furthermore, the Settlement does not release any claims as to any generic drug that, after August 4, 2025, are 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 DPPs' complaints in the action. *Id.* Finally, the Settlement does not release any claims of any type relating to any drugs other than the NGDs, other than those pled, or that could have been pled, or based on the facts alleged in the DPPs' complaints in the MDL. *Id*.

**F. Expenses, Attorneys' Fees, and Service Awards**

The Settlement Agreement provides that up to $250,000 may be used to pay for reasonable expenses in connection with administering the Settlement, such as those expenses associated with providing notice of the Settlement to the Settlement Class, expenses associated with administering and distributing the Settlement, and any expenses incurred in connection with taxation matters relating to the Settlement. Settlement Agreement ¶ 8.a. Thus, up to $250,000 may be withdrawn after the Court grants preliminary approval, and such withdrawal will not require additional Court approval. *Id.* Administration expenses incurred above this amount shall be borne, in the first instance, by Settlement Class Counsel, who may be repaid from the Settlement Fund (or have outstanding invoices paid from the Settlement Fund) after the "Effective Date" with Court approval. The "Effective Date" is the date of final approval, and the expiration of any time to appeal or if appealed, the date the appeal has been resolved. Settlement Agreement ¶ 6. In addition, the Settlement Agreement provides that Settlement Class Counsel may request attorneys' fees up to one-third of the settlement amount after deduction of expenses and service awards, and including interest, reimbursement of expenses or charges in connection with prosecuting the MDL, and class representative service awards. Settlement Agreement ¶ 16.

## IV. THE REQUIREMENTS FOR CERTIFICATION OF A SETTLEMENT CLASS HAVE BEEN MET

DPPs and Glenmark have agreed, subject to the Court's review and approval, to a Settlement Class. This proposed Settlement Class is materially identical[13] to the Settlement Class that the Court certified for DPPs' prior settlements:

> 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.

Settlement Agreement ¶ 1.[14] Courts have repeatedly certified classes of direct purchasers alleging antitrust overcharge claims both for purposes of litigation and settlement.[15]

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[13] The definitions of the Settlement Classes approved by the Court in the Apotex, Breckenridge, Heritage, and Sandoz Settlements are identical. *See, e.g.,* MDL Doc. No. 3021, at 2 (approving Sandoz Settlement Class). The definition of the Settlement Class approved by the Court for the Sun/Taro Settlements was materially the same, except that it referenced "Defendants" in lieu of "Current and Former Defendants." *See* MDL Doc. No. 2093, at 2.

[14] The generic drugs sued on by DPPs are set forth in Exhibit B to the Settlement Agreement, and the Defendants and Former Defendants are set forth in Exhibit C to the Settlement Agreement. The Settlement Class definition is materially identical to the class definition this Court approved in certifying settlement classes for DPPs' prior settlements. *See* MDL Doc. Nos. 2093, 2841, 2842, 2843, and 3021

[15] *See, e.g.*, *In re Suboxone (Buprenorphine Hydrochloride and Nalaxone) Antitrust Litig.*, 421 F. Supp. 3d 12, 78 (E.D. Pa. 2019) (certifying class for litigation), *aff'd* 967 F.3d 264 (3d Cir. 2020); *In re Niaspan Antitrust Litig.*, 397 F. Supp. 3d 668, 691 (E.D. Pa. 2019) (certifying for litigation); *In re: Domestic Drywall Antitrust Litig*., 322 F.R.D. 188 (E.D. Pa. 2017) (certifying for litigation); *In re Domestic Drywall Antitrust Litig*., No. 2:13-md-02437, ECF No. 427 (E.D. Pa. July 18, 2016) (certifying class for settlement); *Id.*, ECF No. 185 (E.D. Pa. Mar. 16, 2015) (same); *Mylan Pharm., Inc. v. Warner Chilcott Pub. Ltd. Co.*, 2014 WL 631031, at *1 (E.D. Pa. Feb. 18, 2014) (certifying for settlement); *In re Chocolate Confectionary Antitrust Litig*., 289 F.R.D. 200 (M.D. Pa. 2012) (certifying for litigation); *In re Chocolate Confectionary Antitrust Litig*., No. 1:08-md-01935, ECF No. 1106 (M.D. Pa. Dec. 12, 2011) (certifying class for settlement); *Am. Sales Co. v. SmithKline Beecham Corp.*, 274 F.R.D. 127, 137 (E.D. Pa. 2010) (certifying for litigation); *In re Wellbutrin SR Direct Purchaser Antitrust Litig.*, 2008 WL

"Where, as here, the court has not already certified the class prior to evaluating the settlement, it must determine whether the proposed settlement class satisfies the requirements of Rule 23(a) and (b)[.]" *Silvis v. Ambit Energy L.P.*, 326 F.R.D. 419, 427 (E.D. Pa. 2018) (citing *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 619 (1997); *In re Nat'l Football League Players Concussion Injury Litig.*, 775 F.3d 570, 581 (3d Cir. 2014); *In re Pet Food Prods. Liab. Litig.*, 629 F.3d 333, 341 (3d Cir. 2010)); *see also Sullivan v. D.B. Invs., Inc.*, 667 F.3d 273, 296 (3d Cir. 2011) (*en banc*) ("[B]efore approving a class settlement agreement, a district court first must determine that the requirements for class certification under Rule 23(a) and (b) are met.") (citation and internal quotation marks omitted). "At the preliminary approval stage, the Court may conditionally certify the class for purposes of providing notice" by making a "'preliminary determination that the proposed class satisfies the criteria set out in Rule 23(a) and at least one of the subsections of Rule 23(b)).'" *Gates v. Rohm & Haas Co.*, 248 F.R.D. 434, 439 (E.D. Pa. 2008) (quoting Manual Complex Lit. § 21.632 (4th ed.)). In determining whether to grant preliminary class certification, a Court "employs a 'less rigorous analysis than that necessary for final certification' because courts conduct a 'fairness hearing in order to issue a final class certification and approve the settlement.'" *In re Shop-Vac Mktg. & Sales Practices Litig.*, 2016

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1946848, at *11 (E.D. Pa. May 2, 2008) (certifying for litigation); *In re K-Dur Antitrust Litig.*, 2008 WL 2699390, at *1 (D.N.J. Apr. 14, 2008) (certifying for litigation), *aff'd*, 686 F.3d 197, 224 (3d Cir. 2012), *reinstated*, 2013 WL 5180857, at *1 (3d Cir. Sept. 9, 2013); *In re Neurontin Antitrust Litig.*, 2011 WL 286118, at *1 (D.N.J. Jan. 25, 2011) (certifying for litigation). *See also In re Ranbaxy Generic Application Antitrust Litig.*, 338 F.R.D. 294, 309 (D. Mass. 2021) (certifying for litigation); *In re Glumetza Antitrust Litig.*, 336 F.R.D. 468, 484 (N.D. Cal. 2020) (certifying for litigation); *In re Loestrin 24 Fe Antitrust Litig.*, 2019 WL 3214257, at *17 (D.R.I. July 2, 2019) (certifying for litigation); *In re Solodyn (Minocycline Hydrochloride) Antitrust Litig.*, 2017 WL 4621777, at *22 (D. Mass. Oct. 16, 2017) (certifying for litigation); *Am. Sales Co., LLC v. Pfizer, Inc.*, 2017 WL 3669604, at *17 (E.D. Va. July 28, 2017), *adopted*, 2017 WL 3669097, at *1 (E.D. Va. Aug. 24, 2017) (certifying for litigation); *In re Lidoderm Antitrust Litig.*, 2017 WL 679367, at *15 (N.D. Cal. Feb. 21, 2017) (certifying for litigation); *In re Nexium (Esomeprazole) Antitrust Litig.*, 296 F.R.D. 47, 60 (D. Mass. 2013) (certifying for litigation).

WL 3015219, at *3 (M.D. Pa. May 26, 2016) (quoting *In re Amtrak Train Derailment*, 2016 WL 1359725, at *2, *4 (E.D. Pa. Apr. 6, 2016)).

Here, the Court has already certified the same settlement class six times before (for the Sun, Taro, Heritage, Apotex, Breckenridge, and Sandoz settlements). *See supra* n. 13. Nothing has occurred that would call for a different result now. And class certification is particularly appropriate with respect to claims asserting nationwide, horizontal price-fixing like those alleged here. In *Hawaii v. Standard Oil Co.*, the Supreme Court explained:

> Every violation of the antitrust laws is a blow to the free-enterprise system envisaged by Congress. This system depends on strong competition for its health and vigor, and strong competition depends, in turn, on compliance with antitrust legislation. . . . Congress chose to permit all persons to sue to recover three times their actual damages every time they were injured in their business or property by an antitrust violation. By offering potential litigants the prospect of recovery of three times the amount of their damages, Congress encouraged these persons to serve as 'private attorneys general.'. . . *Rule 23 of the Federal Rules of Civil Procedure provides for class actions that may enhance the efficacy of private actions by permitting citizens to combine their limited resources to achieve a more powerful litigation posture*.

405 U.S. 251, 262, 266 (1972) (emphasis added) (citation omitted).[16]

Here, the Settlement Class satisfies these elements of Rule 23 meriting certification, and DPPs request that the Court grant preliminary approval to the proposed Settlement Class.

[16] *See also Reiter v. Sonotone Corp.*, 442 U.S. 330, 344 (1979) ("Congress created the treble-damages remedy . . . precisely for the purpose of encouraging private challenges to antitrust violations. These private suits provide a significant supplement to the limited resources available to the Department of Justice for enforcing the antitrust laws and deterring violations.") (emphasis in original); *In re Cathode Ray Tube (CRT) Litig.*, 308 F.R.D. 606, 612 (N.D. Cal. 2015) (observing that "[c]lass actions play an important role in the private enforcement of antitrust actions"). (observing that "[c]lass actions play an important role in the private enforcement of antitrust actions").

### A. The Requirements of Rule 23(a) Are Satisfied for Purposes of Certifying a Settlement Class

#### i. Numerosity

Rule 23(a)(1) requires that a class be so numerous that joinder of all members is "impracticable." Fed. R. Civ. P. 23(a)(1). Although courts in the Third Circuit consider a "non-exhaustive list" of factors to determine whether numerosity is met, such as "judicial economy, the claimants' ability and motivation to litigate as joined plaintiffs, the financial resources of class members, the geographic dispersion of class members, the ability to identify future claimants, and whether the claims are for injunctive relief or for damages,"[17] the Third Circuit has recognized that "generally if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40, the first prong of Rule 23(a) has been met."[18]

Here, with the Settlement Class being materially identical to the settlement class approved for the Sun, Taro, Heritage, Apotex, Breckenridge, and Sandoz Settlements, there are more than 700 Settlement Class members geographically dispersed around the United States, readily satisfying Rule 23(a)(1). *See* MDL Doc. No. 2010-8, Declaration of Jeffrey J. Leitzinger, Ph.D. Regarding Certification of the Sun/Taro Settlement Class ("Leitzinger Class Decl.") ¶ 5 n.3. Judicial economy also weighs in favor of certification given the practicalities of litigating this complex, large, multi-party antitrust MDL and the very large volume of discovery and motion practice associated with it.[19]

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[17] *In re Modafinil Antitrust Litig.*, 837 F.3d 238, 253 (3d Cir. 2016).

[18] *Id.* at 249-50 (internal quotation marks omitted). *See also Whiteley v. Zynerba Pharms., Inc.*, 2021 WL 4206696, at *7 (E.D. Pa. Sept. 16, 2021) (same); *Niaspan*, 397 F. Supp. 3d at 676-77 (numerosity satisfied where putative class contained forty-eight members with "widespread geographic dispersion").

[19] *See Modafinil*, 837 F.3d at 253; *Niaspan*; 397 F. Supp. 3d at 679.

**ii. Commonality**

Rule 23(a)(2) requires that there be "questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2).[20] To satisfy commonality under Rule 23(a)(2), the common issue "must be of such a nature that it is capable of class-wide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke."[21]

This requirement is "easily met," *Baby Neal v. Casey*, 43 F.3d 48, 56 (3d Cir. 1994), and especially so in an antitrust case such as this. *See*, *e.g.*, DPPs' Second Multi-Drug Complaint, No. 20-cv-721, ECF No. 62 ¶ 1814 (listing legal and factual questions common to the class in DPPs' Second Multi-Drug Complaint).[22]

The central issue in this antitrust case is whether the Settling Defendant conspired with other defendants to raise or maintain the price of generic drugs sold to the Settlement Class. Plaintiffs allege that this wrongful conduct caused the Settlement Class to incur antitrust injury

[20] *See also Marcus v. BMW of N. Am., LLC*, 687 F.3d 583, 597 (3d Cir. 2012) ("For purposes of Rule 23(a)(2), even a single common question will do") (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011)).

[21] *Sullivan*, 667 F.3d at 335 (Scirica, C.J., concurring) (quoting *Dukes*, 564 U.S. at 350). *See also Johnston v. HBO Film Mgmt., Inc.*, 265 F.3d 178, 184 (3d Cir. 2001) ("Commonality does not require an identity of claims or facts among class members; instead, [t]he commonality requirement will be satisfied if the named plaintiffs share at least one question of fact or law with the grievances of the prospective class.").

[22] *See also In re Blood Reagents Antitrust Litig.*, 2015 WL 6123211, at *26 (E.D. Pa. Oct. 19, 2015) ("Courts interpreting the commonality requirement in the antitrust area have held that allegations concerning the existence, scope and efficacy of an alleged conspiracy present questions adequately common to class members to satisfy the commonality requirement.") (internal quotation marks omitted); *In re Fasteners Antitrust Litig.*, 2014 WL 285076, at *5 (E.D. Pa. Jan. 24, 2014) ("Cases involving the existence, scope, and efficacy of an alleged conspiracy generally meet the commonality requirement because the allegations present questions adequately common to class members.") (internal quotation marks omitted); *K-Dur*, 2008 WL 2699390, at *4 ("Courts routinely find commonality among antitrust class members alleging conspiracy to fix prices, as well as monopolization.").

by paying overcharges. *See*, *e.g.*, *Niaspan*, 397 F. Supp. 3d at 679 (finding commonality satisfied where a common question includes, *inter alia*, "whether defendants conspired to suppress generic competition to Niaspan"). Commonality is met here.

**iii. Typicality**

Rule 23(a)(3) requires the named plaintiffs' claims to be typical of the claims of the class. Fed. R. Civ. P. 23(a)(3). "The Third Circuit has a 'low threshold' for satisfying typicality."[23] In assessing typicality, "the court must examine 'whether the named plaintiffs' claims are typical, in common-sense terms, of the class, thus suggesting that the incentives of the plaintiffs are aligned with those of the class.'"[24] "If the claims of the named plaintiffs and putative class members involve the same conduct by the defendant, typicality is established regardless of factual differences."[25] "Even relatively pronounced factual differences will generally not preclude a finding of typicality where there is a strong similarity of legal theories or where the claim arises from the same practice or course of conduct."[26]

Here, the claims of DPPs and the Settlement Class are based on the same allegations. Settling Defendant's alleged liability for the alleged damage to each Settlement Class Member

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[23] *Niaspan*, 397 F. Supp. 3d at 680 (quoting *In re Nat'l Football League Players Concussion Injury Litig.*, 821 F.3d 410, 428 (3d Cir. 2016)); *Chimenti v. Wetzel*, 2018 WL 2388665, at *6 (E.D. Pa. May 24, 2018).

[24] *Niaspan*, 397 F. Supp. 3d at 680 (quoting *Blood Reagents*, 2015 WL 6123211, at *26).

[25] *In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 278, 290 (E.D. Pa. 2012) (quoting *Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 259 F.3d 154, 183-84 (3d Cir. 2001)). *See also Hoxworth v. Blinder, Robinson & Co., Inc.*, 980 F.2d 912, 923 (3d Cir. 1992) ("Factual differences will not render a claim atypical if the claim arises from the same event or practice or course of conduct that gives rise to the claims of the class members and if based on the same legal theory.").

[26] *Chimenti*, 2018 WL 2388665, at *6 (citation omitted). *See also Castro v. Sanofi Pasteur Inc.*, 134 F. Supp. 3d 820, 844 (D.N.J. 2015) (claims are typical if they "'arise from the same alleged wrongful conduct' and are based upon 'the same general legal theories'") (citation omitted).

does not depend on the individual circumstances of the Settlement Class Members. DPPs and each Settlement Class Member will be required to make the same factual presentation and legal argument with respect to the common questions of liability. In other Section l antitrust cases, courts have found the typicality prong met because the named plaintiffs asserted that defendant's anticompetitive conduct caused overcharges for themselves and the class.[27] For the same reasons, typicality is met here. *See, e.g.*, MDL Doc. No. 2841 ¶ 6 (determining Apotex settlement class satisfies 23(a)(2)).

**iv. Adequacy of Representation**

Rule 23(a)(4) requires that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). "The adequacy requirement has two components: (1) the interests and incentives of the representative plaintiffs; and (2) the experience and performance of class counsel."[28]

Here, there are no indications that DPPs have interests antagonistic to those of the Settlement Class.[29] DPPs, on their own behalf and on behalf of all Settlement Class Members, seek to recover overcharges caused by Settling Defendant's alleged unlawful conduct. Their

[27] *See Suboxone*, 421 F. Supp. 3d at 49 (typicality is generally satisfied in instances where it is alleged that the defendants engaged in a common scheme relative to all members of the class) (citing *In re Linerboard Antitrust Litig.*, 203 F.R.D. 197, 207 (E.D. Pa. 2001)); *Loestrin*, 2019 WL 3214257, at *11 (class satisfies typicality because "members' claims plainly stem from a unitary course of conduct" in delayed generic entry); *Neurontin*, 2011 WL 286118, at *4 (finding typicality satisfied where the defendant's "alleged misuse of the patent process and filing of frivolous lawsuits in order to delay generic entry and maintain its monopoly of the gabapentin market . . . affected Named Plaintiffs and Class Members in the same way, as all direct purchasers paid higher prices for gabapentin").

[28] *Suboxone*, 421 F. Supp. 3d at 50 (citing *Dewey v. Volkswagen Aktiengesellschaft*¸ 681 F.3d 170, 181 (3d Cir. 2012)).

[29] *See Suboxone*, 967 F.3d at 272 (The adequacy analysis "serves to uncover conflicts of interest between named parties and the class they seek to represent.") (rejecting defendant's adequacy argument).

interests are congruent with the interests of other Settlement Class Members. As the Third Circuit held in *K-Dur* (and as true here), "all of the class members have the same financial incentive for purposes of the litigation - *i.e.*, proving that they were overcharged and recovering damages based on that overcharge."[30]

The experience and performance of Settlement Class Counsel are discussed *infra,* Section IV.C. Class Counsel are more than adequate. Rule 23(a)(4) is met.

### B. The Requirements of Rule 23(b)(3) Are Satisfied for Purposes of Certifying a Settlement Class

If a proposed class satisfies Rule 23(a), a class is eligible to be certified under Rule 23(b)(3) if the court finds that "questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). Here, questions of law and fact common to the Settlement Class predominate over any individualized questions, and a class action is the superior method of adjudicating the controversy.

#### i. Predominance

Predominance is "readily met" in cases alleging violations of antitrust law.[31] Rule

[30] *K-Dur*, 686 F.3d at 223.

[31] *Amchem*, 521 U.S. at 625. *See also Castro*, 134 F. Supp. 3d at 845 ("Common issues predominate when the focus is on the defendants' conduct and not on the conduct of the individual class members.") (citation omitted); *Blood Reagents*, 2015 WL 6123211, at *28 ("In horizontal price-fixing cases, courts routinely hold that common proof predominates in determining whether an unlawful conspiracy existed."); *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. 92, 108 (D.N.J. 2012) ("Given that antitrust class action suits are particularly likely to contain common questions of fact and law, it is not surprising that these types of class actions are also generally found to meet the predominance requirement"); *In re Vitamin C Antitrust Litig.*, 279 F.R.D. 90, 109 (E.D.N.Y. 2012) (stating that in horizontal price-fixing cases, "courts have frequently held that the predominance requirement is satisfied because the existence and effect of the conspiracy are the prime issues in the case and are common across the class").

23(b)(3) "does *not* require a plaintiff seeking class certification to prove that each 'elemen[t] of [her] claim [is] susceptible to classwide proof.' What the rule does require is that common questions '*predominate* over any questions affecting only individual [class] members.'"[32] Thus, Rule 23(b)(3) is satisfied when common issues predominate, even if there are some individualized questions.[33]

Predominance requires only that "*questions* common to the class predominate, not that those questions will be answered, on the merits, in favor of the class."[34] "[T]he office of a Rule 23(b)(3) certification ruling is not to adjudicate the case; rather, it is to select the 'metho[d]' best suited to adjudication of the controversy 'fairly and efficiently.'"[35]

Consistent with this precedent, courts in this district have repeatedly certified direct purchaser classes in analogous cases alleging horizontal conspiracies to artificially inflate

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[32] *Amgen Inc. v. Conn. Ret. Plans and Tr. Funds*, 568 U.S. 455, 469 (2013) (citing Fed. R. Civ. P. 23(b)(3)) (emphasis and alterations in original).

[33] *See*, *e.g.*, *Halliburton Co. v. Erica P. John Fund*, *Inc.*, 573 U.S. 258, 276 (2014) (even if there are "individualized questions of reliance in the case, there is no reason to think that these questions will overwhelm common ones and render class certification inappropriate under Rule 23(b)(3)") (internal citation and quotation marks omitted); *Tyson Foods*, *Inc. v. Bouaphakeo*, 577 U.S. 442, 453-54 (2016) ("When 'one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately, such as damages or some affirmative defenses peculiar to some individual class members.'") (citation omitted); *Reyes v. Netdeposit, LLC*, 802 F.3d 469, 489 (3d Cir. 2015) ("Rule 23 does not require the absence of all variations in a defendant's conduct or the elimination of all individual circumstances."); *In re Nexium Antitrust Litig*., 777 F.3d 9, 21 (1st Cir. 2015) ("[T]he question is whether there is 'reason to think that [individualized] questions will *overwhelm* common ones and render class certification inappropriate[.]") (alteration in original) (citation omitted); *Teva Pharmaceuticals USA Inc. v. Abbott Labs.*, 252 F.R.D. 213, 227 (D. Del. 2008) ("[T]he existence of an individual inquiry does not preclude class certification, especially where all members face the necessity of proving the same fraudulent scheme.") (hereafter, "*Tricor*").

[34] *Amgen*, 568 U.S. at 459.

[35] *Id.* (quoting Fed. R. Civ. P. 23(b)) (alteration in original).

prices.[36] One key reason is that trials in cartel cases *necessarily* focus on a core set of common questions, including: Did the defendants conspire?; and did their conspiracy cause higher prices? These types of class-wide questions have repeatedly been found to satisfy Rule 23(b)(3) in antitrust cases like this one.[37]

Trials in this MDL will undoubtedly focus overwhelmingly on proving (and for

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[36] *See*, *e.g.*, *In re Processed Egg Products Antitrust Litig*., 312 F.R.D. at 204; *Blood Reagents*, 2015 WL 6123211; *Castro v. Sanofi Pasteur, Inc.*, 2015 WL 5770381 (D.N.J. Sept. 30, 2015); *Drywall*, 322 F.R.D. at 235; *Chocolate*, 289 F.R.D. at 226; *In re Mushroom Direct Purchaser Antitrust Litig.*, 319 F.R.D. 158, 208 (E.D. Pa. 2016); *In re OSB Antitrust Litig*., 2007 WL 2253418 (E.D. Pa. Aug. 3, 2007); *In re Microcrystalline Cellulose Antitrust Litig.*, 218 F.R.D. 79 (E.D. Pa. 2003).

[37] *See In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 528 (3d Cir. 2004) ("[T]he predominance test is met in an antitrust case because 'consideration of the conspiracy issue would, of necessity, focus on defendants' conduct, not the individual conduct of the putative class members[.]'") (quoting *In re Flat Glass Antitrust Litig.*, 191 F.R.D. 472, 483-84 (W.D. Pa. 1999)); *Processed Egg Prods.*, 312 F.R.D. at 203; Mushroom, 319 F.R.D. at 188 (finding predominance and explaining that "Evidence that [defendants] entered into a conspiracy that would affect all class members would perforce be evidence common to all class members for proving the conspiracy.") (citation and internal quotation marks omitted) (alteration in original); Chocolate, 289 F.R.D. at 225 (Finding predominance and concluding that "Direct Purchasers will present common evidence of all major issues regarding Defendants' alleged conspiracy at trial."); *Kleen Prods. LLC v. Int'l Paper*, 306 F.R.D. 585, 593–94, 600 (N.D. Ill. 2015) (finding predominance established because each class member "would be relying on the same evidence" to prove the existence of a conspiracy and antitrust impact, and it would be "much more efficient to have a single trial on the alleged conspiracy rather than thousands of identical trials all alleging identical conspiracies based on identical evidence"), *aff'd* 831 F.3d 919 (7th Cir. 2016); *In re Sulfuric Acid Antitrust Litig.*, 2007 WL 898600, at *6 (N.D. Ill. Mar. 21, 2007) ("The extent to which any awarded damages must be adjusted to each individual is not fatal to certification, first because it has traditionally been seen as an inappropriate barrier to applying the efficiencies of Rule 23, and second because there are adequate judicial processes for addressing the problem."); *In re Urethane Antitrust Litig.*, 768 F.3d 1245, 1255 (10th Cir. 2014) ("In price-fixing cases, courts have regarded the existence of a conspiracy as the overriding issue even when the market involves diversity in products, marketing, and prices."); *In re Scrap Metal Antitrust Litig.*, 527 F.3d 517, 535 (6th Cir. 2008) ("'predominance is a test readily met in certain cases alleging . . . violations of the antitrust laws,' because proof of the conspiracy is a common question that is thought to predominate over the other issues of the case" (quoting *Amchem*, 521 U.S. at 625; ellipsis in original)); *In re Capacitors Antitrust Litig. (No. III)*, 2018 WL 5980139, at *5 (N.D. Cal. Nov. 14, 2018) ("[A]s many courts have noted, the claim of a conspiracy to fix prices inherently lends itself to a finding of commonality and predominance, even when the market involves different products and prices.").

Defendants, attempting to refute) the existence of a conspiracy or conspiracies, and Defendants' roles in such conspiracy or conspiracies. Such evidence will include, *inter alia*, witness testimony (live or by deposition), documents, economic evidence of conspiracy, expert testimony, and other evidence relating to Defendants' pricing and conduct—all of it exclusively common to the Settlement Class as a whole. And that is precisely why "courts routinely hold that common proof predominates in determining whether an unlawful conspiracy existed." *Blood Reagents*, 2015 WL 6123211, at *28. In price-fixing class actions like those alleged here, in which proving a conspiracy will be the central issue at trial, common issues are almost certain to predominate over any individualized issues.[38]

Predominance is more readily satisfied in the settlement context, where there are no concerns about how each element will play out at trial.[39] Thus, courts commonly certify classes

[38] *See* 7AA Wright & Miller, Federal Practice & Procedure § 1781 (3d ed. 2014) ("[W]hether a[n antitrust] conspiracy exists is a common question that is thought to predominate over the other issues in the case and has the effect of satisfying the first prerequisite in Rule 23(b)(3)."); *Cathode Ray Tube*, 308 F.R.D. at 620 ("In price-fixing cases, courts repeatedly have held that the existence of the conspiracy is the predominant issue and warrants certification even where significant individual issues are present.") (quotation omitted); *In re Static Random Access Memory (SRAM) Antitrust Litig.*, 264 F.R.D. 603, 611 (N.D. Cal. 2009) ("Plaintiffs need not show that there will be common proof on each element of the claim" especially where proof of the violation is "the predominant issue[.]") (quotation omitted); *In re NASDAQ Market-Makers Antitrust Litig.*, 169 F.R.D. 493, 518 (S.D.N.Y. 1996) ("Courts repeatedly have held that the existence of a conspiracy is the predominant issue in price fixing cases, warranting certification of the class even where significant individual issues are present.") (citations omitted).

[39] *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 269 (3d Cir. 2009) ("[H]ere we are not as concerned with 'formulat[ing] some prediction' as to how this element of a Sherman Act violation would 'play out' at trial, 'for the proposal is that there be no trial,' and instead our inquiry into the element of antitrust injury is solely for the purpose of ensuring that issues common to the class predominate over individual ones.") (quoting *In re Hydrogen Peroxide Antitrust Litig.*, 552 F.3d 305, 311 (3d Cir. 2008), as amended (Jan. 16, 2009) and *Amchem*, 521 U.S. at 620); *Sullivan*, 667 F.3d at 304 ("The proposed settlement here obviates the difficulties inherent in proving the elements of varied claims at trial or in instructing a jury on varied state laws" when evaluating predominance).

for settlement purposes even when certification has been denied for litigation.[40]

Here, the evidence that would be presented at trial will consist mostly or exclusively of evidence common to the Settlement Class as a whole, including testimony, documents and data from Defendants' employees, files and expert testimony based on that common evidence concerning Defendants' alleged unlawful conduct, and if necessary, calculation of aggregate Class damages.

### 1. Common Issues Predominate as to Violation of the Antitrust Laws

The elements of a claim brought under Section 1 of the Sherman Act are "(1) concerted actions; '(2) that produced anti-competitive effects within the relevant product and geographic markets; (3) that the concerted actions were illegal; and (4) that [plaintiffs were] injured as a proximate result of the concerted action.'"[41]

Proof of Defendants' alleged misconduct "will not vary among class members." *In re NASDAQ Market Makers Antitrust Litig.*, 169 F.R.D. 493, 518 (S.D.N.Y. 1996). The anticompetitive conduct alleged involves evidence common to the Settlement Class, including whether Defendants engaged in an illegal conspiracy or conspiracies. Such class-wide evidence

[40] *In re Dynamic Random Access Memory (DRAM) Antitrust Litig*., 2013 WL 12333442, at *56 (N.D. Cal. Jan. 8, 2013), *report and recommendation adopted sub nom*. *In re Dynamic Random Access Memory Antitrust Litig*., 2014 WL 12879520 (N.D. Cal. June 27, 2014) (Certifying a settlement class despite prior denial of certification for a litigation class). "This Court's concerns related to litigation issues, that is the likelihood that at trial, individualized proof would overwhelm common proof on the disputed elements of impact and pass-on of damages. Here, neither a prediction of the common evidence needed to establish the defendants' liability to class members nor any other aspect of trial manageability is a concern for the point of these proposed settlement is to eliminate a trial.") (collecting cases).

[41] *Generic*, 338 F. Supp. 3d at 438 (quoting *Gordon v. Lewistown Hosp*., 423 F.3d 184, 207 (3d Cir. 2005)).

of defendants' antitrust violation is routinely found to predominate by courts addressing certification of settlement classes.[42]

**2. Common Issues Predominate as to Proof of Impact**

Antitrust injury, or impact, requires showing "some injury" due to an antitrust violation.[43] "[F]or certification plaintiff need not prove antitrust injury actually occurred."[44] DPPs must provide a plausible theory of injury that can be proven through predominantly common evidence.[45] Class certification is proper even if the class includes some uninjured members.[46]

Common issues predominate as to antitrust impact as well, just as courts have repeatedly found in certifying, for litigation and settlement, classes of direct purchasers in other antitrust

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[42] *See*, *e.g.*, *Processed Egg Prods.*, 284 F.R.D. at 263 ("we find that common questions abound with respect to whether the defendants engaged in illegal, concerted action.'"); *In re Domestic Drywall Antitrust Litig.*, No. 2:13-md-02437, ECF No. 185 at 3-4 (granting certification of a settlement class "because common issues, including whether USG and other Defendants entered into any conspiracy, predominate over any questions affecting only individual members of the USG Settlement Class"); *Schuylkill Health Sys. v. Cardinal Health, Inc.*, No. 2:12-cv-07065, ECF No. 175 (E.D. Pa. Feb. 12, 2016) (Sanchez, J.) (granting preliminary approval of a settlement and certifying a settlement class, finding that common issues predominated over any individual issues in a case alleging violations of Section 1 and Section 2 of the Sherman Act).

[43] *Zenith Radio Corp. v. Hazeltine Research, Inc.*, 395 U.S. 100, 114 n.9 (1969). *See also In re Hydrogen Peroxide Antitrust Litig.*, 552 F.3d at 325; *In re Linerboard Antitrust Litig.*, 305 F.3d 145, 151 (3d Cir. 2002).

[44] *K-Dur*, 686 F.3d at 222.

[45] *See Modafinil*, 837 F.3d at 262-63 (a class should be certified "if such impact is plausible in theory [and] . . . susceptible to proof at trial through available evidence common to the class") (citation omitted) (alteration in original).

[46] *K-Dur*, 686 F.3d at 221-22 (certification appropriate even if some class members might have "zero or negative damages"); *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d at 269 ("we are satisfied that the element of antitrust injury—that is, the fact of damages—is susceptible to common proof, even if the amount of damage that each plaintiff suffered could not be established by common proof."); *Linerboard*, 305 F.3d at 158 (uninjured class members were merely "limited exceptions relating to purchasers whose contracts were tied to a factor independent of the price of linerboard") (affirming class certification); *Castro*, 134 F. Supp. 3d at 847 (the possibility or inevitability of uninjured members does not preclude certification).

cases.[47] Likewise, courts routinely certify classes and find predominance as to impact in horizontal price-fixing cases like this one.[48]

DPPs' expert Dr. Leitzinger has opined that DPPs will be able to prove impact to the Settlement Class using predominantly common evidence. *See* Leitzinger Class Decl., MDL Doc. No. 2010-8 ¶¶ 15-28. Dr. Leitzinger's opinion is based on several considerations. *Id.* First, Dr. Leitzinger has considered extensive economic research regarding generic competition, which finds that (absent the conspiracies alleged in this case) competition among and between generic pharmaceutical manufacturers drives down generic prices market-wide, and therefore the alleged

[47] *See*, *e.g.*, *K-Dur*, 686 F.3d at 221; *In re Modafinil*, 837 F.3d at 66; *Niaspan*, 397 F. Supp. 3d at 685-88 (common issues predominate with respect to classwide antitrust injury for direct purchasers of brand and/or generic Niaspan); *Glumetza*, 336 F.R.D. at 476-79 (similar); *Opana ER*, 2021 WL 3627733, at *5 (similar); *Solodyn*, 2017 WL 4621777, at *7-8 (similar); *Loestrin*, 2019 WL 3214257, at *13-14 (similar); *Lidoderm*, 2017 WL 679367, at *9-10 (similar). *See also In re Namenda Direct Purchaser Antitrust Litig.*, 331 F. Supp. 3d 152, 215-17 (S.D.N.Y. 2018) (studies, defendant's analyses, and sales data are sufficient proof of antitrust injury for brand and/or generic direct purchasers); *Wellbutrin SR*, 2008 WL 1946848, at *8-10 (literature and data satisfy predominance despite disagreement between experts about whether all brand purchasers would have converted to generic); *TriCor*, 252 F.R.D. at 229-30 (literature and empirical evidence of prices and market shares "can demonstrate impact on a class-wide basis" where "all or nearly all class members would have either bought the generic at lower prices, or paid lower prices on branded [product], or both."); *Meijer, Inc. v. Warner Chilcott Holdings Co. III, Ltd.*, 246 F.R.D. 293, 308-10 (D.D.C. 2007) (common impact issues predominate based on literature, generic projections and sales data, despite several class members never purchasing generic); *In re Nifedipine Antitrust Litig.*, 246 F.R.D. 365, 370 & n.10 (D.D.C. 2007) (studies and defendant projections are classwide proof of impact to generic only purchasers).

[48] *In re Ins. Brokerage Antitrust Litig*., 579 F.3d at 268-269 ("whether the named plaintiffs and absent class members were proximately injured by the conduct of the [] Defendants is a question that is capable of proof on a class-wide basis" where Defendants conspired to raise prices on the product purchased by plaintiffs and thus "common questions exist even with respect to the element of antitrust injury and therefore any individual issues do not overwhelm the common ones."); *Processed Egg Prods.*, 284 F.R.D. at 263-64 (finding predominance as to impact: "The issue here is, whether the Class Members were proximately injured by the conduct of [the settling defendants] and other Defendants, which is a question that is capable of proof common to the class members" because class members will be relying on "the same alleged conduct [by Defendants], common proof of such conduct, and economic harm of overpayment for the respective products resulting from such conduct.").

conspiracies, if proven, would result in substantial and widespread overcharges. *Id.* ¶¶ 25-28. Second, Dr. Leitzinger has considered his work in more than two dozen cases brought by direct purchasers challenging allegedly impaired generic competition in the pharmaceutical industry and the court rulings certifying these classes. *Id.* ¶ 24. Third, Dr. Leitzinger has considered the size of the price increases being challenged in this case and finds that the vast majority of NGD formulations experienced substantial price hikes (based on IQVIA (formerly IMS) data). *Id.* ¶ 25. Dr. Leitzinger has opined that such large price increases and overcharges make it even more likely that direct purchasers of these drugs suffered antitrust impact. *Id.* In addition, Dr. Leitzinger has explained that the fact that many Settlement Class members purchased more than one NGD makes it even more likely that these Settlement Class members were impacted by Defendants' alleged conduct given that Settlement Class members need only have suffered overcharges on a single NGD to be impacted. *Id.* ¶ 26.[49] Finally, Dr. Leitzinger has considered the experience of the Settlement Class members that purchased the class bellwether NGDs (clobetasol and clomipramine), and found that, following the price spikes for these drugs, nearly all of the clobetasol and clomipramine buyers paid an amount that was at least double the price prevailing prior to the spike. *Id.* ¶¶ 27-28. Dr. Leitzinger has explained: "As this experience reflects, and the generic literature and prior case experience would lead one to expect, the presumptive impact of the alleged conspiracies on these NGDs was associated with a substantial increase in prices paid for at least one of the affected NGD formulations by nearly all of the Settlement Class buyers." *Id.* ¶ 28

[49] Based on Dr. Leitzinger's work, approximately 55% of Settlement Class members purchased more than one NGD. Leitzinger Class Decl. ¶ 25.

### 3. The Court Need Not Evaluate Damages to Certify the Settlement Class

Damages need not have been calculated prior to certification of a settlement class.[50] An action can properly be certified under Rule 23(b)(3) if "one or more of the central issues in the action are common to the class and can be said to predominate . . . even though other important matters will have to be tried separately, such as damages or some other affirmative defenses peculiar to some individual class members."[51]

In addition, in *Suboxone*, the Third Circuit reaffirmed that predominance is readily satisfied as to damages where, as here, aggregate damages to the Class can and will be reliably measured using class-wide evidence.[52] Even before *Suboxone*, courts in this circuit and around the country in direct purchaser actions similar to this one uniformly found that common issues predominated with respect to damages, rejecting arguments that individual damage questions and

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[50] *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d at 268-69 (affirming certification of a settlement class and finding predominance satisfied without the evaluation of a damages model); *Processed Egg Prods.*., 284 F.R.D. at 263–64 (certifying a settlement early in the litigation proceeding and finding predominance without the evaluation of a damages model); *In re Comcast Corp. Set-Top Cable Television Box Antitrust Litig*., 333 F.R.D. 364, 377 (E.D. Pa. 2019) (certifying a settlement class without the benefit of expert discovery or damages modelling); *Domestic Drywall*, No. 2:13-md-02437, ECF No. 185 (E.D. Pa. Mar. 16, 2015) (preliminarily certifying a settlement class and finding predominance without evaluating a damages model.); *id.*, ECF No. 276 (E.D. Pa. Aug. 20, 2015) (final approval of the settlement and certification of the settlement class); *Schuylkill Health Sys.*, No 2:12-cv-07065, ECF No. 175 (E.D. Pa. Feb. 12, 2016) (Sanchez, J.) (certifying a settlement class and finding predominance without the evaluation of a damages model).

[51] *In re Wawa, Inc. Data Sec. Litig.*, 2021 WL 3276148, at *4 (E.D. Pa. July 30, 2021) (quoting *NFL Players*, 821 F.3d at 427) (certifying class for settlement and finding common issues predominate where class members "would rely on common documentary, testimonial, and expert evidence to show both Wawa's action and inaction and to establish liability") (internal citation and quotation marks omitted); *Caddick v. Tasty Baking Co*., 2021 WL 1374607, at *5 (E.D. Pa. Apr. 12, 2021) (similar).

[52] *Suboxone*, 967 F.3d at 272.

variations in prices, rebates, and damage amounts preclude certification.[53] That class members may have suffered different overcharge damages is no basis for denying class certification.[54] Once a jury determines the aggregate damages suffered by the Class, allocation of the award is of no concern to the Defendant and may be done through various means, including a special master.[55] Individualized damages determinations and allocation issues do not preclude certification.[56]

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[53] *See supra* fn. 47 (citing cases). This is true in pharmaceutical antitrust cases like this one, alleging suppressed generic competition. *See e.g.*, *Suboxone*, 967 F.3d at 272 ("Individualized determinations, however, are of no consequence in determining whether there are common questions concerning liability."); *K-Dur*, 686 F.3d at 221-22 (certification affirmed despite pricing variation among class members); *Niaspan*, 397 F. Supp. 3d at 688 ("[I]ndividualized rebuttal does not cause individual questions to predominate.") (citation omitted); *Neurontin*, 2011 WL 286118, at *9 n.24 ("Any arguments regarding the variable rates at which Class Members substituted generic . . . for [brand] relate to the quantum of injury, rather than the fact of injury, and therefore do not defeat predominance with respect to the impact element."); *Lidoderm*, 2017 WL 679367, at *11 (variation in direct purchasers' prices paid and damages amounts no bar to certification); *Tricor*, 252 F.R.D. at 231 (approving aggregate damages analysis). This also holds true in horizontal price fixing cases like this one. *See e.g. In re Mushroom Direct Purchaser Antitrust Litig.*, 319 F.R.D. 158, 206 (E.D. Pa. 2016) (rejecting arguments in a horizontal price-fixing case "premised on the notion that variation of damages between and among class members defeats predominance. . . . The determination of the aggregate classwide damages is something that can be handled most efficiently as a class action, and the allocation of that total sum among the class members can be managed individually") (citations omitted), *recon. denied*, 2017 WL 696983 (E.D. Pa. Feb. 22, 2017).

[54] 7AA Charles Alan Wright et al., Federal Practice and Procedure § 1781, at 235 (3d ed. 2005) ("[I]t uniformly has been held that differences among the members as to the amount of damages incurred does not mean that a class action would be inappropriate."); *In Re Insurance Brokerage Antitrust Litig.*, 579 F.3d at 268-69; *supra* fn. 45 (citing cases).

[55] *See*, *e.g.*, *Tyson Foods*, 577 U.S. at 461 (allocation issues are a premature and insufficient basis to challenge predominance at class certification because "a challenge to the proposed method of allocation" is properly raised when the case is ready "for disbursal of the award").

[56] *Suboxone*, 967 F.3d at 271-72 & n.12.

### ii. A Class Action is Superior to Other Methods of Adjudication

Rule 23(b)(3) also requires that a class action would be a superior method of adjudicating DPPs' and Settlement Class Members' claims. For certification of a Settlement Class, the Court is not required to analyze the superiority factors in great detail.[57]

Here, class treatment is superior to other means of resolving these claims. *See*, *e.g.*, *Processed Egg Prods.*, 284 F.R.D. at 294 ("[A] class action device enables individual direct purchasers to pursue their claims in an economically feasible manner, with greater efficacy in achieving enforcement and deterrence goals, and with greater bargaining power for settlement purposes."). This is especially true given that this case has progressed over nearly an eight-year period with substantial motion practice and fact discovery completed. Having this matter remain in this Court as a certified class action is far superior and more manageable than having it start all over again on behalf of every single class member. Class certification also limits the likelihood of inconsistent rulings. *See In re Relafen Antitrust Litig.*, 218 F.R.D. 337, 347 (D. Mass. 2003) ("Resolution by class action would instead promote uniform treatment of class members-similarly situated direct purchasers who allege similar injuries resulting from the same conduct."). Certification of the Settlement Class is plainly the superior method by which Class members can obtain compensation for their injuries.

## C. Settlement Class Counsel Meet the Requirements for Appointment

Under Rule 23(g), if the Court certifies the Settlement Class for purposes of the

[57] *See*, *e.g.*, *Amchem*, 521 U.S. at 620 (holding that a court does not need to consider whether there would be manageability issues at trial since a proposed settlement would avoid the need for trial); *Rodriguez v. Nat'l City Bank*, 726 F.3d 372, 378 (3d Cir. 2013) (recognizing that "certain Rule 23 considerations, such as whether the case, if tried, would present intractable management problems, are not applicable in the settlement class context") (internal quotation marks omitted); *Comcast Corp. Set Top*, 333 F.R.D. at 374 ("because a settlement obviates the need for trial, concerns regarding the manageability of a Rule 23(b)(3) class disappear.").

Settlement with Glenmark, it must appoint Settlement Class Counsel. Settlement Class Counsel is charged with fairly and adequately representing the interests of the Settlement Class. In appointing Settlement Class Counsel, the Court must consider:

> (1) the work counsel has done in identifying or investigating potential claims in the action; (2) counsel's experience in handling class actions, other complex litigation, and types of claims asserted in the action; (3) counsel's knowledge of the applicable law; and (4) the resources counsel will commit to representing the class.

*Sheinberg v. Sorensen*, 606 F.3d 130, 132 (3d Cir 2010).

The Court previously appointed Dianne M. Nast as Plaintiffs' Lead and Liaison Counsel for DPPs, and appointed Ms. Nast, Robert N. Kaplan, Linda P. Nussbaum, Michael L. Roberts, Thomas M. Sobol, David F. Sorensen, and their respective firms to serve as members of the Plaintiffs' Steering Committee ("PSC") for the Class of Direct Purchasers (collectively, "Settlement Class Counsel").[58] DPPs respectfully request that the Court reaffirm these appointments.

Harnessing the experience garnered by litigating antitrust cases for decades,[59] Settlement Class Counsel investigated and filed the first direct purchaser antitrust action challenging Defendants' conduct at issue here and have vigorously pursued the litigation on behalf of the proposed Settlement Class for more than eight years. Settlement Class Counsel engaged in extensive fact discovery, including propounding hundreds of document requests, interrogatories, and requests for admissions; producing and reviewing millions of documents; taking or participating in numerous depositions; and engaging in numerous informal and formal hearings before the Court and the three Special Masters. The parties have also engaged in extensive

[58] Pretrial Order No. 21 (Plaintiffs' Steering Committees) (superseding Pretrial Order Nos. 6 and 9) (MDL Doc. No. 342); Pretrial Order No. 37 (MDL Doc. No. 507).

[59] *See*, *e.g.*, MDL Doc. Nos. 49, 312, & 11-1 (Class Counsel firm resumes).

discovery motion practice, including an appeal of a discovery ruling that was briefed before the Third Circuit and the United States Supreme Court.[60] Settlement Class Counsel has already expended millions of dollars litigating this case, and will commit the resources necessary—both time and funding—to vigorously represent the Settlement Class in this litigation. Courts have recognized Settlement Class Counsel's expertise in this field and have repeatedly adjudged Settlement Class Counsel adequate under Rule 23(a)(4) and 23(g).[61] Settlement Class Counsel has capably represented the Settlement Class throughout the litigation, and DPPs request that they be appointed as Settlement Class Counsel for this Settlement.

## V. THE PROPOSED SETTLEMENT MEETS THE STANDARD FOR PRELIMINARY APPROVAL

"In determining whether to grant preliminary approval, a court should consider whether the proposed settlement has any 'obvious deficiencies' as to its fairness" and whether it

[60] *In re Actavis Holdco U.S., Inc.*, 2019 WL 8437021 (3d Cir. Dec. 6. 2019) (denying petition for writ of mandamus), *cert. denied*, 141 S. Ct. 124 (2020).

[61] *See*, *e.g.*, *Niaspan*, 397 F. Supp. 3d at 681 (finding adequacy under Rule 23(a)(4) where Hagens Berman and Berger Montague served as Co-Lead Counsel); *Suboxone*, 421 F. Supp. 3d at 67-68, *aff'd* 967 F.3d 264 (finding adequacy under Rule 23(a)(4) where Hagens Berman served as Co-Lead Counsel and Berger Montague served as counsel for a class representative); *Loestrin*, 2019 WL 3214257, at *17 (finding adequacy under Rule 23(a)(4) where Hagens Berman and Berger Montague served as Co-Lead Counsel); *Nifedipine*, 246 F.R.D. at 369 (finding adequacy under Rule 23(a)(4) where Kaplan Fox and Dianne Nast served as Co-Lead Counsel and Berger Montague served on the Executive Committee); *In re DDAVP Direct Purchaser Antitrust Litig*., 2011 WL 13318188, at *1 (S.D.N.Y. Aug. 16, 2011) (finding adequacy under Rule 23(g) where Linda Nussbaum and Berger Montague served as Co-Lead counsel); *In re Wellbutrin SR Direct Purchaser Antitrust Litig.,* 2008 WL 1946848, at *3-4 (finding adequacy under 23(a)(4) where Dianne Nast served as lead counsel and Roberts Law Firm, Kaplan Fox, and Berger Montague served as co-counsel); *First Impressions Salon, Inc. v. Nat'l Milk Producers Fed'n*, No. 3:13-cv-00454, ECF No. 301 (S.D. Ill. Dec. 8, 2017) (finding adequacy under Rule 23(a)(4) where Dianne Nast and Michael L. Roberts served as co-lead counsel); *Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co*., No. 09-cv-852, ECF No. 1088 (E.D. Wis. Aug. 8, 2017) (finding adequacy under 23(a)(4) where Roberts Law Firm served as co-lead counsel).

"'appears to fall within the range of possible approval.'"[62] Federal Rule of Civil Procedure 23(e) governs class action settlement and sets forth the procedures for reviewing a proposed settlement. Rule 23(e)(1) authorizes a court to grant preliminary approval of a proposed class-action settlement so long as the moving parties demonstrate that the court will "'*likely be able to*' grant final approval to the settlement." 4 Newberg on Class Actions § 13:14 (5th ed.) (citing Fed. R. Civ. P. 23(e)(1)(B)) (emphasis added). First, the parties "provide the court with information sufficient to enable it to determine whether to give notice of the proposal to the class." Fed. R. Civ. P. 23(e)(1)(A). The court then decides whether "giving notice is justified by the parties' showing that the court will *likely be able to*: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal." Fed. R. Civ. P. 23(e)(1)(B) (emphasis added).

Preliminary approval does not require a hearing (though DPPs will make themselves available should the Court desire one). As explained in the *Manual for Complex Litigation (Fourth)*, "this initial evaluation can be made on the basis of information already known, supplemented as necessary by briefs, motions, or informal presentations by parties." *Id.* § 21.632 at 382. Given the Court's knowledge of counsel and the MDL, supplemented by the documents and exhibits submitted herewith, this Court can grant DPPs' motion and preliminarily approve the Settlement.

[62] *Wawa*, 2021 WL 3276148, at *8 (quoting *Mehling v. New York Life Ins. Co*., 246 F.R.D. 467, 472 (E.D. Pa. 2007)).

### A. The Court is Likely to Determine the Proposed Settlement is Fair, Reasonable, and Adequate Pursuant to Rule 23(e)(2)

Rule 23(e)(2), amended in 2018, codified the factors a court must consider when determining the fairness of a class action settlement at final approval.[63] Federal Rule of Civil Procedure 23(e)(2) directs courts to consider whether:

> (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). At preliminary approval, courts need only consider these factors for purposes of finding that they would "likely" approve the proposed settlement.[64]

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[63] 4 Newberg on Class Actions § 13:14 (5th ed.) ("Rule 23(e)(2) in turn authorizes final approval only upon a showing that the settlement is 'fair, reasonable, and adequate,' made after a consideration of four factors."); *id.* § 13:15 ("Congress adopted this standard for the first time at the end of 2018. Prior to that, Rule 23 did not embody a specific preliminary settlement approval process or standard"); *Myers v. Jani-King of Phila., Inc*., 2019 WL 4034736, at *7 n.4 (E.D. Pa. Aug. 26, 2019) ("Effective December 1, 2018, Rule 23(e) was amended to list factors to guide a district court's determination of whether a proposed settlement is 'fair, reasonable, and adequate.'").

[64] *See Wawa*, 2021 WL 3276148, at *8 (evaluating the new Rule 23(e) requirements when considering preliminary approval of a class action settlement); *Caddick*, 2021 WL 1374607, at *6 (same); *Hall v. Accolade, Inc*., 2019 WL 3996621, at *2 (E.D. Pa. Aug. 23, 2019) (same).

Prior to the Rule 23(e) Amendment, courts in the Third Circuit preliminarily approved settlement as long as "there [were] no obvious deficiencies and the settlement [fell] within the range of reason." *Gates*, 248 F.R.D. at 438 (internal quotation marks and citation omitted). In *GM Trucks,* the Third Circuit established four factors that, if satisfied, entitled a proposed settlement to a "presumption of fairness." *In re Cendant Corp. Litig*., 264 F.3d 201, 233 n.18 (3d Cir. 2001) ("*GM Trucks* held that a district court reviewing a proposed class action settlement should make a preliminary determination, under which a presumption of fairness for the settlement is established if the court finds that: (1) the negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.") (citing *In re Gen. Motors Corp. Pick–Up Truck Fuel Tank Prods. Liab. Litig*., 55 F.3d 768, 785 (3d Cir. 1995)).

### i. The Class Representatives and Settlement Class Counsel Have Adequately Represented the Settlement Class

In evaluating a proposed settlement, this factor focuses on "the actual performance of counsel acting on behalf of the class." Fed. R. Civ. P. 23(e)(2) Advisory Committee Note on 2018 Amendments.[65] As addressed above, Settlement Class Counsel engaged in extensive discovery and discovery-related motions practice prior to entering this Settlement. *See supra,* Section IV.C. In reaching this Settlement, Settlement Class Counsel engaged in lengthy, hard-fought, arm's length negotiations on behalf of the Class. *See supra,* Section II. *See also* Nast Decl. ¶¶ 14-16. This factor will likely be satisfied for final approval and thus weighs in favor of preliminarily approving the Settlement.

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While the Rule 23(e) factors were not intended to replace the factors previously developed by the Third Circuit in evaluating the fairness of a class settlement, they were intended to codify prior practice. Fed. R. Civ. P. 23(e)(2) Advisory Committee Note on 2018 Amendments ("The goal of [the Rule 23(e)(2)] amendment is not to displace any factor, but rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal."); 4 Newberg on Class Actions § 13:14 (5th ed.) (similar). Indeed, the 23(e) factors largely overlap with the *GM Trucks* factors, the factors set forth in *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975), and other factors courts in the Third Circuit previously relied on to evaluate the fairness of a settlement at the preliminary and final approval stages. *See Hall*, 2019 WL 3996621, at *2 ("The Girsh factors predate the recent revisions to Rule 23, which now explicitly identifies the factors that courts should apply in scrutinizing proposed class settlement, and the discussion in Girsh substantially overlaps with the factors identified in Rule 23.").

[65] *See also Caddick*, 2021 WL 1374607, at *6 (finding adequate representation under Rule 23(e)(2)(a) where "class counsel expanded considerable time and effort on this case, engaged in extensive discovery, including reviewing and analyzing a substantial volume of documents."); *Hall*, 2019 WL 3996621, at *4 (finding adequate representation under Rule 23(e)(2)(a) where class counsel logged hundreds of attorney hours on the litigation, took depositions, requested and reviewed written and electronic discovery, constructed a damages model, and interviewed class members).

### ii. The Proposed Settlement Was Reached After Arm's Length Negotiations

As a general matter, settlements that result from arm's length negotiations between experienced counsel are given deference by courts.[66]

As shown in the Nast Declaration, this Settlement is the result of lengthy, hard-fought, arm's length negotiations between Settlement Class Counsel and Settling Defendant's counsel, all of whom are capable attorneys with decades of experience in complex class actions and antitrust matters. *See supra,* Section II; Nast Decl. ¶¶ 14-22. Settlement Class Counsel and Settling Defendant's counsel vigorously advocated for their respective clients and were prepared to continue with the litigation if no settlement had been reached.

### iii. The Relief Provided for the Settlement Class is Adequate

This proposed Settlement represents a substantial recovery to the Settlement Class – in both dollar value and cooperation. The $37,750,000 in monetary relief (which, as noted above, may be adjusted up via the MFN clause, or down due to opt-outs), the MFN and other terms

[66] *See Whiteley*, 2021 WL 4206696, at *4 ("[C]ourts generally recognize that a proposed class settlement is presumptively valid where . . . the parties engaged in arm's length negotiations after meaningful discovery") (internal quotation marks omitted); *In re Automotive Refinishing Paint Antitrust Litig.*, 2003 WL 23316645, at *2 (E.D. Pa. Sept. 5, 2003) ("Though the ultimate determination of the fairness of a partial settlement is left to the court, it is appropriate to give substantial weight to the recommendations of experienced attorneys, who have engaged in arms-length settlement negotiations, in making this determination."); *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 640 (E.D. Pa. 2003) (holding that "[a] presumption of correctness is said to attach to a class settlement reached in arms-length negotiations between experienced, capable counsel"); *In re Orthopedic Bone Screw Prods. Liab. Litig.*, 176 F.R.D. 158, 184 (E.D. Pa. 1997) (concluding that the settlement was the product of "good faith, arms' length negotiations[,]" which eliminated "the risk that a collusive settlement agreement may [have been] reached"). Further, "when evaluating a settlement, a court should be 'hesitant to undo an agreement that has resolved a hard-fought, multi-year litigation.'" *Comcast Corp. Set Top*, 333 F.R.D. at 378 (quoting *In re Baby Prods. Antitrust Litig*., 708 F.3d 163, 175 (3d Cir. 2013)). And "[w]here this negotiation process follows meaningful discovery, the maturity and correctness of the settlement become all the more apparent." *In re Philips/Magnavox TV Litig*., 2012 WL 1677244, at *11 (D.N.J. May 14, 2012).

provided by this Settlement are substantial. The Settlement Agreement also includes provisions to protect the Settlement Class's rights to seek the full value of their damages from other, non-settling Defendants in the MDL to the extent permitted or authorized by law. *See* Settlement Agreement ¶ 14 (Non-settling Defendants remain joint and severally liable for Glenmark's alleged conduct and DPPs' rights to rely on Settling Defendant's sales of NGDs to the Settlement Class for this purpose are preserved).

Further, the cooperation required by the Settlement Agreement will assist DPPs in the continued prosecution of this MDL on behalf of the Settlement Class.[67]

In approving class-action settlements, courts in the Third Circuit have long deferred to the judgment of experienced counsel who have conducted arm's length settlement negotiations.[68] Here, Settlement Class Counsel have extensive experience litigating antitrust claims; they have demonstrated throughout this litigation that they are well-versed in this area of law and committed to vigorously prosecuting this case to achieve the best result for the class.[69] Settlement Class Counsel endorse this Settlement and believe that the combination of monetary recovery and cooperation provided for in the Settlement Agreement is a fair and reasonable result for the Settlement Class.

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[67] *See Processed Egg Prods.*, 284 F.R.D. at 255 (approving settlement where one defendant agreed to cooperate in prosecution of case against other defendants by providing documents and expert witnesses); *Linerboard*, 292 F. Supp. 2d at 643 (noting settlement provision of cooperation provided substantial benefit to the classes and supported settlement approval); *In re Ikon Office Solutions Inc. Sec. Litig*., 194 F.R.D. 166, 177 (E.D. Pa. 2000) (noting that cooperation agreements are valuable in settling a complex case).

[68] *See*, *e.g*., *Ebner v. Merchants & Med. Credit Corp*., 2017 WL 1079966, at *5 (E.D. Pa. Mar. 22, 2017) (approving class settlement and noting that, "*experienced* class counsel endorses this settlement," and "[s]uch an opinion is entitled to 'significant weight.'") (emphasis in original) (internal citation omitted); *Fisher Bros. v. Phelps Dodge Indus., Inc*., 604 F. Supp. 446, 452 (E.D. Pa. 1985) ("[T]he professional judgment of counsel involved in the litigation is entitled to significant weight.").

[69] *See* Section IV.A.iv, *supra.*

### 1. The Settlement Accounts for the Costs, Risks, and Delays of Trial and Appeal

As a result of the substantial discovery and motion practice that has occurred to date, Settlement Class Counsel possess the information necessary to evaluate this proposed Settlement in light of the costs, risks, and delays associated with litigating the case through trial. Settlement Class Counsel continues to believe that the claims against Glenmark have merit and will continue to vigorously prosecute their claims against the non-settling Defendants. Nevertheless, the Settlement Class would face a number of risks, expenses, and difficult challenges if the litigation were to continue.

The complex nature of this case, requiring discovery of approximately three dozen Defendant families and economic evaluations for 159 drugs, unavoidably involves significant expenditures on e-discovery and expert fees. Settlement Class Counsel has already incurred more than $14,000,000 in cumulative out-of-pocket expenses. Expenses will only continue to grow as the case proceeds.

The Settlement Class would also face a number of legal challenges and delays if the case continued through trial, including discovery disputes; preparing and defending fact and expert depositions; preparing and defending expert reports; and preparing and defending *Daubert* motions, class certification (and potential Rule 23(f) petition), summary judgment, and motions *in limine*. Antitrust class actions "are notoriously complex, protracted, and bitterly fought."[70] This case is no different. The initial complaints in this litigation were filed nine years ago. Defendants' motions to dismiss have been the subject of extensive briefing and argument, and the Settling Defendant has vigorously defended itself throughout the life of the case. Each stage

[70] *Meredith Corp. v. SESAC, LLC*, 87 F. Supp. 3d 650, 661 (S.D.N.Y. 2015) (citation and internal quotation marks omitted).

of this litigation has been and is likely to continue to be just as vigorously fought. There can be no doubt that this case would be expensive to continue, complex to try, and uncertain in result.

For these reasons, "[t]he law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation."[71] The proposed Settlement will ensure an immediate monetary distribution to the Settlement Class, and the accompanying cooperation will likely strengthen DPPs' claims and expedite the discovery process with other Defendants. That the Court will likely find this factor satisfied for final approval weighs in favor of preliminarily approving the Settlement.

**2. The Settlement Provides an Effective Method to Distribute the Relief to the Settlement Class**

Under Rule 23(e)(2)(C)(ii), the Court "scrutinize[s] the method of claims processing to ensure that it facilitates filing legitimate claims" and "should be alert to whether the claims process is unduly demanding." Fed. R. Civ. P. 23 Advisory Committee Notes on 2018 Amendments. This Settlement provides a straightforward process for Settlement Class Members to submit claims and receive their share of the Settlement distribution. The Plan of Allocation provides that claimants who submit timely, valid claim forms will receive their *pro rata* share of the Settlement Funds of this Settlement, except where a Class Member's total *pro rata* share falls below $25 total compensation for the two Settlements, in which case the injured Class Member will receive a "floor" share of $25 for the Settlement. *See* proposed Plan of Allocation (submitted

[71] *Gen. Motors*, 55 F.3d at 784 (internal citations omitted). *See also Warfarin*, 391 F.3d at 535 ("there is an overriding public interest in settling class action litigation, and it should therefore be encouraged"); *In re CertainTeed Fiber Cement Siding Litig*., 303 F.R.D. 199, 216 (E.D. Pa. 2014) ("[I]f the parties were to continue to litigate this case, further proceedings would be complex, expensive and lengthy, with contested issues of law and fact . . . . That a settlement would eliminate delay and expenses and provide immediate benefit to the class militates in favor of approval.").

herewith as Ex. 5). This proposed plan of allocation is identical to the amended plan approved by the Court in the Sun and Taro Settlements. *See* January 10, 2024 Declaration of Jeffrey J. Leitzinger, Ph.D. Related to Proposed Allocation Plan, ¶ 2 ("January 10, 2024 Leitzinger Allocation Decl."). The *pro rata* shares will be calculated by Dr. Leitzinger using Defendants' transaction data. Declaration of Jeffrey J. Leitzinger, Ph.D. Related to Proposed Allocation Plan ("Leitzinger Allocation Decl.") ¶ 14 and MDL Doc. No. 2745-1.

As discussed further below, because the Plan of Allocation uses Defendants' sales data to calculate claims, individual claimants will not have to submit their own purchase data on the 159 NGDs at issue. In fact – as with the identical plan of allocation approved by the Court in DPPs' other settlements – if in addition to the work done in analyzing Defendants' transaction sales data, a claimant could then submit their own data, processing and analyzing individual purchase data from claimants for 159 NGDs over the 10-year Settlement Class period would be very time consuming and expensive (expenses that would further reduce the Settlement Fund available to all claimants). Leitzinger Allocation Decl. ¶¶ 10-13. Also, the various data sets that might be submitted would require further efforts and time to evaluate any differences between them and data produced by Defendants, potentially requiring rounds of inquiry to both claimants and Defendants with likely very little impact on the end-results. *Id*. Defendants' own sales data, by contrast, is generally considered reliable and will be the basis of damage calculations going forward.[72]

There may be some claimants, however, whose claims cannot be calculated from Defendants' sales data because their purchases are not in Defendants' sales data. If so, they will

[72] Courts have repeatedly certified classes of direct purchasers of pharmaceuticals, finding predominance met where direct purchasers' damages were calculated utilizing the defendants' data. *See*, *e.g.*, *Suboxone*, 967 F.3d at 272 n.13; *Wellbutrin XL*, 2011 WL 3563385, at *13-14.

be given the opportunity to participate in the settlement if they can demonstrate that they purchased NGDs directly from Defendants at some point during the period from May 1, 2009 through December 31, 2019, and if they submit their own purchase data showing the amount(s) of NGDs they purchased directly from Defendants during this period.[73]

**3. The Proposed Terms for Attorneys' Fees are Reasonable**

The terms of the Settlement Agreement allow Settlement Class Counsel to request attorneys' fees up to one-third of the net settlement amount, reimbursement of unreimbursed expenses or charges in connection with prosecuting the MDL, and class representative service awards. Settlement Agreement ¶ 16.

The Settlement Agreement provides that Settlement Class Counsel may use up to $250,000 to administer the Settlement upon receiving preliminary approval in order to effectuate notice and claims administration. In conformity with the schedule outlined below, *see* Section IX, *infra*, Class Counsel intend to submit a request for expenses, service awards, and a set aside for attorneys' fees within 45 days of the date on which notice is provided to the Class, and at least 45 days prior to the deadline for members of the Settlement Class to object to or opt out of the Settlement. In accordance with the Settlement Agreement, this request may include (1) reimbursement for additional unreimbursed expenses incurred to date and future expenses, (2) service awards for the four Class Representatives, and (3) a request to set-aside up to one third of the total Settlement Fund, after deduction of expenses and service awards, and including interest.

DPPs intend to request reimbursement of current and future expenses from the Glenmark Settlement Fund of up to $3,000,000. As DPPs will explain in their request for expense

[73] Claimants who are not identified as direct purchasers in the data produced by Defendants will have to provide documentation sufficient to show that they purchased at least one NGD directly from Defendants, as explained in Section VIII, *infra*.

reimbursement, DPPs have incurred significant expenses beyond those already reimbursed under this Court's May 9, 2023, October 15, 2024, and March 17, 2025 Orders associated with DPPs' prior settlements. *See* MDL Doc. Nos. 2387, 3133, and 3292.

DPPs also intend to request service awards from the Glenmark Settlement Fund totaling $40,000, or $10,000 per each named Plaintiff. When paired with a parallel request for service awards from another settlement for which DPPs will contemporaneously move for preliminary approval, DPPs intend to request a $20,000 service awards for each Named Plaintiff, which is consistent with this Court's prior Orders. *See* MDL Doc. Nos. 2387, 3133, and 3292.

The notice contains sufficient information on the maximum amount Class Counsel may request in expenses, service awards and attorneys' fees to allow Settlement Class Members to make an informed decision about whether to opt out or object to the Settlement. This satisfies due process.[74]

**iv. The Proposal Treats Settlement Class Members Equitably**

"A district court's principal obligation in approving a plan of allocation is simply to ensure that the fund distribution is fair and reasonable as to all participants in the fund." *Wawa*, 2021 WL 3276148, at *13 (quoting *Sullivan*, 667 F.3d at 326) (internal quotation marks and citations omitted). As discussed further in Section VIII below, the Settlement treats all Settlement Class Members equitably. In accordance with the Plan of Allocation, Settlement Class Members will receive compensation in an equitable manner based on their *pro rata* share

[74] *NFL Players*, 821 F.3d at 444–47 (affirming final approval of a settlement where the District Court intended to consider attorneys' fees after final approval and settlement class members were informed that attorneys may seek fees of up to $112.5 million. "Even if the class members were missing certain information—for example, the number of hours class counsel worked and the terms of any contingency fee arrangements class counsel have with particular retired players—they still had enough information to make an informed decision about whether to object to or opt out from the settlement.").

of overall NGDs purchased directly from all Defendants. Additionally, any Class Member who would have received a *de minimis* payment for the total of its combined shares from this Settlement under a strict *pro rata* distribution will instead receive a "floor" amount of $25. *See* Section VIII, *infra*. The Court will likely find this factor weighs in favor of final approval and so this factor also weighs in favor of preliminary approval.

In sum, DPPs request that the Court preliminarily approve the Settlement and direct notice of the proposals to Settlement Class Members because the factors provided by Rule 23(e)(2) for final approval all weigh in favor of finding that the Settlement is fair, reasonable, and adequate. Thus, the court will "*likely be able to*: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal," and "notice is justified." Fed. R. Civ. P. 23(e)(1)(B).[75]

## VI. DPPS REQUEST THAT A.B. DATA BE APPOINTED AS THE CLAIMS ADMINISTRATOR AND THE HUNTINGTON NATIONAL BANK BE APPOINTED AS THE ESCROW AGENT

DPPs propose that A.B. Data be appointed as the Claims Administrator. Settlement Class Counsel has worked with A.B. Data in prior cases, and this Court has previously appointed A.B. Data to serve as DPPs' claims administrator for DPPs' Sun, Taro, Apotex, Breckenridge, Heritage, and Sandoz settlements in this MDL. A.B. Data will oversee administration of the Settlement, including disseminating notice to the Settlement Class and distributing settlement proceeds to members of the Settlement Class. A.B. data is well-regarded within the legal, accounting, and financial service fields and frequently handles claims administration for settlement in large, complex antitrust cases. *See* A.B. Data Decl. ¶¶ 3-4.

[75] *See* Section V, *supra*.

DPPs propose that Huntington Bank serve as the escrow agent for this settlement. Class Counsel have used Huntington Bank in prior, similar cases, and this Court has previously appointed Huntington Bank to serve as DPPs' escrow agent for DPPs' prior settlements. Huntington Bank is well-reputed and frequently handles escrow accounts in settlement for large, complex antitrust cases.

## VII. DPPS REQUEST COURT APPROVAL OF THE FORM AND MANNER OF NOTICE

Under Rule 23(e), class members are entitled to reasonable notice of a proposed settlement and the final Fairness Hearing before a class settlement is finally approved by the Court.[76] To satisfy due process, "notice to class members must be reasonably calculated under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections."[77] There are two components of notice: (1) the form of the notice; and (2) the manner in which notice is sent to Settlement Class members.

The proposed form of mailed notice (Ex. 3 hereto), which is virtually the same as notices used by Settlement Class Counsel in prior antitrust cases and is similar to the notices this Court approved for DPPs' Sun, Taro, Heritage, Apotex, Breckenridge, and Sandoz Settlements.[78] The

[76] Fed. R. Civ. P. 23(e)(1) ("The court must direct notice in a reasonable manner to all class members who would be bound by the proposal."). *See also* Manual §§ 21.312, 21.633.

[77] *Mehling*, 246 F.R.D. at 477. *See also Baby Prod.*, 708 F.3d at 180 ("Generally speaking," notice is sufficient if it "enable[s] class members to make informed decision on whether they should take steps to protect their rights, including objecting to the settlement."); *Ikon*, 194 F.R.D. at 174 (same).

[78] *See, e.g.*, *In re: Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig.*, 1:18-md-02819, ECF No. 507 (approving form notice), 507-1 (approved notice) (E.D.N.Y. May 15, 2020); *King Drug Co. of Florence, Inc. v. Cephalon, Inc.*, No. 2:06-cv-01797, ECF No. 795-5 (E.D. Pa. Apr. 17, 2015) (proposed notice), ECF No. 831 (E.D. Pa. July 27, 2015) (approving form of notice); *In re: Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litig.*, No. 2:13-md-02445, ECF No. 641-2 (E.D. Pa. Aug. 24, 2020) (Proposed Notice), ECF No. 683 (E.D. Pa. Jan. 21, 2021) (Approving form of Notice); *In re: Niaspan Antitrust Litig.*, No. 2:13-

proposed notice is designed to alert Settlement Class members to the proposed Settlement by using a bold headline, and the plain language text provides important information regarding the terms of the Settlement. A.B. Data Decl. ¶ 8. In addition, the proposed notice prominently features Settlement Class Counsel's contact information and directions to the Settlement website where the Settlement documents and supplemental information will be provided, as well as contact information for the Claims Administrator.

As to the manner of notice, DPPs propose to send notice by first-class United States mail to the more than 700 Settlement Class members who have been identified by DPPs' expert, Dr. Leitzinger. "Rule 23(c)(2)(B) requires that individual notice in 23(b)(3) actions be given to class members who can be identified through reasonable effort." Manual, § 21.311 at 488. Dr. Leitzinger has identified Settlement Class members by reviewing data and other available sources (such as class lists) produced by Defendants. *See* Leitzinger Allocation Decl. n.13.[79] The

md-02460, ECF No. 690-3 (E.D. Pa. Sept. 13, 2019) (Proposed Notice), ECF No. 697 (E.D. Pa. Dec. 13, 2019) (Approving form of notice); *In re: Loestrin 24 FE Antitrust Litig.*, No. 1:13-md-02472, ECF No. 1200 (D.R.I. Aug. 14, 2019) (Approving form of notice), ECF No. 1178-1 (D.R.I. July 26, 2019) (Proposed Notice).

[79] It is not necessary for courts to evaluate ascertainability when certifying a settlement class. *In re Comcast Corp. Set-Top Cable*, 656 Fed. App'x 8 (3d Cir. 2016) ("The concern that a defendant be 'able to test the reliability of the evidence submitted to prove class membership' is not implicated [when there is a settlement] . . . Similarly, the concern that '[t]he method of determining whether someone is in the class ... be administratively feasible,' is not implicated by this case, because the settlement agreement removes the need for a trial.") (quoting *Carrera v. Bayer Corp*., 727 F.3d 300, 307 (3d. Cir. 2013)). Nevertheless, the Class members are ascertainable—they purchased NGDs directly from Defendants from 2009-2019—and most have already been identified. This is sufficient. *See Byrd v. Aaron's, Inc*., 784 F.3d 154, 165 (3d Cir. 2015) ("The [Third Circuit's] ascertainability requirement ensures that class members can be identified after certification and therefore better prepares a district court to 'direct to class members the best notice that is practicable under the circumstances'") (citing Fed.R.Civ.P. 23(c)(2)(B)) (citation omitted). As explained by Dr. Leitzinger, the data and other documents that Defendants produced that are being used to identify Settlement Class Members for notice will likely capture most direct purchasers encompassed by the Settlement Class definition. Leitzinger Allocation Decl. ¶ 21 n.13.Any Settlement Class Members not captured by the data

claims administrator, A.B. Data, will use the USPS National Change of Address database to verify and update addresses. *See* A.B. Data Decl. ¶ 7. First-class mail is a reliable method of notice.[80]

Consistent with DPPs' earlier settlements, here the mailed notice will also be supplemented by publication notice (Ex. 4). In addition to directly mailing notice to all of the Settlement Class members who can be readily identified, the claims administrator A.B. Data shall establish a Settlement website and shall also undertake a digital ad program on the Pink Sheet in order to reach Settlement Class members. *See* A.B. Data Decl. ¶ 11. (describing the digital ad program). It shall also have the published notice appear in *The Wall Street Journal* and disseminated as a news release to over 10,000 media outlets over *Business Wire*. *Id.* ¶¶ 10, 12. Publication notice in this manner is a reliable method for reaching class members that are not identifiable through reasonable effort.[81] The proposed form and manner of notice more than satisfies due process and the requirements of Rule 23, and DPPs request that it be approved by the Court.

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set will be identifiable through objective criteria submitted through the claims process, proving they made a purchase of a NGD directly from a Defendant during the Settlement Class Period. *See Byrd*, 784 F.3d at 164-65 ("A trial court . . . needs a class to be 'defined with reference to objective criteria' and some assurance that there can be 'a reliable and administratively feasible mechanism for determining whether putative class members fall within the class definition'") (citation omitted).

[80] *Smith v. Prof'l Billing & Mgmt. Servs., Inc.*, 2007 WL 4191749, at *5 (D.N.J. Nov. 21, 2007) ("first-class mail . . . is unquestionably the best notice practicable under the circumstances").

[81] *In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust Litig*., 2021 WL 3929698, at *3 (E.D. Pa. Sept. 2, 2021) ("[p]ublication notice alone is considered a sufficient means to reach class members) (citing *Hall v. Best Buy Co., Inc*., 274 F.R.D. 154, 168 (E.D. Pa. 2011)). The combination of notice via direct mail and digital ad program is routinely approved by courts in pharmaceutical litigation. *See e.g. In re Flonase Antitrust Litig*., 2013 WL 12148283, at *1 (E.D. Pa. Jan. 14, 2013); *In re Wellbutrin SR Antitrust Litig*., 2011 WL 13392296, at *1 (E.D. Pa. Nov. 21, 2011); *In re Prograf Antitrust Litig*., 2015 WL 13908415, at *1 (D. Mass. May 20, 2015); *DDAVP*, 2011 WL 13318188, at *3.

## VIII. DPPS REQUEST PRELIMINARY COURT APPROVAL OF THE PLAN OF ALLOCATION

DPPs' proposed Plan of Allocation, filed herewith (Ex. 5), would allocate settlement funds on a *pro rata* basis based on Settlement Class Members' unit direct purchases of the NGDs from Defendants during the Settlement Class period. The proposed Plan of Allocation also includes a floor, whereby Class Members who would have received less than $25 total from this settlement under a strict *pro rata* distribution will instead receive $25. This proposed Plan of Allocation provides a fair, reasonable, and efficient mechanism for allocating settlement funds to injured Class Members, while also ensuring that no Class Member receives a *de minimis* payment for its injuries. It is identical to the Plan of Allocation this Court approved for DPPs' prior settlements.

"Approval of a plan of allocation for a settlement fund in a class action is governed by the same standards of review applicable to approval of the settlement as a whole [, *i.e.*,] the distribution plan must be fair, reasonable and adequate."[82] "Courts generally consider plans of allocation that reimburse class members based on the type and extent of their injuries to be reasonable."[83]

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[82] *Ikon*, 194 F.R.D. at 184 (internal quotation marks omitted). *See also Sullivan*, 667 F.3d at 326 ("A district court's 'principal obligation' in approving a plan of allocation 'is simply to ensure that the fund distribution is fair and reasonable as to all participants in the fund.'") (quoting *Walsh v. Great Atl. & Pac. Tea Co., Inc.*, 726 F.2d 956, 964 (3d Cir. 1983)).

[83] *Sullivan*, 667 F.3d at 328 (quoting *In re Corel Corp. Inc., Sec. Litig*., 293 F.Supp.2d 484, 493 (E.D.Pa.2003) (internal quotation marks omitted)). *See also Ikon*, 194 F.R.D. at 184 (same, approving a plan of allocation that reimbursed stock-holders at progressive percentages for their defined losses based on the timing of their stock purchases and defendant's disclosures) (citation omitted); *Meijer Inc. v. 3M,* 2006 WL 2382718, at *17 (E.D. Pa. Aug. 14, 2006) (same, approving a plan of allocation distributing funds to direct purchasers proportionate to the volume and amount of their purchases); *Vista Healthplan, Inc. v. Cephalon, Inc*., 2020 WL 1922902, at *25 (E.D. Pa. Apr. 21, 2020) (same, approving a plan of allocation distributing funds to indirect purchaser claimants proportionately based on the amounts they paid for the affected drugs); *In re*

Plans of allocation that distribute settlement funds based on a *pro rata* share of purchases are routinely approved.[84] Settlements in antitrust cases are commonly distributed to direct purchaser classes based on a purchaser's *pro rata* share as well.[85]

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*Auto. Refinishing Paint Antitrust Litig.*, 617 F. Supp. 2d 336, 345 (E.D. Pa. 2007) (same, approving a plan of allocation distributing funds on a *pro rata* basis based upon the amount of each claimant's eligible purchases).

[84] 4 Alba Conte & Herbert Newberg, Newberg on Class Actions, § 12.35, at 350 (4th ed. 2002) (noting that *pro-rata* allocation of a settlement fund "is the most common type of apportionment of lump sum settlement proceeds for a class of purchasers" and "has been accepted and used in allocating and distributing settlement proceeds in many antitrust class actions"); *Beneli v. BCA Fin. Servs., Inc*., 324 F.R.D. 89, 105–06 (D.N.J. 2018) ("In particular, *pro rata* distributions are consistently upheld, and there is no requirement that a plan of allocation differentiat[e] within a class based on the strength or weakness of the theories of recovery.") (citation and internal quotation marks omitted); *In re Packaged Ice Antitrust Litig*., 2011 WL 6209188, at *15 (E.D. Mich. Dec. 13, 2011) ("Typically, a class recovery in antitrust or securities suits will divide the common fund on a *pro rata* basis among all who timely file eligible claims, thus leaving no unclaimed funds.") (quoting 3 Newberg on Class Actions, § 8:45 (4th ed. 2011)); *Bradburn Parent Teacher Store, Inc. v. 3M*, 513 F. Supp. 2d 322, 335 (E.D. Pa. 2007) (approving as reasonable a distribution plan that allocated settlement funds to class members based upon their *pro rata* share of the class's total transparent tape purchases during the damage period, net of invoice adjustments and rebates paid as of the date of the settlement); *Sullivan*, 667 F.3d at 328 (upholding a district court's approval of a plan of allocation based on a *pro rata* share of diamond purchases). A plan of allocation "need not be, and cannot be, perfect." *In re Cendant Corp. Sec. Litig*., 109 F. Supp. 2d 235, 272 (D.N.J. 2000), *aff'd*, 264 F.3d 201 (3d Cir. 2001), *cert. denied*, 535 U.S. 929 (2002).

[85] *See*, *e.g.*, *In re Remeron Direct Purchaser Antitrust Litig*., 2005 WL 3008808, at *11 (D.N.J. Nov. 9, 2005) ("Plaintiffs propose to allocate the Settlement funds, net of Court approved attorneys' fees, incentive award, and expenses ... in proportion to the overcharge damages incurred by each Class member due to Defendants' alleged conduct in restraint of trade. Such a method of allocating the Net Settlement Fund is inherently reasonable."); *In re Flonase Antitrust Litig*., 951 F. Supp. 2d 739, 752 (E.D. Pa. 2013) (approving plan of allocation as fair, reasonable, and adequate where each class member receives their *pro rata* share of the net settlement fund based on their share of qualifying purchases of the at issue drug); *In re Namenda Direct Purchaser Antitrust Litig*., 462 F. Supp. 3d 307, 309 (S.D.N.Y. 2020) (same); Order Granting Final Approval of Pls.' Proposed Plan of Allocation, *In re Solodyn (Minocycline Hydrochloride) Antitrust Litig*., No. 14-md-2503, ECF No. 1179 (D. Mass. July 18, 2018) (same); Order Granting Direct Purchaser Plaintiffs' Unopposed Motion for Final Approval of Settlement, *In re Loestrin 24 FE Antitrust Litig.*, No. 1:13-md-02472, ECF No. 1462 (D.R.I. Sept. 1, 2020) (same); *In re Lidoderm Antitrust Litig*., No. 14-md-2521, ECF Nos. 1004-5, 1004-6, 1054 (N.D. Cal.) (same); *In re Aggrenox Antitrust Litig*., No. 14-md-2516, ECF Nos. 733-1, 739 (D. Conn.) (same); *Mylan Pharms., Inc. v. Warner Chilcott Public Ltd*., No. 12-cv-3824, ECF Nos. 452-3,

The proposed Plan of Allocation meets this standard. As set forth in the proposed Plan of Allocation and in the Declaration of Dr. Leitzinger, the Net Settlement Fund will be distributed to Settlement Class members based on each claimant's volume of purchases across all NGDs from Defendants during the period from May 1, 2009 through December 31, 2019. *See* Plan of Allocation § 2.1; Leitzinger Allocation Decl. ¶ 14.[86] Claimants' purchase volumes will be calculated using data produced by Defendants. Claimants will not be allowed to submit their own data, except in limited circumstances, because, as Dr. Leitzinger explains: (a) generic manufacturer data, like Defendants' data that will be used here, is "highly reliable;" (b) in Dr. Leitzinger's experience "where there has been data submissions from Class members in connection with settlement distribution, those submissions have not materially affected the outcomes;" and (c) review of Class member data submissions could be expensive and time-consuming, causing the Settlement Class to incur additional expense and delay distribution. Leitzinger Allocation Decl. ¶¶ 10-13.

Purchases of NGDs will be weighted so that purchases of NGDs with higher price points will be given greater weight in the allocation process (consistent with Dr. Leitzinger's expectation that those NGD formulations likely carried bigger overcharges). *Id*. ¶¶ 15-16. Specifically, Claimant purchase volumes of each NGD formulation will be multiplied by the average price reported for it by IQVIA (formerly IMS) over the period from May 2009 to December 2019. *Id*. ¶ 15.

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665 (E.D. Pa.) (same); *In re Tricor Direct Purchaser Antitrust Litig*., No. 05-cv-340, ECF Nos. 536-1, 543 (D. Del.) (same).

[86] Depending on drug formulation of each NGD, a unit may be pill (tablet or capsule); milligram or milliliter as appropriate for drugs sold in a cream, solution, jelly/gel, ointment, pastes, inhalation, infusion, etc.; a suppository for drugs sold in that form; a patch for drugs sold in that form; and a syringe for those drugs sold in syringes. Plan of Allocation at 3.

The data set that will be used for these calculations is enormous. Unlike most pharmaceutical or antitrust cases that involve a few defendants and a single product, this case covers approximately three dozen Defendant families and 159 drugs (with various formulations and strengths). The Plan of Allocation will utilize all of the sales data Defendants have produced for all 159 drugs that is useable, meaning that Dr. Leitzinger can use it to calculate Class members' unit purchases. *Id.* ¶ 11. Nevertheless, while this data captures the vast majority of sales and thus the vast majority of direct purchasers of NGDs in the Settlement Class, there may be some Settlement Class Members whose purchases are not contained within this data set, such as purchasers that bought NGDs in 2009 (since not all Defendants produced data back to 2009), or past 2017 or 2018, the end dates of Defendants' data. *See id.* ¶ 21 n.13. Claimants who do not appear in Defendants' produced sales data will need to show they purchased NGD(s) directly from Defendants during the period from May 1, 2009 through December 31, 2019 and will need to submit their purchase data showing these direct purchases. Plan of Allocation at § 2.2. In addition, the Plan of Allocation provides that claimants who file based on an assignment of rights from a Class member shall have to reach agreement about the volume of unit purchases covered by any such assignments.[87]

[87] Specifically, Section 2.3 of the Plan of Allocation provides:

> *Claimants that file on the basis of an assignment from a Class member.* Allocations to Claimants who file a claim based on an assignment from a Class member would be determined either (a) by agreement between the assignor Class member and its respective assignee claimant, or (b) if the assignor Class member and its assignee claimant cannot reach an agreement, then the assignee claimant shall receive no allocation based on its assignment from the assignor Class member and the assignor Class member's allocation shall not be reduced to account for the assignment to the assignee claimant. There are only two types of agreements between an assignor Class member and its respective assignee claimant that shall be acceptable for purposes of an assignee claimant receiving an allocation based on an assignment from a Class member: (i) the assignor Class

In Dr. Leitzinger's opinion, the proposed Plan of Allocation is fair, reasonable, and reflects the type and approximate extent of the injury incurred by Settlement Class members. "By relying upon Defendants' data, the basis for the allocation is reliable and the process is efficient, thereby preserving net settlement amounts by avoiding undue costs. In addition, as noted above, this allocation method employs allocation approaches similar to those approved by courts in other cases involving overcharges on generic drugs." January 10, 2024 Leitzinger Allocation Decl. ¶ 5.[88]

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> member and its respective assignee claimant can agree that the assignee claimant shall be allocated a share that is a fixed percentage of the assignor Class member's share (say 5% of the Class member's share) and that the assignor Class member's allocation shall be reduced by the same amount; or (ii) the assignor Class member and its respective assignee claimant can submit agreed upon figures for the purchase volumes covered by the assignment for each NGD sold by Defendants, and then this information can be used by Econ One to calculate the assignee's allocation in accordance with this Plan of Allocation (and the assignor Class member's share shall be reduced by the same amount). Neither an assignee (nor any other Claimant) other than as stated herein shall be allowed to submit its own purchase data. Reviewing assignee claimants' purchase data would likely be expensive and time consuming, and will delay disbursement. If the assignor Class member and assignee claimant cannot reach agreement, they can attempt to resolve any dispute outside of this allocation process. The assignor and assignee shall be given no more than 90 days from the deadline for claims submission to reach agreement, and, if they cannot reach agreement by that time, the assignor's and assignee's share shall not be distributed, and shall remain in the escrow account until such time as they either reach agreement or obtain a court order providing for the amounts to be distributed to the assignor and assignee. As the Claim Form will make clear, any claim (including all related documentation or materials submitted therewith) submitted by a Claimant who files a Claim Form based on an assignment may be shared with the Claimant's assignor Class member during the claims administration process.

[88] The Plan of Allocation also provides that claimants who have given partial assignments to entities that opt out of the Class (such as Direct Action Plaintiffs ("DAPs")) shall have their combined net totals reduced to account for those assignments. Plan of Allocation § 2.1.d. This shall be done using the chargeback data produced by the Defendants that Dr. Leitzinger can use to estimate the percentage of units purchased by the Class members which were then resold to the DAPs or other assignees. *Id.*

In addition, "[w]hen evaluating the fairness of a Plan of Allocation, courts give weight to the opinion of qualified counsel."[89] This Plan of Allocation was developed in conjunction with Class Counsel and is highly recommended by Class Counsel, which further supports approval.

## IX. DPPS REQUEST COURT APPROVAL OF THE PROPOSED SCHEDULE

As set forth in the proposed order, DPPs propose the following schedule for completing the Settlement approval process:

- Within 10 days from the date of filing for preliminary approval, the Settling Defendant shall serve notices pursuant to the Class Action Fairness Act of 2005;
- Within 45 days from the date the preliminary approval order is entered, notice will be mailed to each identified member of the Settlement Class;
- Within 45 days from the date the preliminary approval order is entered, the Notice Administrator shall complete publication notice, as set forth in the A.B. Data Declaration;
- Within 45 days of the date on which notice is mailed to each identified member of the Settlement Class, Settlement Class Counsel will file a motion for reimbursement of expenses, payment for future expenses, service awards, and request for attorneys' fees;
- Within 90 days from the date that the Notice is mailed, Settlement Class members may request exclusion from the Class or object to the Settlement or attorneys' fees, expenses and service awards;
- Within 21 days following the deadline for members of the Settlement Class to request exclusion from the Settlement Class or object to the Settlement and/or attorneys' fees, expenses and service awards, Settlement Class Counsel will file a report to the Court with any and all opt-out requests that are received;
- Within 45 days following the deadline for members of the Settlement Class to request exclusion from the Settlement Class or object to the Settlement and/or attorneys' fees,

[89] *In re Advanced Battery Techs., Inc. Sec. Litig*., 298 F.R.D. 171, 180 (S.D.N.Y. 2014*); In re Glob. Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 462 (S.D.N.Y. 2004). *See also In re WorldCom, Inc. Sec. Litig.*, 388 F. Supp. 2d 319, 344 (S.D.N.Y. 2005) ("An allocation formula need only have a reasonable, rational basis, particularly if recommended by experienced and competent class counsel.") (quoting *Maley v. Del Global Techs. Corp*., 186 F. Supp. 2d 358, 367 (S.D.N.Y.2002) (citation omitted)); *In re Auto. Parts Antitrust Litig*., 2019 WL 7877812, at *1 (E.D. Mich. Dec. 20, 2019) (same); *In re EVCI Career Colleges Holding Corp. Sec. Litig*., 2007 WL 2230177, at *11 (S.D.N.Y. July 27, 2007) (same).

expenses, and service awards, Settlement Class Counsel will file a motion seeking final approval of the Settlement with Glenmark;

- On a date to be set by the Court no less than 210 days following entry of the preliminary approval order, the Court will hold a final Fairness Hearing.

This schedule is fair to Settlement Class members and is consistent with the schedule the Court previously approved for DPPs' other settlements. It gives Settlement Class members ample time for consideration of the Settlement before the deadline for opting-out or submitting objections. Courts routinely approve periods shorter than 90 days for class members to opt out or object. *See*, *e.g.*, *King Drug Co. of Florence, Inc. v. Cephalon, Inc.*, No. 2:06-cv-01797, ECF No. 831 (E.D. Pa. July 27, 2015) (66 days); *In re Intuniv Antitrust Litig.*, No. 1:16-cv-12653, ECF Nos. 400, 393 (D. Mass. Jan. 10, 2020) (35 days); *In re Loestrin 24 FE Antitrust Litig.*, 1:13-md-2472, ECF No. 1426 (D.R.I. Mar. 23, 2020) (35 days). And as noted herein, the notice will, *inter alia*, explain the Settlement, inform Settlement Class members of Class Counsel's intent to request reimbursement of expenses, service awards, and attorneys' fees, and direct Settlement Class members as to how they can get more information or answers to any questions they may have. In addition, the schedule allows the full statutory period for the Settling Defendant to serve its Class Action Fairness Act notice pursuant to 28 U.S.C. § 1715, and for regulators to review the proposed Settlement and, if they choose, advise the Court of their view.

## X. CONCLUSION

For the reasons set forth above, DPPs request that the Court grant DPPs' Motion and schedule a Fairness Hearing.

Dated: August 18, 2025

Respectfully submitted,

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*Direct Purchaser Plaintiffs' Steering Committee*

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

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

**[PROPOSED] ORDER REGARDING**
**DPPS' GLENMARK SETTLEMENT**

**AND NOW**, this _____ day of _____ 2025, upon review and consideration of Direct Purchaser Plaintiffs' ("DPPs") Motion [MDL Doc No. _____] for an Order: (1) Certifying a Settlement Class; (2) Granting Preliminary Approval of the 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, and materials filed in connection therewith on _____ 2026 [MDL Doc. No. ____], it is hereby **ORDERED** that the motion is **GRANTED** as follows:

## I. JURISDICTION

1. This Order hereby incorporates by reference the definitions in the Settlement Agreement between DPPs and Defendant Glenmark Pharmaceutical Inc., USA ("Settling Defendant") and all capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

2. This Court has jurisdiction over each of the named plaintiffs, César Castillo, LLC, FWK Holdings, L.L.C., Rochester Drug Co-Operative, Inc., and KPH Healthcare Services, Inc.

a/k/a Kinney Drugs, Inc. (collectively, the "Settling Plaintiffs" or "DPPs") and Settling Defendant, and jurisdiction over the litigation to which DPPs and Settling Defendant are parties.

## II. CERTIFICATION OF THE PROPOSED GLENMARK SETTLEMENT CLASS

The Court makes the following determinations as required by Federal Rule of Civil Procedure 23 solely in connection with the proposed settlement:

3. Pursuant to Rule 23(c)(1)(B), the Settlement Class, which shall hereinafter be denominated the "Glenmark Settlement Class," is defined as follows:

> 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 those listed in Exhibit B to the Settlement Agreement; the Present and Former Defendants are those listed in Exhibit C to the Settlement Agreement.

4. Pursuant to Rule 23(a)(1), the Court determines that the Glenmark Settlement Class is so numerous and geographically dispersed that joinder of all members is impracticable. According to data produced by Defendants, the Glenmark Settlement Class includes more than 700 members geographically dispersed throughout the United States, which is sufficient to satisfy the impracticality of joinder requirement of Rule 23(a)(l).

5. Pursuant to Rule 23(c)(l)(B), the Court determines that, in connection with and solely for purposes of settlement, the following issues relating to claims and/or defenses (expressed in summary fashion) present common, class-wide questions:

a. Whether the conduct challenged by the Glenmark Settlement Class as anticompetitive in DPPs' Complaint[1] constituted a conspiracy in restraint of trade in violation of Section 1 and Section 3 of the Sherman Act, 15 U.S.C. §§ 1 and 3;

b. Whether Settling Defendant and its alleged generic manufacturer co-conspirators engaged in a contract, combination, or conspiracy to eliminate competition and thereby increased prices of the drugs identified in the Complaint in the United States and in its territories and possessions;

c. The duration and extent of the alleged contract, combination, or conspiracy between and among Settling Defendant and its alleged generic manufacturer co-conspirators;

d. The effect of the contract, combination, or conspiracy on prices of the drugs identified in the Complaint in the United States and in its territories and possessions during the Settlement Class Period of May 1, 2009 until December 31, 2019;

e. Whether, and to what extent, the conduct of Defendants and their generic manufacturer co-conspirators caused injury to Settling Direct Purchaser Plaintiffs and other members of the Glenmark Settlement Class; and

f. The amount of overcharge damages, if any, owed to the Glenmark Settlement Class in the aggregate under Section 4 of the Clayton Act, 15 U.S.C. § 4.

[1] *See Cesar Castillo, Inc., et al. v. Actavis Holdco U.S., Inc., et al.*, No. 20-cv-721 (ECF No. 62) ("DPPs' Second Multi-Drug Complaint").

6. The Court determines that the foregoing class-wide issues relating to claims and/or defenses are questions of law or fact common to the Glenmark Settlement Class that satisfy Rule 23(a)(2).

7. The Settling Plaintiffs are hereby appointed as representatives of the Glenmark Settlement Class, for the following reasons:

a. The Settling Plaintiffs allege, on behalf of the Glenmark Settlement Class, the same manner of injury from the same course of conduct that they themselves complain of and assert on their own behalf the same legal theory that they assert for the Glenmark Settlement Class. The Court therefore determines that, in connection with and solely for purposes of settlement, the Settling Plaintiffs' claims are typical of the claims of the proposed Glenmark Settlement Class within the meaning of Rule 23(a)(3); and

b. Pursuant to Rule 23(a)(4), the Court determines that the Settling Plaintiffs will fairly and adequately protect the interests of the Glenmark Settlement Class. The Settling Plaintiffs' interests do not conflict with the interests of absent members of the Glenmark Settlement Class. All of the members of the Glenmark Settlement Class share a common interest in proving the Settling Defendant's alleged anticompetitive conduct, and all Glenmark Settlement Class members share a common interest in recovering the alleged overcharge damages sought in the Complaint. Moreover, the Glenmark Settlement Class is largely made up of business entities and any Glenmark Settlement Class member that wishes to opt out will be given an opportunity to do so. Furthermore, the Settling Plaintiffs are well qualified to represent the

Glenmark Settlement Class in this case, given their experience in prior cases, and the vigor with which they have prosecuted this action thus far.

8. Pursuant to Rule 23(b)(3), the Court determines that, in connection with and solely for purposes of settlement, common questions of law and fact predominate over questions affecting only individual members. In light of the class-wide claims, issues, and defenses set forth above, the issues in this action that are subject to generalized proof, and thus applicable to the [DEFENDANT] Settlement Class as a whole, predominate over those issues that are subject only to individualized proof. *See In re Hydrogen Peroxide Antitrust Litig.*, 552 F.3d 305, 310-11 (3d Cir. 2008).

9. Also pursuant to Rule 23(b)(3), the Court determines that, in connection with and solely for purposes of settlement, a class action is superior to other available methods for the fair and efficient adjudication of this action. The Court believes it is desirable, for purposes of judicial and litigation efficiency, to concentrate the claims of the Glenmark Settlement Class in a single action.

## III. APPOINTMENT OF GLENMARK SETTLEMENT CLASS COUNSEL

10. Pursuant to Rules 23(c)(l)(B) and 23(g), and having considered the factors provided in Rule 23(g)(1)(A), the Court appoints as Settlement Class Counsel the members of the Plaintiffs' Steering Committee ("PSC") and Lead Counsel previously appointed in Pretrial Order 21, dated May 19, 2017 (MDL Doc. No. 342), and Pretrial Order 37, dated September 28, 2017 (MDL Doc. No. 506).

## IV. PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT

11. The Court has assessed the fairness, reasonableness, and adequacy of the Settlement and finds that, at the final approval stage, the Court "will likely be able to" approve

the Settlement under the criteria set forth in Federal Rule of Civil Procedure 23(e)(2) and certify the Glenmark Settlement Class under the criteria set forth in Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and that therefore notice to the Glenmark Settlement Class Members is warranted. *See* Fed. R. Civ. P. 23(e)(1)(B)(i)-(ii).

12. The Court therefore preliminarily approves the Settlement on the terms set forth in the Settlement Agreement, subject to further consideration at the Final Fairness Hearing.

## V. APPOINTMENT OF A CLAIMS ADMINISTRATOR AND ESCROW AGENT

13. The Court appoints A.B. Data Ltd. to serve as claims administrator and to assist Settlement Class Counsel in disseminating the Notice. All expenses incurred by the claims administrator must be reasonable and shall be payable solely from the Settlement Fund. The Court hereby approves the payment of up to $250,000 in total from the Settlement Fund to pay for Administration Expenses without the need for further application to the Court. No payments above $250,000 may be made from the Settlement Fund absent separate request by Settling Plaintiffs and separate Court approval.

14. The Court appoints The Huntington National Bank to serve as Escrow Agent for the purpose of administering the escrow account holding the Settlement Fund. All expenses incurred by the Escrow Agent must be reasonable, are subject to Court approval, and shall be payable solely from the Settlement Fund.

## VI. APPROVAL OF THE FORM AND MANNER OF NOTICE TO THE GLENMARK SETTLEMENT CLASS

15. The Court finds that the proposed form of Notice to Settlement Class Members of the pendency of this Class Action and the proposed Settlements thereof (attached as Exhibit 2 (Long Form Notice) and Exhibit 3 (Short Form Notice) to the Memorandum in Support of Direct Purchaser Plaintiffs' Motion for an Order with Respect to the Glenmark Settlement [MDL Doc.

No. ___] and the proposed method of dissemination of notice via first-class mail, establishment of a dedicated website, and publication satisfy the requirements of Rule 23(e) and due process, are otherwise fair and reasonable, and therefore are approved.

16. Settlement Class Counsel, through A.B. Data, shall cause the Notice substantially in the form attached in Exhibit 2 to the Memorandum in Support of Direct Purchaser Plaintiffs' Motion for an Order with Respect to the Glenmark Settlement to be disseminated within 45 days following the date of the entry of this Order via first-class mail to the last known address of each Settlement Class member, identified from the data or other documents produced in this case and verified through the USPS National Change of Address database.

17. Settlement Class Counsel, through A.B. Data, shall cause the Notice substantially in the form attached in Exhibit 3 to the Memorandum in Support of Direct Purchaser Plaintiffs' Motion for an Order with Respect to the Glenmark Settlement to be published within 14 days following the date of the entry of this Order on a dedicated website: GenericDrugsDirectPurchaserSettlement.com, which shall also include filings and other documents regarding the Settlement.

18. Settlement Class Counsel shall cause the Notice substantially in the form attached in Exhibit 3 to the Memorandum in Support of Direct Purchaser Plaintiffs' Motion for an Order with Respect to the Glenmark Settlement to be disseminated via publication on the Pink Sheet, via PR Newswire, and in The Wall Street Journal within 14 days following the date of entry of this Order.

19. Members of the Glenmark Settlement Class may request exclusion from the Glenmark Settlement Class or object to the Settlement within 90 days from the date that the Notice is mailed.

20. Settlement Class Counsel or their designee shall monitor and record any and all opt-out requests that are received, filing a report to the Court within 21 days following the deadline for Settlement Class members to object or exclude themselves from the Glenmark Settlement Class.

21. Pursuant to the Class Action Fairness Act of 2005 ("CAFA") the Settling Defendant shall serve its notices as required under CAFA within 10 days from the date Settling Plaintiffs filed the Preliminary Approval Motion with the Court.

## VII. PRELIMINARY APPROVAL OF THE PLAN OF ALLOCATION

22. The proposed Plan of Allocation satisfies the requirements of Rule 23(e), is otherwise fair and reasonable, and is, therefore, preliminarily approved, subject to further consideration at the Final Fairness Hearing.

## VIII. FINAL FAIRNESS HEARING

23. A hearing on final approval (the "Fairness Hearing") shall be held before this Court at _____on _____, 2026, at the United States District Court for the Eastern District of Pennsylvania, James A. Byrne United States Courthouse, 601 Market Street, Courtroom 12-A, Philadelphia PA 19106. At the Fairness Hearing, the Court will consider, *inter alia:* (a) the fairness, reasonableness and adequacy of the Settlement and whether the Settlement should be finally approved; (b) whether the Court should approve the proposed Plan of Allocation of the Settlement Fund among Settlement Class members; (c) whether the Court should approve reimbursement of expenses to Settlement Class Counsel and payment of certain future expenses; (d) whether service awards should be awarded to the Settling Plaintiffs; (e) whether the Court should award attorneys' fees to Settlement Class Counsel; and (f) whether entry of a Final Judgment and Order terminating the litigation between Direct Purchaser

Plaintiffs and Settling Defendant should be entered. The Fairness Hearing may be rescheduled or continued; in this event, the Court will furnish all counsel with appropriate notice. Settlement Class Counsel shall be responsible for communicating any such notice promptly to the Glenmark Settlement Class by posting a conspicuous notice on the settlement website, GenericDrugsDirectPurchaserSettlement.com.

24. Settlement Class members who wish to: (a) object with respect to the proposed Settlement; and/or (b) wish to appear in person at the Fairness Hearing, must first send an Objection and, if intending to appear, a Notice of Intention to Appear, along with a Summary Statement outlining the position(s) to be asserted and the grounds therefore together with copies of any supporting papers or briefs, via first class mail, postage prepaid, to the Clerk of the United States District Court for the Eastern District of Pennsylvania, James A. Byrne United States Courthouse, 601 Market Street, Philadelphia PA 19106, with copies to the following counsel:

*On behalf of DPPs and the* Glenmark *Settlement Class*:

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

*On behalf of the Settling Defendant*:

Dimitra Doufekias
Rob Manoso
c/o Morrison & Foerster LLP
2100 L Street NW, Suite 800
Washington, DC 20037

To be valid, any such Objection and/or Notice of Intention to Appear and Summary statement must be postmarked no later than 90 days from the date that the Notice is mailed to members of the Glenmark Settlement Class. Except as herein provided, no person or entity shall be entitled to

contest the terms of the proposed Settlement. All persons and entities who fail to file an Objection and/or Notice of Intention to Appear as well as a Summary Statement as provided above shall be deemed to have waived any such objections by appeal, collateral attack or otherwise and will not be heard at the Fairness Hearing.

25. All briefs and materials in support of the final approval of the Settlement and the entry of Final Judgment proposed by the parties to the Settlement Agreement shall be filed with the Court within 45 days after the expiration of the deadline for Settlement Class members to request exclusion from the Settlement Class or object to the Settlements and/or attorneys' fees, expenses and service awards.

26. Settlement Class Counsel state that they intend to move for (1) reimbursement of out-of-pocket expenses, and for a portion of future expenses, in a total amount not to exceed $3,000,000 (inclusive of the $250,000 discussed in paragraph 13 above); (2) $10,000 service awards to the four Settling Plaintiffs, totaling $40,000; and (3) a set aside of one-third of the Settlement Fund, net of expenses and service awards (plus accrued interest), for the award of attorneys' fees, and that such a request for a set aside will be made at the same time as the request for reimbursement of expenses and service awards. All briefs and materials in support of such a motion for reimbursement of expenses, payment for future expenses, service awards, and a set aside of up to one-third of the remaining Settlement Fund for attorneys' fees, shall be filed with the Court within 45 days of the date on which notice is mailed to each identified member of the Glenmark Settlement Class. The time for Settlement Class Counsel to file their motion for an award of attorneys' fees, with supporting materials, will be set at a later time. Settlement Class members who have not opted out shall be given an opportunity to object to such motion for frees before the Court rules.

27. Neither this Order, nor the Settlement Agreement, nor any other Settlement related document, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or in any other Settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Settling Defendant as to the validity of any claim that has been or could have been asserted by DPPs against Settling Defendant or as to any liability by Settling Defendant as to any matter set forth in this Order, or as to whether any class, in this case or others, may be certified for purposes of litigation and trial.

28. The Court's certification of the Glenmark Settlement Class as provided herein is without prejudice to, or waiver of the rights of any other Defendant to contest class certification of any class proposed in this Action.

It is so **ORDERED**.

**BY THE COURT:**

_____

**CYNTHIA M. RUFE, J.**

# EXHIBIT 1

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

| | |
|---|---|
| IN RE: GENERIC PHARMACEUTICALS PRICING ANTITRUST LITIGATION | MDL No. 2724<br>Case No. 2:16-MD-2724 |
| THIS DOCUMENT RELATES TO:<br><br>*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 GLENMARK 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 to this Declaration is a true and correct copy of the proposed Settlement Agreement (the "Glenmark Settlement" or "Settlement Agreement") between Direct Purchaser Plaintiffs César Castillo, LLC, FWK Holdings, L.L.C., Rochester Drug Co-Operative, Inc. and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc. ("DPPs" or

"Settling Plaintiffs") and Defendant Glenmark Pharmaceutical Inc., USA ("Glenmark" or "Settling Defendant") (together with DPPs, "Settling Parties").

3. I provide this declaration in support of DPPs' Memorandum of Law in Support of DPPs' Motion for Preliminary Approval of its Settlement with Glenmark.

## 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). That same year, DPPs brought certain claims against Glenmark. *See, e.g., Rochester Drug Co-Operative, Inc. v. Actavis Holdco U.S., Inc., et al.*, No. 16-cv-06661, 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 DPPs' 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, counsel for DPPs have thoroughly researched DPPs' legal claims.

9. Many of DPPs' claims 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. In the bellwether proceedings, DPPs have fully briefed *Daubert*, class certification, and summary judgment. On each of these except summary judgment, the Court has

ruled and largely in DPPs' favor. Each of these events were significant, labor-intensive undertakings that culminated in extensive hearings before this Court.

13. DPPs have vigorously litigated this case at all times and will continue to do so.

## SETTLEMENT NEGOTIATIONS

14. On behalf of the DPPs, my firm, along with certain co-counsel on the PSC, engaged in numerous rounds of settlement negotiations with counsel for Glenmark.

15. The Settling Parties first began discussing the possibility of settlement in the Spring of 2022. Numerous good-faith meetings took place during the following years, during which time the Settling Parties began negotiating the specific terms of the Settlement Agreement.

16. After substantial arm's-length 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 August 4, 2025. The executed Settlement Agreement and its amendment are attached hereto as Exhibit A.

## THE SETTLEMENT AND ITS FAIRNESS

17. 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 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.

18. 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.

19. 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. DPPs thoroughly evaluated the relative strengths and weaknesses of their litigation position during the negotiation of this Settlement.

20. 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, as well as cooperation from the Settling Defendant 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.

21. Under the terms of the proposed Settlement Agreement, Settling Defendant commits to depositing $37,750,000 into a Settlement Fund via two payments: $11,100,000 within 20 business days following entry of an Order granting Preliminary Approval and the

remaining $26,650,000 on or before April 1, 2026. The final total Settlement amount may potentially decrease by up to $4,530,000, 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 a maximum of $9,420,512.50, depending on the Most Favored Nation clause in Paragraph 11 of the Settlement Agreement. Additionally, the Settlement Agreement provides cooperation, which includes responses to data inquiries as well as the provision, authentication and admission of documents.

22. 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 Glenmark 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: August 18, 2025

Respectfully submitted,

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

*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. 27241<br><br>16-MD-2724 |
| THIS DOCUMENT RELATES TO:<br><br>*ALL ACTIONS* | HON. CYNTHIA RUFE |

# SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into on August 4, 2025 by and between plaintiffs César Castillo, LLC, FWK Holdings, L.L.C., Rochester Drug Co-Operative, 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 the direct-purchaser class actions included in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (Rufe, J.) (the "Action"), and defendant Glenmark Pharmaceutical Inc., USA ("Settling Defendant") (collectively with Settling Plaintiffs, the "Settling Parties"), by and through its counsel Dimitria Doufekias, Michael B. Miller, and Robert Manoso, Morrison & Foerster 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 have 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, to 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, Lead Counsel and 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 they have 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 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 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 agrees 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 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

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 parties may continue to participate in certain discovery and motion practice to the extent specified in Paragraph 10 below.

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 awards 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 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 shall seek entry of an order and final judgment ("Final Approval Order"). Settling Defendant shall have the opportunity to review and approve the Final Approval Motion and exhibits (including the proposed Final Approval Order) before it is submitted to the Court. The proposed Final Approval Order shall:

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

c. Find 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. Incorporate 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. Retain exclusive jurisdiction over the Settlement and this Settlement Agreement, including the administration and consummation of this Settlement;

f. Direct 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. Determine 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, the issues subject to appeal have been resolved by agreement and the appeal has been withdrawn by the appealing party, or the Final Approval Order 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**. Settling Defendant shall pay $37,750,000 (the "Settlement Payment") to the designated account (the "Settlement Fund") on the following schedule: (a) 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 and a W-9, Settling Defendant shall pay $11,100,000 ("First Payment") to the Settlement Fund; and (b) on or before April 1, 2026, Settling Defendant shall pay $26,650,000 ("Second Payment") to 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 $250,000; 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 $250,000. Court approval shall not be required for disbursements for Administration Expenses for amounts (in the aggregate)

of up to $250,000. 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 reflects the share of purchases of Named Generic Drugs from Settling Defendant by all direct purchasers during the period 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 Settling Defendant's 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 $4,530,000 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 $4,530,000 (*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 $226,500 up to a maximum of 20 percent of aggregate purchases and a maximum reduction of $4,530,000). 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 and Settling Plaintiffs receive the Second Payment. As set forth in a separate letter agreement to be filed with the Court if so requested by the Court, and, if so 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, 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 Settling Defendant has agreed (or subsequently agree) 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 Settling Plaintiffs under this Agreement, Lead Counsel will, at Settling Defendant'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 the Settling Defendant or the Settling Plaintiffs. As of the execution date of this Settlement Agreement, the parties shall each suspend all discovery and motion 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. If and when the Court grants Preliminary Approval, Settling Defendant shall withdraw from all pending motions against Settling Plaintiffs. 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 depositions relating to the Settling Defendant pursued by other plaintiffs in the Action, and to receive copies of documents, interrogatory responses, and responses to requests for admission produced by Settling Defendant to the 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 Plaintiffs' employees or experts taken by other defendants in the Action.

**11. Most Favored Nation**. In the event that Settling Defendant enters into any settlement agreements or binding term sheets on or before twelve (12) months from the date of execution of this Settlement Agreement (the "MFN Expiration Date") with any Opt-out (as defined in Paragraph 9) or any member of the Settlement Class (collectively, "Other Direct Purchaser Settlement"), 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 on or before the MFN Expiration Date 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 Agreement 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 (unless the higher payment to such Opt-out(s) results from a material change in damages exposure in the Action faced by Settling Defendant arising from a decision on class certification or a summary judgment motion in the Action ); *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 basis for this estimate. Settling Defendant represents and warrant that they 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 increase by more than $9,420,512.50. 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 or applicability 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") agree to release and to dismiss the Action—including the case captioned *Cesar Castillo, Inc. et al. v. Actavis Holdco U.S., Inc., et al.*, 20-cv-00721 (E.D. Pa.)—as to 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"). 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 defendant 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, 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, 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 12, 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 waive and release 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 they 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 Settling Defendant, including but not limited to by becoming a subsidiary or parent of 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 for 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, but after deductions for any tax payments.

**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 $250,000, 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 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 letter agreement pursuant to Paragraph 17 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 agreement that the Settling Parties will submit to the Court (if so requested) *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 Defendant, 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:

Dimitria Doufekias
Rob Manoso
c/o Morrison & Foerster LLP
2100 L Street NW, Suite 900
Washington, DC 20037
ddoufekias@mofo.com
rmanoso@mofo.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, L.L.C., Rochester Drug Co-Operative, Inc. and KPH Healthcare Services, Inc. and Lead Counsel for the Direct Purchaser Class*

Dated: August 4, 2025

Dimitria Doufekias
Morrison & Foerster LLP
2100 L Street NW, Suite 900
Washington, DC 20037
(202) 887-1553
ddoufekias@mofo.com

*Attorney for Defendant Glenmark Pharmaceuticals Inc. USA*

Dated: August 4, 2025

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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, L.L.C., Rochester Drug Co-Operative, Inc. and KPH Healthcare Services, Inc. and Lead Counsel for the Direct Purchaser Class*

Dated: August 4, 2025

Dimitria Doufekias
Morrison & Foerster LLP
2100 L Street NW, Suite 900
Washington, DC 20037
(202) 887-1553
ddoufekias@mofo.com

*Attorney for Defendant Glenmark Pharmaceuticals Inc. USA*

Dated: August 4, 2025

# EXHIBIT A

**GLENMARK PHARMACEUTICALS INC., USA 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 defendant Glenmark Pharmaceuticals Inc., USA ("Settling Defendant").

2. The purpose of this Agreement is to set forth the terms and process by which the 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. Settling Defendant agrees to use reasonable efforts to assist Settling Plaintiffs to understand data produced by Settling Defendant, including consulting with technical personnel to the extent they are able to do so 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 admissible.

5. Settling Defendant agrees to use reasonable efforts to authenticate and lay the foundation to admit as business records any documents and/or things produced by Settling Defendant in the Action and identified by Settling Plaintiffs for use in the Action (to the extent that this foundation has not previously been laid in a deposition), and to confirm, where applicable

and to the extent they are able to do so, 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.

6. Settling Defendant agrees to promptly provide Settling Plaintiffs with any additional documents, data, or materials produced in the Action as the result of a discovery request, agreement, or Court Order.

C. **No Waiver of Privileges, Evidentiary Protections, or Confidentiality Obligation**

7. 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, materials, 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 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.

# 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

**GLENMARK NET SALES BY CUSTOMER**
**NAMED GENERIC DRUGS**
**APRIL 2012 – DECEMBER 2015**

| | Net Sales | Share of Total Net Sales | Adjustment for Assignments ($) | Adjusted Net Sales | Share of Total Adjusted Net Sales |
|---|---|---|---|---|---|
| | [A] | [B] | [C] | [D] | [E] |
| [redacted] | $81,809,286 | 19.0% | ($11,738,420) | $70,070,866 | 16.3% |
| | $92,186,831 | 21.4% | ($29,222,759) | $62,964,072 | 14.6% |
| | $40,425,387 | 9.4% | $18,337,401 | $58,762,788 | 13.6% |
| | $55,993,828 | 13.0% | - | $55,993,828 | 13.0% |
| | $32,047,065 | 7.4% | $290,882 | $32,337,947 | 7.5% |
| | $32,272,881 | 7.5% | - | $32,272,881 | 7.5% |
| | $5,213,246 | 1.2% | $18,299,244 | $23,512,490 | 5.5% |
| | $14,757,075 | 3.4% | - | $14,757,075 | 3.4% |
| | $8,794,394 | 2.0% | - | $8,794,394 | 2.0% |
| | $6,524,276 | 1.5% | - | $6,524,276 | 1.5% |
| | $6,262,234 | 1.5% | - | $6,262,234 | 1.5% |
| | - | - | $3,660,603 | $3,660,603 | 0.8% |
| | $3,353,472 | 0.8% | - | $3,353,472 | 0.8% |
| | $3,344,160 | 0.8% | - | $3,344,160 | 0.8% |
| | $3,174,993 | 0.7% | - | $3,174,993 | 0.7% |
| | $2,834,600 | 0.7% | - | $2,834,600 | 0.7% |
| | $2,688,351 | 0.6% | - | $2,688,351 | 0.6% |
| | $2,538,772 | 0.6% | $128,017 | $2,666,789 | 0.6% |
| | $2,353,090 | 0.5% | - | $2,353,090 | 0.5% |
| | $2,173,792 | 0.5% | - | $2,173,792 | 0.5% |
| | $1,870,104 | 0.4% | - | $1,870,104 | 0.4% |
| | $1,762,616 | 0.4% | - | $1,762,616 | 0.4% |
| | $1,695,784 | 0.4% | - | $1,695,784 | 0.4% |
| | $1,649,911 | 0.4% | - | $1,649,911 | 0.4% |
| | $1,620,931 | 0.4% | - | $1,620,931 | 0.4% |
| | $1,559,963 | 0.4% | - | $1,559,963 | 0.4% |
| | $1,535,237 | 0.4% | - | $1,535,237 | 0.4% |
| | $1,331,642 | 0.3% | - | $1,331,642 | 0.3% |
| | $1,273,608 | 0.3% | - | $1,273,608 | 0.3% |
| | $1,236,816 | 0.3% | - | $1,236,816 | 0.3% |
| | $1,080,816 | 0.3% | - | $1,080,816 | 0.3% |
| | $958,465 | 0.2% | - | $958,465 | 0.2% |
| | $947,723 | 0.2% | - | $947,723 | 0.2% |
| | $921,639 | 0.2% | - | $921,639 | 0.2% |
| | $838,477 | 0.2% | - | $838,477 | 0.2% |
| | $807,468 | 0.2% | - | $807,468 | 0.2% |
| | $774,800 | 0.2% | - | $774,800 | 0.2% |
| | $705,061 | 0.2% | - | $705,061 | 0.2% |
| | $683,663 | 0.2% | - | $683,663 | 0.2% |
| | $633,200 | 0.1% | - | $633,200 | 0.1% |
| | $557,329 | 0.1% | - | $557,329 | 0.1% |
| | $536,091 | 0.1% | - | $536,091 | 0.1% |
| | $531,437 | 0.1% | - | $531,437 | 0.1% |
| | $509,633 | 0.1% | - | $509,633 | 0.1% |
| | $495,866 | 0.1% | - | $495,866 | 0.1% |
| | $455,497 | 0.1% | - | $455,497 | 0.1% |
| | $413,749 | 0.1% | - | $413,749 | 0.1% |
| | $365,710 | 0.1% | - | $365,710 | 0.1% |
| | $325,689 | 0.1% | - | $325,689 | 0.1% |
| | $315,662 | 0.1% | - | $315,662 | 0.1% |
| | $306,688 | 0.1% | - | $306,688 | 0.1% |
| | $276,969 | 0.1% | - | $276,969 | 0.1% |
| | $270,076 | 0.1% | - | $270,076 | 0.1% |
| | $263,791 | 0.1% | - | $263,791 | 0.1% |
| | $246,004 | 0.1% | - | $246,004 | 0.1% |
| | $230,786 | 0.1% | - | $230,786 | 0.1% |
| | - | - | $199,282 | $199,282 | 0.0% |
| | $188,682 | 0.0% | - | $188,682 | 0.0% |
| | $137,268 | 0.0% | $45,750 | $183,018 | 0.0% |
| | $175,522 | 0.0% | - | $175,522 | 0.0% |
| | $165,510 | 0.0% | - | $165,510 | 0.0% |

Exhibit D

**GLENMARK NET SALES BY CUSTOMER**
**NAMED GENERIC DRUGS**
**APRIL 2012 – DECEMBER 2015**

| | Net Sales | Share of Total Net Sales | Adjustment for Assignments ($) | Adjusted Net Sales | Share of Total Adjusted Net Sales |
|---|---|---|---|---|---|
| | [A] | [B] | [C] | [D] | [E] |
| [redacted] | $144,785 | 0.0% | - | $144,785 | 0.0% |
| | $132,099 | 0.0% | - | $132,099 | 0.0% |
| | $130,733 | 0.0% | - | $130,733 | 0.0% |
| | $119,690 | 0.0% | - | $119,690 | 0.0% |
| | $117,956 | 0.0% | - | $117,956 | 0.0% |
| | $85,366 | 0.0% | - | $85,366 | 0.0% |
| | $83,941 | 0.0% | - | $83,941 | 0.0% |
| | $83,570 | 0.0% | - | $83,570 | 0.0% |
| | $59,924 | 0.0% | - | $59,924 | 0.0% |
| | $49,171 | 0.0% | - | $49,171 | 0.0% |
| | $48,240 | 0.0% | - | $48,240 | 0.0% |
| | $47,417 | 0.0% | - | $47,417 | 0.0% |
| | $42,717 | 0.0% | - | $42,717 | 0.0% |
| | $36,796 | 0.0% | - | $36,796 | 0.0% |
| | $33,091 | 0.0% | - | $33,091 | 0.0% |
| | $28,840 | 0.0% | - | $28,840 | 0.0% |
| | $28,743 | 0.0% | - | $28,743 | 0.0% |
| | $28,620 | 0.0% | - | $28,620 | 0.0% |
| | $28,079 | 0.0% | - | $28,079 | 0.0% |
| | $27,272 | 0.0% | - | $27,272 | 0.0% |
| | $21,652 | 0.0% | - | $21,652 | 0.0% |
| | $21,044 | 0.0% | - | $21,044 | 0.0% |
| | $16,016 | 0.0% | - | $16,016 | 0.0% |
| | $15,468 | 0.0% | - | $15,468 | 0.0% |
| | $14,887 | 0.0% | - | $14,887 | 0.0% |
| | $14,636 | 0.0% | - | $14,636 | 0.0% |
| | $12,050 | 0.0% | - | $12,050 | 0.0% |
| | $10,426 | 0.0% | - | $10,426 | 0.0% |
| | $10,162 | 0.0% | - | $10,162 | 0.0% |
| | $7,560 | 0.0% | - | $7,560 | 0.0% |
| | $6,320 | 0.0% | - | $6,320 | 0.0% |
| | $5,422 | 0.0% | - | $5,422 | 0.0% |
| | $5,419 | 0.0% | - | $5,419 | 0.0% |
| | $2,257 | 0.0% | - | $2,257 | 0.0% |
| | $1,910 | 0.0% | - | $1,910 | 0.0% |
| | $1,212 | 0.0% | - | $1,212 | 0.0% |
| | $870 | 0.0% | - | $870 | 0.0% |
| Total | $430,927,979 | 100.0% | $0 | $430,927,979 | 100.0% |

Notes & Sources:
For settlement purposes only.
Calculations of net sales based on Glenmark transactional data.
Assignments based on Glenmark chargeback data and assignments produced in discovery. The calculations herein are without waiver of Glenmark's right to challenge the validity or amount of any assigned claims asserted in litigation brought by opt-outs and does not constitute Glenmark's consent to any such assignment.

# EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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

**DECLARATION OF ERIC J. MILLER OF A.B. DATA, LTD. REGARDING PROPOSED NOTICE PLAN**

I, Eric J. Miller, being duly sworn, certify as follows:

1. I am the Senior Vice President of Case Management with A.B. Data, Ltd.'s Class Action Administration Division ("A.B. Data").

2. I submit this Declaration at the request of Direct Purchaser Plaintiffs ("Settling Plaintiffs") in connection with two recent proposed settlements (the "Settlements") with (1) Greenstone LLC and Pfizer Inc. ("Greenstone and Pfizer") and (2) Glenmark Pharmaceutical Inc., USA ("Glenmark") in the above-referenced action (the "Action"). This Declaration is based upon my personal knowledge and upon information provided by my associates and staff.

3. In consultation with Settling Plaintiffs' Counsel, I have prepared a proposed Settlement notice plan for this litigation. This Declaration will describe the proposed Settlement notice plan and how it will meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

4. I have implemented and coordinated numerous large and complex class action settlement notice and administration plans. The scope of my work includes notification, claims processing, and distribution plans in all types of class actions, including but not limited to consumer, antitrust, securities, ERISA, insurance, and government agency settlements. My experience includes more than 25 antitrust pharmaceutical class action settlements.

5. A.B. Data has also been appointed as notice, claims, and/or settlement administrator in hundreds of consumer, civil rights, insurance, antitrust, ERISA, securities, and wage and hour class action cases. A profile of A.B. Data's background and capabilities, including representative case and client lists, is included as Exhibit A.

6. The objective of the proposed notice plan is to provide Settlement Class Members with the best practicable notice under the circumstances of the Settlements. The Settlement Class

definition for each of the two proposed Settlements is the same. It is defined as follows:

> All persons or entities, and their successors and assigns, that directly purchased one or more of the Named Generic Drugs[1] from one or more Current or Former Defendants[2] 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.

**DIRECT MAIL NOTICE**

7. It is my understanding that Class Counsel has obtained names and mailing addresses for most Settlement Class Members and have updated mailing addresses through additional online research. Thus, notice will be accomplished primarily by sending the proposed Long-Form Notice via First-Class Mail to most Settlement Class Members.

8. To standardize the mailing addresses and maximize deliverability and postal discounts, and to update any addresses with moves registered with the United States Postal Service ("USPS"), prior to mailing A.B. Data will process all Settlement Class Member mailing addresses through the USPS National Change of Address database.

9. The Long-Form Notice sent directly to potential Settlement Class Members will include summary information concerning the Action and the two Settlements, including: that this is a class action; the Settlement Class definitions in plain and engaging language; that the Settlement Classes allege antitrust claims; that Settlement Class Members can object to the Settlements or ask to be excluded; the time and manner for objecting or requesting exclusion; and

[1] The Named Generic Drugs are set forth in Exhibits B to each Settlement Agreement and the Defendants are set forth in Exhibits C to each Settlement Agreement and include all drugs for which Settling Plaintiffs have brought claims in this MDL.

[2] The Current and Former Defendants are set forth in Exhibits C to each Settlement Agreement and include all Defendants against whom Settling Plaintiffs have brought claims in this MDL.

the binding effect of a Class judgment.

10. For any Notices returned by the USPS as undeliverable, A.B. Data will endeavor to locate updated mailing addresses through third-party information providers to which we subscribe. A.B. Data will re-mail the Notice to the updated mailing addresses where applicable as well as attempt to deliver notice by email where necessary.

**MEDIA NOTICE**

11. To supplement direct notice efforts, A.B. Data recommends that the Summary Notice be disseminated nationwide as a news release to over 10,000 media outlets via *Business Wire*. Press releases are extremely common in notice plans as they are very cost effective and provide widespread notice and a digital presence for both the media, should they choose to pick up the story, and potential Settlement Class Members.

12. A.B. Data also recommends implementing a 30-day digital campaign on the Pink Sheet website. The Pink Sheet reaches over 3,000 of the world's leading pharmaceutical, contract research organizations (CROs), medical technology, biotechnology and healthcare service providers, including the top 50 global pharma and top 10 CROs.

13. Finally, A.B. Data recommends publishing the Summary Notice once in *The Wall Street Journal* which has an average weekly circulation of 1,322,000 subscribers.

**WEBSITE AND TELEPHONE**

14. A.B. Data will implement and maintain a toll-free telephone number with an automated interactive voice response system. The toll-free telephone number will appear in the Long-Form Notice and Summary Notice. The automated interactive voice response system will present callers with a series of choices to hear prerecorded information concerning the Action.

15. A.B. Data will also implement and maintain a case-specific website for this matter:

GenericDrugsDirectPurchaserSettlement.com. This is the same website that is being utilized for administration of the Sun and Taro Settlements. The website address will appear in the Long-Form Notice and Summary Notice. The website will provide, among other things, the short and long form notice (which shall include a summary of the case), all non-confidential materials filed in connection with the Settlements, significant pleadings and orders provided by Class Counsel, important dates, and any pertinent updates concerning the Action and the Settlement.

## EXCLUSION PROCESSING

16. The Notice will provide that Settlement Class Members may request exclusion from any of the two Settlements by sending a written, mailed request. A.B. Data will process all requests for exclusion and objections it receives. A.B. Data will also promptly circulate to Class Counsel copies of all such requests and a report that tracks each request and whether the required information was included.

## CONCLUSION

17. It is my opinion, based on my individual expertise and experience and that of my A.B. Data colleagues, that the proposed notice plan is designed to effectively reach potential Settlement Class Members using plain language notices and is the best practicable under the circumstances. This proposed notice plan conforms to the standards employed by A.B. Data in notification programs designed to reach potential class members of settlement groups or classes that are national in scope and reach narrowly defined entities and demographic targets. For all these reasons, in my opinion, the proposed notice plan satisfies the requirements of Rule 23 and due process.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 18th day of August 2025.

Eric J. Miller
Senior Vice President, A.B. Data, Ltd.

# EXHIBIT A

Class Action Administration


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F: 414-961-3099

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P: 646-290-9137

**Washington DC**
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Washington, DC 20005
P: 202-618-2900
F: 202-462-2085

**Florida**
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Palm Beach Gardens, FL 33418
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F: 561-252-7720

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P: +972 (3) 720-8782

**London**
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London, WC2H 9JQ
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# CAPABILITIES

## About A.B. Data

Founded in 1981, **A.B. Data has earned a reputation** for expertly managing the complexities of class action administration in consumer, antitrust, securities, Securities and Exchange Commission (SEC) enforcement actions, and ERISA, Attorneys General, employment, civil rights, insurance, environmental, wage and hour, and other class action cases. **A.B. Data's work in all aspects of class action administration** has been perfected by decades of experience in hundreds of class action cases involving billions of dollars in total settlements. Dedicated professionals deliver **A.B. Data's all-inclusive services,** working in partnership with its clients to administer their class action cases effectively, efficiently, and affordably, regardless of size or scope.

**A.B. Data offers unmatched resources and capacity** and is capable of expertly administering any class action notice, settlement, and/or fund administration. Whether notifying millions of class members in the United States or throughout the world, processing millions of claims, distributing payments digitally via A.B. Data's Digital PayPortal℠, or printing and distributing millions of checks, **A.B. Data matches its talent and technology** to the specific needs of its clients, delivering unparalleled service on time and on budget without ever compromising quality.

## Location, Ownership Structure

**A.B. Data is an independently owned**, more than 40-year-old, Milwaukee, Wisconsin-based company that prides itself on its vast expertise and industry-leading innovations. We like to remind our clients and partners that we're not just a class action administration company, but a group of experienced, dedicated professionals who believe that relationships are just as important as the accurate and timely management of class action administrations. In other words, we are people who do business with people.

## Services

**Every A.B. Data client is deserving of the best job we can put forward**. A.B. Data makes class action administration easy for our clients with clarity, convenience, and efficiency. Our priority is to navigate the intricacies of our clients' matters and deliver successful results by using our solid expertise, advanced technology, and top-quality products and services. We pay attention to the details and get it right the first time.

We aim to provide our clients the full experience of a truly collaborative working relationship. It is why we believe much of our success originates from our philosophy of "people doing business with people."

# Services

## All Digital — From Notice to Distribution

**A.B. Data is uniquely positioned to design, implement, and maintain notice and settlement administration programs** using an innovative, "all-digital" approach that replaces the more traditional and less efficient methods of administration, such as newspaper ads, mailed notices, and paper checks. Many of our recent proposed notice plans and claim programs utilize the latest technologies such as microtargeted digital ads for notice, streamlined online claims, and distributing settlement funds electronically using a digital paywall. These methods provide significant cost savings, are consistent with the amendments to Rule 23 that are now in effect, and importantly provide much-needed alignment of class action notice and administration with current consumer behaviors.

## Pre-Settlement Consultation

**The pre-settlement consultation is a collaborative session** designed to help A.B. Data clients prepare a stronger case. Our support teams simplify the task of sorting through a maze of documents during investigation and discovery, streamlining the process and preserving fund assets. From there, we assist with fully interactive media packages for court presentations and settlement negotiations. A.B. Data works closely with our clients, offering expert testimony on documents, processing, class and notice manageability, and proposed plans of allocation.

## Media Services

**A.B. Data continues to earn our reputation** as the early innovator in integrating advanced micro-targeting techniques, including contextual targeting, behavioral targeting, and predictive modeling. Coupled with inventive digital media strategies to drive claims, case-specific banner ad development, class member research, and comScore analysis services, our multi-tiered media programs are designed to cost-effectively deliver notice to potential class members and increase claims rates.

## Notice Administration

**In A.B. Data, clients have a comprehensive resource** with a depth of experience in direct notice. Our compliance and understanding of Rule 23 of the Federal Rules of Civil Procedure are crucial in meeting the "plain language" legal requirements for any campaign. From our sophisticated digital media capabilities and extensive global experience with class member research, our experts create notice documents that are easily understandable and cost-efficient to produce. We consult with our clients to deliver notice documents from multi-page, mailed, or emailed notice packets to concise postcards that establish the most influential and cost-effective means of communicating with potential claimants.

## Claims Processing

**A.B. Data continues to bring game-changing technologies** to improve the speed and precision in claims processing. Our robust system for online claims submissions allows us to meticulously verify data and documentation, preserve and authenticate claims, and calculate and verify settlement amounts. In addition, our data network infrastructure includes on-site data storage, backup, contingency plans, and security for electronic and hard copy claim filings. It is all part of a total commitment to be the most innovative and comprehensive resource in the industry. At A.B. Data, we take pride in having the in-house capacity to process millions of pages, as well as the organizational integrity to treat every claim as if it were the only one.

## Contact Center

**A.B. Data's Contact Center is comprised of a full staff** that is trained on and equipped with online and telecommunication systems to monitor and connect with class members. Associates routinely monitor class member communication for all class action administrations, including antitrust, consumer, and securities.

Utilizing monitoring software, associates watch multiple social media channels simultaneously, allowing for instantaneous routing of inquiries and interaction with claimants. Detailed and concise analytical reports outlining Contact Center activities are always provided.

Our Contact Center and case websites are capable of handling millions of class member engagements, as recently displayed in a campaign which garnered over 1.2 million website visits in two months and had more than 72,500 Facebook engagements. Facebook comments and threads are monitored and claimants are guided to the website for more information. Google AdWords and display advertising have also brought hundreds of thousands of visitors to various case websites.

A.B. Data's Contact Center also has Spanish language associates in-house and we can accommodate any language, given proper lead time. Traditional call center facilities are also available, if needed.

## Case Websites

**We offer a state-of-the-art technology platform** that supports every step of our class action administration process. Our expert marketing professionals design customized case-specific websites that provide potential class members easy access to case information, critical documents, important deadlines, as well as the capability to file claim forms and register for future mailings about the case. Claimants can use the website to elect to receive their settlement payments by mail or by one of several digital payment options, all accessible by mobile devices.

## Settlement Fund Distribution

**From complete escrow services to establishment of qualified settlement funds**, check printing and mailing, electronic cash or stock distribution and tax services, A.B. Data has always provided a full-service solution to Settlement Fund Distribution. Our IT team has decades of experience in developing and implementing fast, secure databases and claims administration systems that ensure class members receive the correct amount in their settlement disbursement. Today's digital capabilities allow even greater convenience for class members. In certain instances, claimants can now elect to

instantaneously receive settlement payments through popular digital-payment options, such as PayPal, Amazon, and virtual debit cards.

## A.B. Data's Leadership

A.B. Data's administration team is composed of the following key executives, who collectively have decades of experience settling and administering class actions:

**Bruce A. Arbit, Co-Managing Director** and one of the founders of the A.B. Data Group, serves as Chairman of the Board and oversees the day-to-day operations of the A.B. Data Group of companies, employing almost 400 people in the United States and Israel. Mr. Arbit is also Chairman of the Board of Integrated Mail Industries, Ltd. and has served as a member of the Board of Directors of University National Bank and State Financial Bank. He is the past Chairman of Asset Development Group, Inc., Home Source One, and American Deposit Management and is a member of the National Direct Marketing Association, the Direct Marketing Fundraising Association, and the American Association of Political Consultants. He was named 1996 Direct Marketer of the Year by the Wisconsin Direct Marketing Association.

A.B. Data's work in class action litigation support began with the Court selecting A.B. Data to oversee the restitution effort in the now-famous Swiss Banks Class Action Case, the International Commission on Holocaust Era Insurance Claims, and every other Holocaust Era Asset Restitution program, in which it was the company's job to identify, contact, and inform survivors of the Holocaust. A.B. Data delivered by reaching out to millions of people in 109 countries who spoke more than 30 languages. Since those days, Mr. Arbit has guided the class action division through phenomenal growth and success. Today, A.B. Data manages hundreds of administrations annually that distributes billions of dollars to class members.

**Thomas R. Glenn, President**, Mr. Glenn's management of A.B. Data's Class Action Administration Company includes designing and implementing notice plans and settlement administration programs for antitrust, securities, and Securities and Exchange Commission settlements and SEC disgorgement fund distributions, as well as consumer, employment, insurance, and civil rights class actions. Mr. Glenn previously served as Executive Vice President at Rust Consulting and has more than 30 years of executive leadership experience.

**Eric Miller, Senior Vice President**, as a key member of A.B. Data's Class Action Administration Leadership Team, oversees the Case Management Department and supervises the operations and procedures of all of A.B. Data's class action administration cases. Mr. Miller is recognized in the class action administration industry as an expert on securities, SEC, consumer, product recall, product liability, general antitrust, pharmaceutical antitrust, and futures contract settlements, to name a few settlement types. Prior to joining A.B. Data, Mr. Miller served as the Client Service Director for Rust Consulting, responsible there for its securities practice area. He has more than 20 years of operations, project management, quality assurance, and training experience in the class action administration industry. In addition, Mr. Miller manages A.B. Data's office in Palm Beach Gardens, Florida.

**Elaine Pang, Vice President, Media**, oversees the Media Department and is responsible for the direction, development, and implementation of media notice plans for A.B. Data's clients. Ms. Pang brings more than 15 years of experience in developing and implementing multifaceted digital and traditional media for high profile complex legal notice programs. She uses her experience in class actions and advertising to provide the best practicable notice plans for large scale campaigns across domestic and international regions, and she leverages her expertise to better understand the evolving media landscape and utilize cutting-edge technology and measurement tools. Prior to entering the class action industry, Ms. Pang worked with many leading reputable brands, including General Mills, Air Wick, Jet-Dry, Comedy Central, Madison Square Garden, Radio City Music Hall, and Geox. She earned her MBA from Strayer University and holds a BS in Marketing from Pennsylvania State University. Ms. Pang's credentials include Hootsuite Social Marketing Certification, Google Adwords and Analytics Certification, and IAB Digital Media Buying and Planning Certification.

**Paul Sauberer, Vice President of Quality**, is responsible for overseeing quality assurance and process management, working diligently to mitigate risk, ensure exceptional quality control, and develop seamless calculation programming. Mr. Sauberer brings more than 20 years of experience as a quality assurance specialist with a leading claims-processing company where he developed extensive knowledge in securities class action administration. He is recognized as the class action administration industry's leading expert on claims and settlement administrations of futures contracts class actions.

**Justin Parks, Vice President**, is a member of A.B. Data's Class Action Administration Leadership Team. Mr. Parks brings extensive experience in client relations to A.B. Data's business development team. Mr. Parks has over 15 years of experience in the legal settlement administration services industry and has successfully managed and consulted on notice plans and other administrative aspects in hundreds of cases. Mr. Parks is uniquely experienced in Data Privacy matters, having consulted with clients on numerous matters stemming from data breaches as well as violations of the Illinois Biometric Information Privacy Act (BIPA), including some of the first ever Biometric Privacy related settlements in history. Mr. Parks' knowledge and understanding of the class action industry, as well as his client relationship skills, expand A.B. Data's capacity to achieve its business development and marketing goals effectively.

**Steve Straub, Vice President, Operations**, started with A.B. Data in 2012 as a Claims Administrator. He moved through the ranks within the company where he spent the past five years as Senior Project Manager managing many of the complex commodities cases such as *In re LIBOR-Based Financial Instruments Antitrust Litigation*, *In re London Silver Fixing, Ltd. Antitrust Litigation*, and *Laydon v. Mizuho Bank, Ltd., et al*. Mr. Straub's performance in these roles over the past ten years, along with his comprehensive knowledge of company and industry practices and first-person experience leading the project management team, has proven him an invaluable member of the A.B. Data team.

In his role as Vice President of Operations, his responsibilities include developing efficiencies within the operations center, which includes mailroom, call center, and claims processing areas. His areas of expertise include business process development, strategic/tactical operations planning and implementation, risk analysis, budgeting, business expansion, growth planning and implementation, cost reduction, and profit, change, and project management. Mr. Straub is well-versed in the administration of securities, consumer, and antitrust class action settlements. He earned his Juris Doctor degree from Seton Hall University School of Law in Newark, New Jersey.

**Jack Ewashko, Director of Client Services**, brings twenty years of industry and brokerage experience to his role with A.B. Data. He is an accomplished client manager adept at facilitating proactive communications between internal and outside parties to ensure accurate and timely deliverables. Mr. Ewashko previously held positions at two claim administration firms where he

oversaw the securities administration teams and actively managed numerous high-profile matters, including the $2.3 billion foreign exchange litigation. He notably served as Vice President, FX and Futures Operations at Millennium Management, a prominent global alternative investment management firm. As he progressed through trading, analytic, management, and consultancy roles at major banks and brokerage firms, Mr. Ewashko gained hands-on experience with vanilla and exotic securities products, including FX, commodities, mutual funds, derivatives, OTC, futures, options, credit, debt, and equities products. In the financial sector, he also worked closely with compliance and legal teams to ensure accuracy and conformity with all relevant rules and regulations regarding the marketing and sale of products, as well as the execution and processing of trades. He has held Series 4, Series 6, Series 7, and Series 63 licenses, and has been a member of the Futures Industry Association (FIA) and Financial Industry Regulatory Authority (FINRA). Mr. Ewashko earned his Bachelor of Business Administration from Long Island University, Brooklyn, New York.

**Brian Devery, Director of Client Services**, brings more than a decade of experience in class action administration and project management, as well as over two decades of experience as an attorney (ret.). Mr. Devery currently focuses on consumer, antitrust, employment, and other non-securities based administrations. In addition to driving project administration, he is focused on the implementation of process improvement, streamlining, and automation. Mr. Devery is admitted to practice law in State and Federal Courts of New York with his Juris Doctorate earned from the Maurice A. Deane School of Law at Hofstra University, Hempstead, New York.

**Adam Walter, PMP, Director of Client Services**, has nearly fifteen years of experience managing the administration of securities class action settlements and SEC disgorgements totaling more than $4 billion. He has managed settlement programs in engagements involving some of the largest securities class action settlements and is a key contributor to the development of administration strategies that meet the evolving needs of our clients. His responsibilities include developing case administration strategies to ensure that all client and court requirements and objectives are met, overseeing daily operations of case administrations, ensuring execution of client deliverables, providing case-related legal and administration support to class counsel, overseeing notice dissemination programs, implementing complex claims-processing and allocation methodologies, establishing quality assurance and quality control procedures, and managing distribution of settlement funds. Mr. Walter holds a bachelor's degree in business administration from Florida Atlantic University, Boca Raton, Florida. He also has been an active member of the Project Management Institute since 2010 and is PMP®-certified.

**Eric Nordskog, Director of Client Services**, started with A.B. Data in 2012 on the operations team, managing dozens of team leads and claims administrators in the administration of legal cases and actions. In 2017, Mr. Nordskog was promoted to Project Manager, due in part to his proven ability to add consistency and efficiency to the e-claim filing process with new streamlined processes and audit practices. Today, as Senior Project Manager, he directs many of A.B. Data's securities, insurance, and consumer cases. He regularly oversees the administration of large insurance cases, such as two recent Cigna Insurance matters that involved complex calculations and over one million class members each. He is also the primary hiring and training manager for new project managers and coordinators. Mr. Nordskog earned his Juris Doctor degree from Marquette University Law School, Milwaukee, in 2001.

**Eric Schultz, MCSE, Information Technology Manager and Security Team Chairperson**, has been with A.B. Data for more than 19 years, and is currently responsible for overseeing all information technology areas for all A.B. Data divisions across the United States and abroad, including network infrastructure and architecture, IT operations, data security, disaster recovery, and all physical, logical, data, and information systems security reviews and audits required by our clients or otherwise. As a Microsoft Certified Systems Engineer (MCSE) with more than 25 years of experience in information

technology systems and solutions, Mr. Schultz has developed specializations in network security, infrastructure, design/architecture, telephony, and high-availability network systems.

## Secure Environment

**A.B. Data's facilities provide the highest level of security** and customization of security procedures, including:

- A Secure Sockets Layer server
- Video monitoring
- Limited physical access to production facilities
- Lockdown mode when checks are printed
- Background checks of key employees completed prior to hire
- Frequency of police patrol – every two hours, with response time of five or fewer minutes
- Disaster recovery plan available upon request

## Data Security

**A.B. Data is committed to protecting the confidentiality, integrity, and availability of personal identifying information** and other information it collects from our clients, investors, and class members and requires that its employees, subcontractors, consultants, service providers, and other persons and entities it retains to assist in distributions do the same. A.B. Data has developed an Information Security Policy, a suite of policies and procedures intended to cover all information security issues and bases for A.B. Data, and all of its divisions, departments, employees, vendors, and clients. A.B. Data has also recently taken the necessary, affirmative steps toward compliance with the EU's General Data Protection Regulation and the California Consumer Privacy Act.

A.B. Data has a number of high-profile clients, including the Securities and Exchange Commission (SEC), the United States Department of Justice, the Attorneys General of nearly all 50 states, other agencies of the United States government, and the Government of Israel, as well as direct banking and payment services companies with some of the most recognized brands in United States financial services and some of the largest credit card issuers in the world.

We are therefore frequently subjected to physical, logical, data, and information systems security reviews and audits. We have been compliant with our clients' security standards and have also been determined to be compliant with ISO/IEC 27001/2 and Payment Card Industry (PCI) data-security standards, the Gramm-Leach-Bliley Act (GLB) of 1999, the National Association of Insurance Commissioners (NAIC) Regulations, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the Health Information Technology for Economic and Clinical Health Act (HITECH).

The Government of Israel has determined that A.B. Data is compliant with its rigorous security standards in connection with its work on Project HEART (Holocaust Era Asset Restitution Taskforce).

A.B. Data's fund distribution team has been audited by EisnerAmper LLP and was found compliant with class action industry standards and within 99% accuracy. EisnerAmper LLP is a full-service advisory and accounting firm and is ranked the 15th-largest accounting firm in the United States.

In addition, as part of PCI compliance requirements, A.B. Data has multiple network scans and audits from third-party companies, such as SecurityMetrics and 403 Labs, and is determined to be compliant with each of them.

## Fraud Prevention and Detection

**A.B. Data is at the forefront of class action fraud prevention.**

A.B. Data maintains and utilizes comprehensive proprietary databases and procedures to detect fraud and prevent payment of allegedly fraudulent claims.

We review and analyze various filing patterns across all existing cases and claims. Potential fraudulent filers are reported to our clients as well as to the appropriate governmental agencies where applicable.

## Representative Class Action Engagements

**A.B. Data and/or its team members have successfully administered** hundreds of class actions, including many major cases. Listed below are just some of the most representative or recent engagements.

### Consumer & Antitrust Cases

- *In re EpiPen Marketing, Sales Practices and Antitrust Litigation*
- *In re Broiler Chicken Antitrust Litigation - Commercial (Indirect)*
- *In re Broiler Chicken Antitrust Litigation – Indirect*
- *In re Broiler Chicken Antitrust Litigation – Direct*
- *In re Pork Antitrust Litigation – Directs*
- *In re Pork Antitrust Litigation – Indirects*
- *Peter Staley, et al. v. Gilead Sciences, Inc., et al.*
- *In re: Opana ER Antitrust Litigation*
- *In re Ranbaxy Generic Drug Application Antitrust Litigation*
- *In re Valeant Pharmaceuticals Int'l, Inc. Third-Party Payor Litigation*
- *Staley, et al., v. Gilead Sciences*
- *In Re: Generic Pharmaceuticals Pricing Antitrust Litigation – Direct Purchasers*
- *Beef Direct Purchaser Antitrust Litigation*
- *BCBSM, Inc. v. Vyera Pharmaceuticals, et al.* (Daraprim)
- *In re Automobile Antitrust Cases I and II*
- *Olean Wholesale Grocery Cooperative, Inc., et al. v. Agri Stats, Inc., et al.* (Turkey)

- *Integrated Orthopedics, Inc., et al. v. UnitedHealth Group, et al.*
- *In Re: Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*
- *Vista Healthplan, Inc., et al. v. Cephalon, Inc., et al.* (Provigil)
- *Jeffrey Koenig, et al. v. Vizio, Inc.*
- *Wit, et al. v. United Behavioral Health*
- *Weiss, et al. v. SunPower Corporation*
- *Smith, et al. v. FirstEnergy Corp., et al.*
- *Resendez, et al. v. Precision Castparts Corp. and PCC Structurals, Inc.*
- *Julian, et al. v. TTE Technology, Inc., dba TCL North America*
- *Eugenio and Rosa Contreras v. Nationstar Mortgage LLC*
- *Phil Shin, et al. v. Plantronics, Inc.*
- *In re: Qualcomm Antitrust Litigation*
- *In re Resistors Antitrust Litigation*
- *The Hospital Authority of Metropolitan Government of Nashville and Davidson County, Tennessee v. Momenta Pharmaceuticals, Inc. and Sandoz Inc.* ("Lovenox Antitrust Matter")
- *William Kivett, et al. v. Flagstar Bank, FSB, and DOES 1-100, inclusive*
- *Adelphia, Inc. v. Heritage-Crystal Clean, Inc.*
- *LLE One, LLC, et al. v. Facebook, Inc.*
- *Bach Enterprises, Inc., et al. v. Advanced Disposal Services South, Inc., et al.*
- *JWG Inc., et al. v. Advanced Disposal Services Jacksonville, L.L.C., et al.*
- *State of Washington v. Motel 6 Operating L.P. and G6 Hospitality LLC*
- *In re GSE Bonds Antitrust Litigation*
- *Wave Lengths Hair Salons of Florida, Inc., et al. v. CBL & Associates Properties, Inc., et al.*
- *In re Loestrin 24 FE Antitrust Litigation*
- *Office of the Attorney General, Department of Legal Affairs, State of Florida v. Pultegroup, Inc. and Pulte Home Company, LLC*
- *In re Cigna-American Specialties Health Administration Fee Litigation*
- *In re: Intuniv Antitrust Litigation*
- *High Street, et al. v. Cigna Corporation, et al.*
- *Gordon Fair, et al. v. The Archdiocese of San Francisco, San Mateo, and Marin County*
- *Bizzarro, et al. v. Ocean County Department of Corrections, et al.*
- *Meeker, et al. v. Bullseye Glass Co.*
- *MSPA Claims 1, LLC v. Ocean Harbor Casualty Insurance Company*
- *Tennille v. Western Union Company - Arizona*
- *Garner, et al. v. Atherotech Holdings, Inc.* and *Garner, et al. v. Behrman Brothers IV, LLC, et al.*
- *Robinson, et al. v. Escallate, LLC*
- *Josefina Valle and Wilfredo Valle, et al. v. Popular Community Bank f/k/a Banco Popular North America*
- *Vision Construction Ent., Inc. v. Waste Pro USA, Inc. and Waste Pro USA, Inc. and Waste Pro of Florida, Inc.*
- *Plumley v. Erickson Retirement Communities, et al.*
- *In re London Silver Fixing, Ltd. Antitrust Litigation*
- *Ploss v. Kraft Foods Group, Inc. and Mondelēz Global LLC*
- *In re Mexican Government Bonds Antitrust Litigation*
- *In re Ready-Mixed Concrete Antitrust Litigation*
- *In re: Marine Hose Antitrust Litigation*
- *Iowa Ready Mixed Concrete Antitrust Litigation*
- *In re Potash Antitrust Litigation (II)*
- *In re Evanston Northwestern Healthcare Corp. Antitrust Litigation*
- *In re Polyurethane Foam Antitrust Litigation*

- *In re LIBOR-Based Financial Instruments Antitrust Litigation*
- *In re Lorazepam and Clorazepate Antitrust Litigation*
- *In re Cardizem CD Antitrust Litigation*
- *Vista Healthplan, Inc., and Ramona Sakiestewa v. Bristol-Myers Squibb Co., and American BioScience, Inc.*
- *In re Lupron Marketing and Sales Practices Litigation*
- *In re Terazosin Hydrochloride Antitrust Litigation*
- *In re Warfarin Sodium Antitrust Litigation*
- *Rosemarie Ryan House, et al. v. GlaxoSmithKline PLC and SmithKline Beecham Corporation*
- *Carpenters and Joiners Welfare Fund, et al. v. SmithKline Beecham*
- *New Mexico United Food and Commercial Workers Union's and Employers' Health and Welfare Trust Fund, et al. v. Purdue Pharma L.P.*
- *In Re Pharmaceutical Industry Average Wholesale Price Litigation*
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- *Tung, et al. v. Dycom Industries, Inc., et al.*
- *Boutchard., et al. v. Gandhi, et al.* ("Tower/e-Minis")
- *MAZ Partners LP v. First Choice Healthcare Solutions, Inc.*
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## For More Information

For more detailed information regarding A.B. Data's experience, services, or personnel, please see our website at **www.abdataclassaction.com**.

# EXHIBIT 3

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

# If you purchased one or more of the Named Generic Drugs listed in Appendix A to this Notice *directly* from any of the pharmaceutical manufacturer Defendants or former Defendants (listed in Appendix B to this Notice) at any time from May 1, 2009 until December 31, 2019, you could get a payment from a class action settlement.

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

You were previously sent three separate notices about settlements that Direct Purchasers ("Settling Direct Purchaser Plaintiffs" or "DPPs") of certain generic drugs (the "Named Generic Drugs") reached with: (1) Sun Pharmaceuticals Industries, Inc ("Sun") and Taro Pharmaceuticals U.S.A. Inc ("Taro"); (2) Apotex Corp. ("Apotex), Breckenridge Pharmaceutical Inc. ("Breckenridge"), and Heritage Pharmaceuticals Inc., Emcure Pharmaceuticals Ltd. and Satish Mehta ("Heritage"); and (3) Sandoz Inc. and Fougera Pharmaceuticals Inc. ("Sandoz"). The purpose of this fourth notice is to alert you of two additional proposed settlements in a Lawsuit brought by Settling Direct Purchaser Plaintiffs.

The Lawsuit is a group of direct purchaser class actions coordinated under the civil docket *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724 (E.D. Pa). The Lawsuit claims that generic drug manufacturers violated antitrust laws, harming competition and causing Settlement Class Members to overpay for the Named Generic Drugs. The Settling Defendants deny liability as alleged in the Lawsuit. The Court has not decided who is right. No trial has been held.

- Two additional settlements have been reached between the DPPs and the Settling Defendants: (1) a proposed settlement with Settling Defendants Greenstone LLC and Pfizer Inc. ("Greenstone and Pfizer") and (2) a proposed settlement with Glenmark Pharmaceutical Inc. ("Glenmark"). Settling Defendants are alleged to have violated the antitrust laws relating to the sale of the Named Generic Drugs.

- The proposed settlements do not resolve any of the claims of the DPPs against the remaining Defendants. The Lawsuit against the remaining Defendants is ongoing. **The Named Generic Drugs are listed in Appendix A, and the Current and Former Defendants are listed in Appendix B**.

- The Court has certified a Settlement Class comprised of:

> 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 Court has preliminarily approved the proposed Settlements between the Settling Direct Purchaser Plaintiffs and the respective Settling Defendants.

- To resolve DPPs' claims against Settling Defendants, the proposed Settlements will provide for the following payments by Settling Defendants resulting in: (1) a $33,000,000 payment from Greenstone and Pfizer to be paid after preliminary approval and (2) two separate payments totaling $37,750,000 from Glenmark (*i.e.,* $11,100,000 to be paid after preliminary approval and $26,650,000 to be paid on or before April 1, 2026). These payments, collectively, $70,750,000, will comprise the "Settlement Fund." The Settlement Fund may be reduced by up to $8,490,000 (to $62,260,000) or increased by a maximum of $17,655,662.50 (to $88,405,662.50) under certain circumstances as explained in the Settlement Agreements. As discussed below, expenses and service awards, as well as a set-aside for a future request for attorneys' fees, may be deducted from these amounts, with Court approval.

- Settling Direct Purchaser Plaintiffs have also held in escrow over $1,846,000 from bankrupt Defendant Mallinckrodt Inc. and its affiliates ("Mallinckrodt") and which is continually accruing interest. Settling Direct Purchaser Plaintiffs intend to distribute the funds from this bankruptcy ("Mallinckrodt monies") to members of these Settlement Classes in the same manner and in conjunction with the distribution of the Settlement Fund. Settling Direct Purchaser Plaintiffs do not intend to seek expenses, service awards, or a set-aside for a future request for attorneys' fees from the Mallinckrodt monies.

- The Court has scheduled a hearing to decide whether to approve the Settlements, the plan for allocating the Settlement Funds to Settlement Class Members, any requests by the attorneys for reimbursement of expenses out of the Settlement Fund, payment of service awards to the Settling Plaintiffs, and any request by attorneys for payment of attorneys' fees, (the "Final Fairness Hearing"). The Final Fairness Hearing is scheduled for _____, 2026, at _:_ _ p.m. ET, before Judge Cynthia M. Rufe at the United States District Court for the Eastern District of Pennsylvania, Courtroom 12-A, 601 Market Street, Philadelphia, PA 19106.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT,
SO PLEASE READ THIS NOTICE CAREFULLY

| YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS | |
|---|---|
| **WHEN YOU RECEIVE A CLAIM FORM, PROMPTLY COMPLETE AND RETURN IT** | You do not need to do anything now to retain your right to stay in the Settlement Classes and/or seek a share of the proposed Settlements. If the Court decides to give the proposed Settlements Final Approval and you are a Settlement Class Member in any of the Settlement Classes, then you will need to complete, sign and return a Claim Form to obtain a share of the proposed Settlement(s).<br><br>If you received a Notice in the mail, a Claim Form will be mailed to you at a later date.<br><br>If you did not receive a Notice in the mail and you think you are a potential Settlement Class Member, please identify yourself by letter or email to the following address: *In re: Generic Pharmaceuticals Pricing Antitrust Litigation* – Direct Purchasers, c/o A.B. Data, Ltd., P.O. Box 173095, Milwaukee, WI 53217.<br><br>Email: info@GenericDrugsDirectPurchaserSettlement.com.<br><br>You will be asked to provide information or data proving that you are a member of a Settlement Classes. You also may be asked to provide data showing your eligible purchases. |
| **EXCLUDE YOURSELF FROM THE SETTLEMENT CLASSES** | You may choose to exclude yourself, or "opt-out," from any of the two Settlement Classes. If you choose to exclude yourself from either Settlement, you will not be bound by any decision in this Lawsuit relating to that Settling Defendant. This is the only option that allows you to ever be part of any lawsuit (other than this Lawsuit) against the Settling Defendants relating to the legal claims against the Settling Defendants in this case. |
| **STAY IN THE LAWSUIT BUT OBJECT TO THE SETTLEMENT** | If you remain in any Settlement Class and you object to any part of the proposed Settlement, you may write to the Court about why you do not like the proposed Settlement. |
| **GET MORE INFORMATION** | If you would like to obtain more information about the Lawsuit or the Settlement, you can send questions to the lawyers or Claims Administrator identified in this notice and/or ask to attend the hearing at which the Court will evaluate the proposed Settlement. |

*These rights and options – **and the deadlines to exercise them** – are explained in this notice.*

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WHAT THIS NOTICE CONTAINS

# BASIC INFORMATION

## 1. WHY DID I GET THIS NOTICE?

You received this notice because, according to available data and documents, you may have purchased one or more Named Generic Drugs directly from one or more generic manufacturer Defendants at some time from May 1, 2009 until December 31, 2019 and therefore you may be a member of the Settlement Classes that were certified by the Court for purposes of the proposed Settlements. You may have received this Notice in error and so you should confirm from your own records that you purchased one or more Named Generic Drugs directly from one or more generic manufacturer Defendants at some time from May 1, 2009 to December 31, 2019.

## 2. WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit is a group of proposed class actions coordinated under the docket *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724. DPPs' class action complaints are available at GenericDrugsDirectPurchaserSettlement.com. Judge Cynthia M. Rufe, of the United States District Court for the Eastern District of Pennsylvania (the "Court"), is overseeing the Lawsuit and the Settlement.

The Settling Direct Purchaser Plaintiffs allege that Defendants engaged in an unlawful scheme or schemes to fix, maintain and stabilize prices, rig bids, and engage in market and customer allocation of the Named Generic Drugs in violation of federal antitrust laws. DPPs allege that this harmed competition and caused Settlement Class Members to overpay for the Named Generic Drugs.

All Defendants, including the Settling Defendants, deny that any Settlement Class Member is entitled to damages or other relief. All Defendants, including the Settling Defendants, deny liability as to DPPs' claims. The Settlement between Settling Direct Purchaser Plaintiffs and the Settling Defendants is not an admission of wrongdoing by any Defendant, including the Settling Defendants.

Following investigation of relevant facts, substantial fact discovery, and following arms' length negotiations with the Settling Defendants, the Settling Direct Purchaser Plaintiffs, on behalf of the Settlement Class, entered into the Settlements with the Settling Defendants.

There has been no determination by the Court or a jury that the allegations against the Defendants or Settling Defendants have been proven or that, if proven, the conduct caused harm to any Settlement Class Members. No trial has been held or scheduled.

## 3. WHAT IS A CLASS ACTION?

In a class action, one or more people called "Class Representatives" (in this case, César Castillo, LLC, FWK Holdings, L.L.C., Rochester Drug Co-Operative, Inc., and KPH Healthcare Services, Inc.) sue on behalf of others who have similar claims (collectively, the "DPPs" or the "Settling Direct Purchaser Plaintiffs").

The DPPs and the entities on whose behalf they have sued together constitute the "Settlement Classes" or "Settlement Class Members." Their attorneys are called "Settlement Class Counsel."

The companies that have been sued are called the "Defendants." In this case the Current and Former Defendants are the 58 companies listed at the end of this Notice.

In a class action lawsuit, one court resolves the issues for all Class Members, except for those who exclude themselves (*i.e.*, "opt out") from the Class. The Court, by orders dated _____,_____,_____, and _____ 2026, has determined that the lawsuit between DPPs and the Settling Defendants can proceed as a class action for purposes of settlement. Copies of the Courts orders may be found at GenericDrugsDirectPurchaserSettlement.com.

Specifically, the Court has found that:

- The number of Settlement Class Members is so numerous that joining them all into one suit is impracticable.
- Members of the Settlement Classes share common legal or factual issues relating to the claims in this case.
- The claims of the DPPs are typical of the claims of the rest of the Settlement Classes.
- The DPPs and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Classes.
- The common legal questions and facts predominate over questions affecting only individual members of the Settlement Classes, and this Lawsuit will be more efficient than individual lawsuits.

## 4. WHY ARE THERE SETTLEMENTS?

The Court has not decided in favor of the Settling Direct Purchaser Plaintiffs or Settling Defendants. Instead, both sides have agreed to the Settlements. Settling Direct Purchaser Plaintiffs and the Settling Defendants were preparing to proceed with the litigation and eventually go to trial, but they have now agreed to the Settlements. By agreeing to the Settlements, the parties avoid the costs and uncertainty of additional discovery, motion practice, and an eventual trial, and if the Settlement is approved by the Court, Settlement Class Members will be eligible to receive a payment from these the Settlements. The Settlements do not mean that any law was broken or that the Settling Defendants did anything wrong. The DPPs and Settlement Class Counsel believe that the proposed Settlements are fair, reasonable, and adequate and in the best interests of the Settlement Classes.

# WHO IS IN THE SETTLEMENT CLASSES AND SETTLEMENTS

## 5. AM I PART OF THE SETTLEMENT CLASSES AND THE SETTLEMENTS?

You are part of the Settlement Classes if you are a person or entity in the United States and its territories that purchased one or more Named Generic Drugs directly from one or more Current or Former Defendants at any time from May 1, 2009 until December 31, 2019.

More specifically, on [date], the Court certified the Settlement Classes. The class definition for each of these Settlement Classes is the same:

> 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 and Current and Former Defendants are listed at the end of this Notice.

If you are not sure whether you are included in these Settlement Classes, you may call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 11 below. If you wish to exclude yourself from one or more of these Settlement Classes, please refer to Question 6.

## 6. CAN I REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASSES?

Yes, the Court has set a deadline for requests for exclusion for _____, 2025. To exclude yourself, you must send a letter via first class U.S. mail saying you want to exclude yourself from the Direct Purchaser Lawsuit in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724 (E.D. Pa.). **You must identify which Settlement Class you wish to be excluded from. You may exclude yourself from one or both Settlement Classes.**

Mail the letter to: *In re: Generic Pharmaceuticals Pricing Antitrust Litigation* – Direct Purchasers, c/o A.B. Data, Ltd., P.O. Box 173095, Milwaukee, WI 53217.

Be sure to include your name, address, email address, telephone number, and your signature. **Your letter requesting exclusion must be postmarked no later than _____.**

If you exclude yourself from a Settlement Class, you will not be legally bound by anything that happens in the Lawsuit between DPPs and the Settling Defendant(s). This means that you may be able to sue (or continue to sue) the Settling Defendant(s) in the future about the legal issues in this case. If you exclude yourself from a Settlement Class so that you can start or continue your own lawsuit against one or more of the Settling Defendants, you should talk to your own lawyer immediately because your claims will be subject to a statute of limitations, which means that your claims will expire if you do not take timely action. You need to contact your own lawyer about this issue.

If you do not exclude yourself from the Settlement Classes, and you have a valid claim, you can share in the Settlements, but you will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Settling Defendants arising from the claims released as part of these Settlements, including claims brought in the case between DPPs and the Settling Defendants. All of the Court's orders in the case between DPPs and the Settling Defendants will apply to you and legally bind you. You will also be bound by the proposed Settlements between DPPs and the Settling Defendants if the Court grants Final Approval to the proposed Settlements and enters final judgment in the case between DPPs and the Settling Defendants.

## 7. WHAT HAPPENS IF I DO NOTHING?

If you are a Settlement Class Member and you do nothing, you will remain in the Settlement Classes and be eligible to participate in the Settlements as described in this notice, if the Settlements are approved. However, you will need to complete, sign, and return the claim forms (once they are sent to you) in order to obtain payment. We do not know when the claim forms will be mailed. You should check GenericDrugsDirectPurchaserSettlement.com for information regarding timing. The website will also have a blank claim form for downloading.

# THE SETTLEMENTS' BENEFITS

## 8. WHAT DO THE SETTLEMENTS PROVIDE?

The Settling Defendants have agreed to pay a total of $70,750,000 in cash (which may be reduced to $62,260,000 or increased to as much as $88,405,662.50 under certain circumstances as explained in the Settlements) to an interest-bearing escrow account ("Settlement Fund") for the benefit of the Settlement Classes. The Settlement Fund shall be held in escrow pending finality of the Settlement Agreements. The Settling Defendants have also agreed to provide substantial cooperation to the DPPs in the continued litigation against the remaining Defendants.

Settlement Class Counsel will apply to the Court no later than _____ for reimbursement of past unreimbursed expenses and for future expenses not to exceed a total of $6,000,000, and service awards to the four Settling Plaintiffs of $20,000 each for their services to the Settlement Class. The Settlements also provide for payment of up to $500,000 in total for the costs of administering the Settlements and making distributions from the fund. In addition, Settlement Class Counsel will ask the Court for a set-aside for future payment of attorneys' fees. For purposes of the objection and opt-out deadline of __, Settlement Class Members should assume that Settlement Class Counsel will seek attorneys' fees of up to one-third of the net Settlement Fund to date, after expenses and service awards have been deducted and including interest (and including the Settlement Funds from DPPs' prior Settlements). Settlement Class Members will have the opportunity to review, and object to, Settlement Class Counsel's motion for attorneys' fees after it is filed and before the Court rules. All motions for expenses, attorneys' fees, and service awards shall be posted on the settlement website: GenericDrugsDirectPurchaserSettlement.com.

If approved by the Court, the Settlement Fund, minus any court-awarded fees and expenses to Settlement Class Counsel, costs of settlement notice and administration, and service awards to Settling Plaintiffs ("Net Settlement Fund") and the entirety of the Mallinckrodt monies will be distributed to the Settlement Class Members who return valid and timely Claim Forms. The distribution will be made on a *pro rata* basis, consistent with each Settlement Class Member's aggregate weighted share of total Settlement Class's purchases of the Named Generic Drugs from Defendants. In the event that data from Defendants is not available to calculate a Settlement Class Member's *pro rata* share, such Settlement Class Member will be required to submit data showing its relevant direct purchases as requested by the Claims Administrator. As a general matter, a claimant's *pro rata* share will be based on data from Defendants, and claimants will not be permitted to submit their own purchase data to contest these figures. This is because of the time and expense that would be involved in analyzing such additional data (expenses that would be paid out of the Settlement Fund itself), and because transaction data from Defendants is considered reliable. More information about how Settlement Class Members' shares will be calculated is available in the Plan of Allocation, on the settlement website: GenericDrugsDirectPurchaserSettlement.com.

In exchange, the litigation between the DPPs and the Settling Defendants will be dismissed with prejudice and Settling Defendants will be released by Settlement Class Members from all claims that have been brought or could have been brought concerning the subject matter of or acts, omissions, or other conduct alleged in Settling Direct Purchaser Plaintiffs' class action complaints available at GenericDrugsDirectPurchaserSettlement.com.

Non-Settling Defendants are **not** part of the proposed Settlements between the DPPs and the Settling Defendants. DPPs' Lawsuit against the Non-Settling Defendants is continuing.

The Settlement Agreements provide that they may be terminated if, for example, the Court does not approve the Settlements or if Settlement Class Members with aggregate purchases above a certain amount opt out. If the Settlement Agreements are terminated, the Lawsuit will proceed against the Settling Defendants as if the settlements had not been reached.

The full text of the Settlement Agreements, including the releases, are available at GenericDrugsDirectPurchaserSettlement.com. This notice is not meant to, and does not, alter the terms of the actual Settlement Agreements and associated releases.

## 9. HOW CAN I GET A PAYMENT FROM THE SETTLEMENTS?

If the Court grants Final Approval to the Settlement (*see* "The Court's Fairness Hearing" below) and any resulting appeals are resolved, the Court will approve a Plan of Allocation to distribute the Settlement Fund.

**If you do not exclude yourself from both Settlement Classes, you will need to submit a Claim Form to request your share of the Net Settlement Fund.**

- If you received this Notice in the mail, a Claim Form will be sent to you automatically and you do not need to do anything at this time to be eligible to receive a payment from the Settlements.
- If you did not receive this Notice in the mail, and you think you are a potential Settlement Class Member, please identify yourself or your company by letter or email to the following address: *In re: Generic Pharmaceuticals Pricing Antitrust Litigation* – Direct Purchasers, c/o A.B. Data, Ltd., P.O. Box 173095, Milwaukee, WI 53217. Email: info@GenericDrugsDirectPurchaserSettlement.com. You must also include proof that you purchased at least one of the Named Generic Drugs during the period May 1, 2009 to December 31, 2019 directly from a Current or Former Defendant. You may also be required to submit your purchase data showing all your eligible purchases. A copy of the Claim Form will also be available at GenericDrugsDirectPurchaserSettlement.com.

## 10. WHEN WOULD I GET MY PAYMENT AND HOW MUCH WOULD IT BE?

When you get your payment depends on several matters, including whether and when the Court grants Final Approval of the Settlements. The Net Settlement Fund and entirety of the Mallinckrodt monies will be allocated to Settlement Class Members as soon as possible after the Court grants Final Approval of the Settlements.

You will not be responsible for calculating the amount you may be entitled to receive. The Plan of Allocation provides that you will be paid on a *pro rata* basis in proportion to how much of the Named Generic Drugs you purchased directly from Current or Former Defendants from May 1, 2009 through December 31, 2019. Generally, those with more purchases will get a higher recovery. If less than 100% of the Settlement Class sends in claim forms, you could get a larger *pro rata* share. All Claimants who would receive less than a *pro rata* share of $25 total from the Settlements will receive $25 total from the Settlements.

If the proposed Settlements are given Final Approval, but there is an appeal of the Final Approval, the appeal could take several years to resolve. Any accrued interest on the Settlement Fund will be included, *pro rata*, in the amount paid to Settlement Class Members.

If you do decide to exclude yourself from one or more of the Settlement Classes, which means that you are choosing not to be a part of one or more of the Settlement Classes, then you will not receive a share that Settlement Class's portion of the Settlement Fund.

## THE LAWYERS REPRESENTING THE SETTLEMENT CLASSES

### 11. DO I HAVE A LAWYER IN THIS CASE?

The Court appointed the counsel listed below as Settlement Class Counsel:

| | |
|---|---|
| Dianne M. Nast, Esq.<br>Joseph N. Roda, Esq.<br>NASTLAW LLC<br>1101 Market Street, Suite 2801<br>Philadelphia, Pennsylvania 19107<br>215-923-9300<br>dnast@nastlaw.com<br>jnroda@nastlaw.com | David F. Sorensen, Esq.<br>BERGER MONTAGUE PC<br>1818 Market Street, Suite 3600<br>Philadelphia, PA 19103<br>(215) 875-3000<br>dsorensen@bm.net |
| Robert N. Kaplan<br>KAPLAN FOX & KILSHEIMER LLP<br>800 Third Avenue<br>New York, New York 10022<br>(212) 687-1980<br>rkaplan@kaplanfox.com | Thomas M. Sobol, Esq.<br>HAGENS BERMAN SOBOL SHAPIRO LLP<br>1 Faneuil Hall Square, 5th Floor<br>Boston, Massachusetts 02109<br>(617) 482-3700<br>tom@hbsslaw.com |
| Linda P. Nussbaum<br>NUSSBAUM LAW GROUP, PC<br>1133 Avenue of the Americas, 31st Floor<br>New York, New York 10036<br>(917) 438-9189<br>lnussbaum@nussbaumpc.com | Michael L. Roberts<br>ROBERTS LAW FIRM US, PC<br>1920 McKinney Ave., Suite 700<br>Dallas, Texas 75201<br>(501) 821-5575<br>mikeroberts@robertslawfirm.us |

### 12. HOW WILL THE LAWYERS BE PAID?

The attorneys intend to ask the Court to set aside up to one-third of the Settlement Fund plus a proportionate amount of interest from these settlements for future requests for attorneys' fees. Settlement Class Counsel will also ask, as part of the Final Approval of these settlements, for an amount not to exceed $6,000,000 for reimbursement of past and future expenses, including costs of administering these settlements, plus service awards in the amount of $20,000 for each of the four named plaintiffs. If you decide not to exclude yourself from the Settlement Classes, you will not have to pay these fees, costs, and expenses out of your own pocket. If the Court grants Settlement Class Counsel's requests, these amounts would be deducted from the Settlement Fund.

Any application by Settlement Class Counsel for reimbursement of expenses, service awards, and attorneys' fees will be filed with the Court and made available for download and/or viewing on or before _____, 2025 on GenericDrugsDirectPurchaserSettlement.com, as well as at the

office of the Clerk of the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797, during normal business hours.

## OBJECTING TO THE SETTLEMENTS

### 13. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENTS?

If you are a Settlement Class Member (and have not excluded yourself), you can object to all or any part of the proposed Settlements and/or the application for a set-aside for a future request for attorneys' fees, reimbursement of costs and expenses, and/or service awards to the Class Representatives. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object to the Settlements, you must send a letter via first class U.S. mail saying that you object to the Settlements in the Direct Purchaser Lawsuit in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-MD-02724 (E.D. Pa.) with the following information:

- Your name, address, and phone number and the name, address, and phone number of your attorney, if you have one.
- Your signature
- Case name and number:

  *In re Generic Pharmaceuticals Pricing Antitrust Litigation*
  Case No. 2:16-MD-02724

  United States District Court for the Eastern District of Pennsylvania
- The specific reasons why you object to the settlements or any part of them.
- All documents or writings that you want the Court to consider.

Mail the objection to the Clerk of the United States District Court for the Eastern District of Pennsylvania (address below) with copies to the individuals and addresses listed below:

| CLERK OF THE COURT | SETTLEMENT CLASS COUNSEL | SETTLING DEFENDANTS' COUNSEL |
|---|---|---|
| Clerk of Court, EDPA<br>601 Market Street<br>Philadelphia, PA 19106 | Dianne M. Nast<br>Joseph N. Roda<br>NastLaw LLC<br>1101 Market Street, Ste 2801<br>Philadelphia, PA 19107 | Ben C. Fabens-Lassen<br>DLA Piper LLP (US)<br>2000 Avenue of the Stars,<br>Suite 400<br>Los Angeles, CA 90067<br><br>*Counsel for*<br>*Greenstone and Pfizer*<br><br>Dimitra Doufekias<br>Rob Manoso<br>c/o Morrison & Foerster LLP<br>2100 L Street NW, Suite 900<br>Washington, DC 20037 |

| | | |
|---|---|---|
| | | *Counsel for Glenmark* |

**Your objection must be postmarked on or before [Insert Date].**

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant Final Approval to the Settlements and any requests for reimbursement of expenses, service awards, and application for attorneys' fees ("Fairness Hearing"). You may attend and, if you have not excluded yourself from the Settlement Classes, you may ask to speak, but you do not have to.

### 14. WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court has scheduled a Fairness Hearing on [Insert Date and Time], at the United States District Court Eastern District of Pennsylvania, Courtroom 12-A, 601 Market Street, Philadelphia, PA 19106.

**The time and date of the Fairness Hearing may change without additional mailed notice. For updated information on the hearing, you may check GenericDrugsDirectPurchaserSettlement.com, or the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://pcl.uscourts.gov.**

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court may also consider the requests by Settlement Class Counsel for a set-aside for a future request for attorneys' fees, as well as request for reimbursement of expenses and payment of service awards. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to give Final Approval to the Settlements and the other requests. It is unknown how long these decisions will take.

Any judgment issued by the Court will be binding on the Settlement Class. The Settlements, if approved by the Court and once appeals, if any, are resolved, will release all claims in the class action against the Settling Defendants.

### 15. DO I HAVE TO ATTEND THE HEARING?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. If you mailed your written objection on time, to the proper addresses, and it complies with the other requirements provided above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but this is not necessary. Attendance is not necessary to receive your share of the Net Settlement Fund.

### 16. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter via first class U.S. mail saying that it is your "Notice of Intention to Appear in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-MD-02724 (E.D. Pa.)." Be sure to include your name, address, email address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [Insert Date], and must be sent to the Clerk

of the Court, to Settlement Class Counsel, and to Settling Defendants' Counsel at the addresses listed in Question 13 above.

You may not speak at the hearing for a particular Settlement if you excluded yourself as a Settlement Class Member or do not send a notice of intention to appear.

## GETTING MORE INFORMATION

### 17. HOW DO I GET MORE INFORMATION?

If you have questions about this case or want additional information, you may call or write to the lawyers listed in answer to Question 11 above, call 877-315-0583, or visit GenericDrugsDirectPurchaserSettlement.com. This notice is only a summary of the proposed Settlements and is qualified in its entirety by the terms of the Settlement Agreements. Copies of the Settlement Agreements are on public file with the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106. The Settlement Agreements are also available on the settlement website: GenericDrugsDirectPurchaserSettlement.com. You may also call the Claims Administrator at 877-315-0583 with questions.

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

# APPENDIX A: 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 |

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| 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 |

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| 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 |

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| 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 |

## APPENDIX B: NAMED DEFENDANTS

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 4

# If you purchased certain named generic pharmaceutical drugs *directly from* certain pharmaceutical manufacturers from May 1, 2009 through December 31, 2019, your rights may be affected by a proposed class action settlement.

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

**What is the lawsuit about?** Two proposed settlements have been reached in a class action lawsuit ("the Lawsuit"), which alleges that Greenstone LLC, Pfizer Inc. and Glenmark Pharmaceutical Inc., USA (collectively "Settling Defendants") and other generic drug manufacturers violated the federal antitrust laws by conspiring to fix, maintain, and stabilize prices, rig bids, and engage in market and customer allocations of certain generic drugs (the "Named Generic Drugs"), causing direct purchasers of the Named Generic Drugs to pay more than they should have. The Settling Defendants deny liability as alleged in the Lawsuit. The Court has not decided who is right. The proposed Settlement does not resolve any of the claims of the Settlement Class against the remaining Defendants. The Lawsuit against the remaining Defendants is ongoing.

**Who is included?** The Court has certified two Settlement Classes, one for each proposed Settlement: (1) the Greenstone and Pfizer Settlement Class and (2) the Glenmark Settlement Class. Each Settlement Class includes that includes 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 through 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 Settlement Agreements listing the Named Generic Drugs and Current and Former Defendants are available on the Settlement website: GenericDrugsDirectPurchaserSettlement.com. The Settlement Agreements also are on public file with the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106 in the case *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724.

**What do the settlements provide?** The proposed Settlements provide for the following payments: (1) a $33,000,000 payment by Settling Defendants Greenstone LLC and Pfizer Inc. and (2) two payments totaling $37,750,000 by Settling Defendant Glenmark Pharmaceutical Inc., USA. These payments will comprise the total $70,750,000 "Settlement Fund." The Settlement Fund may be reduced to $62,260,000 or increased to a maximum of $88,405,662.50 under certain circumstances as explained in the Settlement Agreements. In addition, the Direct Purchaser Plaintiff ("DPP") attorneys who have worked on the Lawsuit for the Settlement Classes will seek Court approval to pay expenses, and service awards for the class representatives (or named plaintiffs) out of the Settlement Fund. DPP attorneys will also request a set-aside for attorneys' fees of up to one-third of the net Settlement Fund, including interest, after expenses (and service awards) are deducted. Any motion for fees, expenses and service awards will be filed no later than [date] and posted on the Settlement website

GenericDrugsDirectPurchaserSettlement.com thereafter. The calculations of the dollar amount that each Settlement Class Member will be paid from the Settlement Fund are set forth in the Plan of Allocation, which also is available on GenericDrugsDirectPurchaserSettlement.com. In conjunction with the distribution of the Settlement Fund, DPP attorneys intend to also distribute to members of these Settlement Classes $1,846,000 (plus any additional accrued interest) from a bankruptcy involving Defendant Mallinckrodt Inc. and its affiliates ("Mallinckrodt monies"). DPP attorneys do not intend to seek expenses, service awards, or a set-aside for a future request for attorneys' fees from the Mallinckrodt monies.

**What are your options?** If you are a Settlement Class Member and you do nothing, you will remain in the Settlement Classes and are eligible to participate in the Settlements as described in this notice, if the Settlements are approved. However, you will need to complete, sign, and return the claim form (once it is sent to you) in order to obtain a payment. We do not know when the claim forms will be mailed. You should check GenericDrugsDirectPurchaserSettlement.com for information regarding timing. If you *did not* receive a Notice in the mail, and you think you are a potential Settlement Class Member, please identify yourself or your company by letter to the following address: *In re: Generic Pharmaceuticals Pricing Antitrust Litigation* – Direct Purchasers, c/o A.B. Data, Ltd., P.O. Box 173095, Milwaukee, WI 53217. Or send an email to info@GenericDrugsDirectPurchaserSettlement.com, or call 877-315-0583. You may be required to submit proof of a qualifying direct purchase to establish that you are a Settlement Class Member. Such claimants may also be required to submit purchase data as part of the claims process. As a Settlement Class Member, unless you opt out of the Settlements, you will be bound by all orders and judgments of the Court.

In addition, if you are a Settlement Class Member, you may request exclusion from (or opt out of) one or more of the Settlements, and if you do not opt out, you may object to one or more of the Settlements. Instructions for opting-out or objecting can be found in the publicly available case file and website, as described above. You must mail your request to opt out or your objection by Month DD, YEAR. The Court will hold a Fairness Hearing on Month DD, YEAR, to decide whether to approve the Settlements and any requests for a set-aside for a future fee petition, expenses, and service awards for the Class Representatives. The Court will also consider a Plan of Allocation for distributing the Settlement Fund to Settlement Class Members. If there are objections, the Court will consider them at the hearing. You do not need to attend the hearing. If you wish to appear at the hearing, you must file a "Notice of Intention to Appear" with the Court and you may hire your own attorney to appear in Court for you at your own expense.

**For more information:** Go to the website: GenericDrugsDirectPurchaserSettlement.com or call 877-315-0583 for more information on the Settlements, the lawsuit, and your potential rights and options related to the Settlement, and the Plan of Allocation. The website includes, for example, a list of the generic drugs that you would have had to purchase and a list of the generic manufacturers that you would have had to purchase ***directly*** from in order to be eligible for a payment.

# EXHIBIT 5

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

| | |
|---|---|
| **IN RE: GENERIC PHARMACEUTICALS PRICING ANTITRUST LITIGATION** | **MDL 2724**<br>**16-MD-2724**<br><br>**HON. CYNTHIA M. RUFE** |
| **THIS DOCUMENT RELATES TO:**<br><br>***Direct Purchaser Plaintiffs' Actions*** | |

# DIRECT PURCHASER PLAINTIFFS' PLAN OF ALLOCATION FOR THE SETTLEMENT CLASS

The Direct Purchaser Class Plaintiffs ("DPPs") César Castillo, LLC, FWK Holdings, LLC, Rochester Drug Co-Operative, Inc., and KPH Healthcare Services, Inc., individually and on behalf of the Settlement Classes (defined below), hereby submit this proposed Plan of Allocation to allocate the settlement funds received in the Settlements with Breckenridge Corp., Apotex Corp., Heritage Pharmaceuticals Inc., Emcure Pharmaceuticals Ltd., and Satish Mehta, plus any interest earned on the settlement funds, net of any Court-approved attorneys' fees, service awards, and Court-approved expenses, including settlement-related costs and expenses (the "Net Settlement Fund").

The proposed Plan of Allocation allocates the Net Settlement Fund based on each Claimant's *pro rata* share of the Named Generic Drugs ("NGDs")[1] sold by Defendants.[2] All Claimants who would receive a *pro rata* share of less than $25 total from the three Settlements will receive exactly $25. Courts have approved *pro rata* share calculations in other antitrust

[1] A list of the NGDs (the generic drugs for which DPPs have brought claims in this MDL) is attached as Exhibit B to the Settlement Agreements.

[2] Exhibit C to the Settlement Agreements is a list of Defendants who have been sued by DPPs.

cases,[3] including in other pharmaceutical antitrust cases.[4]

Plaintiffs' expert, economist Dr. Jeffrey J. Leitzinger, Ph.D. of Econ One, can calculate each Claimant's[5] *pro rata* share of the Net Settlement Fund.[6]

Throughout this Plan of Allocation, "purchases" refers to net unit purchases, (*i.e.*, gross purchases net of any returns and net of any purchases for which the Claimant or Settlement Class member has assigned away its rights to recovery in this litigation)[7] of the NGDs made directly

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[3] *See Beneli v. BCA Fin. Servs., Inc*., 324 F.R.D. 89, 105 (D.N.J. 2018) ("In particular, *pro rata* distributions are consistently upheld, and there is no requirement that a plan of allocation differentiat[e] within a class based on the strength or weakness of the theories of recovery.") (citation and internal quotation marks omitted) (alteration in original); *In re Packaged Ice Antitrust Litig*., 2011 WL 6209188, at *15 (E.D. Mich. Dec. 13, 2011) ("Typically, a class recovery in antitrust or securities suits will divide the common fund on a *pro rata* basis among all who timely file eligible claims, thus leaving no unclaimed funds.") (citation omitted); *Bradburn Parent Teacher Store, Inc. v. 3M (Minnesota Mining and Mfg. Co.)*, 513 F. Supp. 2d 322, 335 (E.D. Pa. 2007) (approving as reasonable a distribution plan that allocated settlement funds to class members based upon their *pro rata* share of the class's total transparent tape purchases during the damage period, net of invoice adjustments and rebates paid as of the date of the settlement); *Sullivan v. DB Invs., Inc*., 667 F.3d 273, 328 (3d Cir. 2011) (upholding a district court's approval of a plan of allocation based on a *pro rata* share of diamond purchases).

[4] *See, e.g., In re Namenda Direct Purchaser Antitrust Litig*., No. 1:15-cv-07488, ECF Nos. 919-2, 947, 948 (S.D.N.Y. May 27, 2020) (*pro rata* shares of settlement fund computed on basis of claimants' brand and generic purchases); *In re Solodyn (Minocycline Hydrochloride) Antitrust Litig*., No. 14-md-2503, ECF Nos. 1163-4, 1179 (D. Mass. June 11, 2018 & July 18, 2018) (*pro rata* shares of settlement fund computed on basis of claimants' brand and generic purchases); *In re Lidoderm Antitrust Litig*., No. 14-md-2521, ECF Nos. 1004-5, 1054 (N.D. Cal. Mar. 20, 2018 & Sept. 20, 2018) (*pro rata* shares of settlement fund computed on basis of claimants' brand and generic purchases); *In re Aggrenox Antitrust Litig*., No. 14-md-2516, ECF Nos. 733-1, 739 (D. Conn. Nov. 22, 2017 & Dec. 18, 2017) (*pro rata* shares of settlement fund computed on basis of purchases); *King Drug of Florence, Inc. v. Cephalon, Inc*., No. 06-cv-1797, ECF Nos. 864-17, 870 (E.D. Pa. Oct. 8, 2015 & Oct. 15, 2015) (same); *In re Doryx Antitrust Litig*. (*Mylan Pharms., Inc. v. Warner Chilcott Public Ltd*.), No. 12-cv-3824, ECF Nos. 452-3, 665 (E.D. Pa. Jan. 10, 2014 & Sept. 15, 2014) (same); *In re Tricor Direct Purchaser Antitrust Litig*. (*Louisiana Wholesale Drug Co. v. Abbott Labs*.), No. 05-cv-340, ECF Nos. 536-1, 543 (D. Del. Apr. 9, 2009 & Apr. 23, 2009) (*pro rata* shares of settlement fund computed on basis of claimants' unit purchases in a product hop case).

[5] A "Claimant" is any entity that timely submits a completed Claim Form. A Claimant's *pro rata* share will be zero if that Claimant timely submits a Claim Form but that Claimant's claim is rejected because, for example, the Claimant did not purchase the NGDs directly from Defendants and does not have any valid assignment covering any such direct purchases.

[6] *See* ECF No. 2010-9, Declaration of Jeffrey J. Leitzinger, Ph.D. Related to Proposed Allocation Plan (dated March 16, 2022) ("Leitzinger Allocation Decl.").

[7] *Id.* at ¶¶ 19-20.

from Current or Former Defendants during the Settlement Class Period of May 1, 2009 through December 31, 2019. The unit of purchase is an "extended unit" which is generally equal to a tablet, capsule, gram, milliliter, suppository, patch, etc.[8]

The proposed Plan of Allocation is a practical and reasonable way to allocate the Net Settlement Fund and is fair to all members of the Settlement Classes.[9]

**THE PLAN OF ALLOCATION**

The Plan of Allocation works as follows:

1.1 At the appropriate time and after receiving Court approval, the Claims Administrator will mail a Claim Form to each Settlement Class member identified from the transactional or other sales data Defendants have produced in this case, as well as to any additional Settlement Class members identified by Settlement Class Counsel, including through review of customer lists produced by Defendants.[10] Settlement Class members who were identified in Defendants' sales data and whose purchases may be calculated from that data, and who receive and return Claim Forms they were mailed, will not be required to submit any additional documentation or data with their Claim Form. In addition, they will not be permitted to submit their own purchase data to contest calculations derived from Defendants' data. Any

[8] *Id.* at ¶ 14 n.8.

[9] *Id.* at ¶¶ 6-7, 22. The "Settlement Class" for each of the three Settlements (Breckenridge, Apotex, and Heritage) has the same class definition, as follows:

> 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.

[10] DPPs requested that all Defendants provide the names and addresses of their direct purchaser customers for the time period May 1, 2009 to December 31, 2019.

Claimant whose purchases cannot be calculated using Defendants' sales data but who submits a Claim Form shall be required to submit sufficient documentation or purchase data showing that the Claimant directly purchased one or more NGD directly from one or more Current or Former Defendants during the time period from May 1, 2009 until December 31, 2019, and purchase data sufficient for Econ One to calculate the Claimant's *pro rata* share. A copy of the Claim Form will also be posted on the settlement website, to which Settlement Class members will be directed through mailed and publication notice. The Claim Form will include the National Drug Codes ("NDCs") for each NGD covered by this Plan of Allocation.[11]

1.2 The Claim Form will request the Claimant's full name, current mailing address, and current email address for correspondence regarding the claims administration and distribution, the identity and contact information for the person responsible for overseeing the claims process for the Claimant, and information about how the Claimant would prefer for the distribution to be made (for example, by wire or by mailed check). Each Claimant will be required to execute the Claim Form in exchange for receiving any distribution from the Net Settlement Fund.

1.3 *Timeliness*. The submission of the Claim Form to the Claims Administrator (with any necessary supporting documentation) will be deemed timely if it is received or postmarked within 90 days of the date the Claim Forms were mailed.

2. Calculation of *Pro Rata* Shares of the Net Settlement Fund

2.1 *Claimants that purchased NGD(s) directly from Current or Former Defendants and appear as direct purchasers in the data produced by Defendants and whose pro rata shares*

[11] NDCs are standard codes maintained by the FDA and used in the pharmaceutical industry to identify specific pharmaceutical products, and allow Claimants to understand precisely what purchases will be considered for purposes of allocation.

*can be calculated using Defendants' sales data*.[12]

a. The allocated share of the Net Settlement Fund will be set in proportion to each Claimant's weighted total purchases of the NGDs from Current or Former Defendants during the Settlement Class Period of May 1, 2009 through December 31, 2019. The allocation computation will be based on the following information: (a) each Claimant's total net purchases of the NGDs from Current or Former Defendants during the Settlement Class Period of May 1, 2009 through December 31, 2019; and (b) the combined total net purchases of the NGDs from Current or Former Defendants during the Settlement Class Period of May 1, 2009 through December 31, 2019 made by all Claimants with valid, accepted Claim Forms.

b. Purchases of NGDs will be weighted so that purchases of NGDs with higher price points will be given greater weight in the allocation process (consistent with Dr. Leitzinger's expectation that those NGD formulations likely carried bigger unit overcharges).[13] Specifically, Claimant purchase volumes of each NGD formulation will be multiplied by the average price calculated for it using IQVIA (formerly IMS) data over the period from May 2009 to December 2019.[14]

c. To calculate the *pro rata* share of the Net Settlement Fund for each Claimant who purchased an NGD directly from Defendants, Dr. Leitzinger, working with the Claims Administrator, will take (a) each Claimant's combined weighted net direct purchases of the NGDs from Defendants, and divide it by (b) the combined weighted net direct purchases of

[12] Defendants have not produced data for the entire Settlement Class Period of May 1, 2009 through December 31, 2019, and the time periods covered by Defendants' data productions vary. All available, useable data showing sales of NGDs to direct purchasers for some or all of the Settlement Class Period of May 1, 2009 through December 31, 2019 produced by Defendants will be used for allocation.

[13] Leitzinger Allocation Decl. at ¶ 15.

[14] *Id*.

NGDs from Current or Former Defendants by all Claimants who timely submit valid, accepted Claim Forms.[15] This calculation will yield each Claimant's *pro rata* share of the Net Settlement Fund.[16] Claimants who have given partial assignments to entities that opt out of one or more of the Settlement Classes (such as those Settlement Class members that have given assignments to entities that have brought individual actions in this MDL) shall have their combined net totals reduced to account for those assignments. This shall be done using the chargeback data produced by the Defendants or other available data showing volumes covered by assignments, from which Dr. Leitzinger can estimate the percentage of units purchased by the Settlement Class members which were then resold to the DAPs or other assignees. This calculation is described in detail in paragraph 20 of Dr. Leitzinger's Allocation Declaration.

2.2 *Claimants that are Settlement Class members who purchased NGD(s) from Defendants but do not appear in the data produced by Defendants and whose pro rata shares cannot be calculated using Defendants' sales data.* These Claimants shall be required to submit data and documentation showing the volume(s) of the NGDs they purchased directly from the Current or Former Defendants during the Settlement Class Period of May 1, 2009 through December 31, 2019.

2.3 *Claimants that file on the basis of an assignment from a Settlement Class member.* Allocations to Claimants who file a claim based on an assignment from a Settlement Class member would be determined either (a) by agreement between the assignor Settlement Class member and its respective assignee claimant, or (b) if the assignor Settlement Class member and its assignee claimant cannot reach an agreement, then the assignee claimant shall receive no

[15] *Id.* at ¶¶ 15-16.

[16] *Id.*

allocation based on its assignment from the assignor Settlement Class member and the assignor Settlement Class member's allocation shall not be reduced to account for the assignment to the assignee claimant. There are only two types of agreements between an assignor Settlement Class member and its respective assignee claimant that shall be acceptable for purposes of an assignee claimant receiving an allocation based on an assignment from a Settlement Class member: (i) the assignor Settlement Class member and its respective assignee claimant can agree that the assignee claimant shall be allocated a share that is a fixed percentage of the assignor Settlement Class member's share (say 5% of the Settlement Class member's share) and that the assignor Settlement Class member's allocation shall be reduced by the same amount; or (ii) the assignor Settlement Class member and its respective assignee claimant can submit agreed upon figures for the purchase volumes covered by the assignment for each NGD sold by Current or Former Defendants, and then this information can be used by Econ One to calculate the assignee's allocation in accordance with this Plan of Allocation (and the assignor Settlement Class member's share shall be reduced by the same amount). Neither an assignee (nor any other Claimant) other than as stated herein shall be allowed to submit its own purchase data. Reviewing assignee claimants' purchase data would likely be expensive and time consuming and will delay disbursement. If the assignor Class member and assignee claimant cannot reach agreement, they can attempt to resolve any dispute outside of this allocation process. The assignor and assignee shall be given no more than 90 days from the deadline for claims submission to reach agreement, and, if they cannot reach agreement by that time, the assignor's and assignee's share shall not be distributed, and shall remain in the escrow account until such time as they either reach agreement or obtain a court order providing for the amounts to be

distributed to the assignor and assignee.[17] As the Claim Form will make clear, any claim (including all related documentation or materials submitted therewith) submitted by a Claimant who files a Claim Form based on an assignment may be shared with the Claimant's assignor Settlement Class member during the claims administration process.

3. Processing of Claims

3.1 All Claims will be reviewed and processed by the Claims Administrator, with assistance from Econ One and Settlement Class Counsel as required and appropriate.

3.2 The Claims Administrator shall first determine whether a Claim Form received is timely, properly completed, and signed. If a Claim Form is incomplete, deficient, or if the Claims Administrator has any questions, the Claims Administrator shall communicate with the Claimant via First Class Mail, email, or telephone. The Claims Administrator may also contact Claimants requesting additional documentation or other materials. Claimants will have 28 days from the date they are contacted by the Claims Administrator regarding any question, requests for additional information, deficiency, or any other issue to provide a complete response, the requested documentation or other materials, and/or to cure any such deficiency. If a Claimant fails to adequately respond and/or correct any deficiency within 28 days, its claim may be rejected and the Claimant shall be notified by letter stating the reason for rejection. The Claims Administrator will then review all completed, non-deficient Claim Forms to determine whether each will be accepted or rejected and will notify any Claimants whose Claim Forms are rejected by letter stating that the Claimant's Claim Form is rejected and stating the reason for rejection. Any Claimant whose Claim Form is rejected may seek review by the Court via the appeals process described in Section 7.2 below.

[17] This process shall not delay distribution to other Claimants, absent Court order to the contrary.

3.3 All late Claims Forms that are otherwise complete will be processed by the Claims Administrator but marked as "Late Approved Claims." Claimants that submit any such "Late Approved Claims" may receive distributions from the Net Settlement Fund, in accordance with this Plan of Allocation, with the approval of Settlement Class Counsel and the Court.[18] If Settlement Class Counsel conclude that, in their judgment, any such "Late Approved Claims" should not be accepted, the Claimant will be so notified, and then may seek review by the Court via the appeals process described in Section 7.2 below.

3.4 *The Pro Rata Distribution Calculation*. Econ One, in conjunction with the Claims Administrator and Settlement Class Counsel, will be responsible for determining the total amount each Claimant will receive from the Net Settlement Fund. Once the Claims Administrator has determined which claims are approved, Econ One will work with the Claims Administrator to calculate each Claimant's *pro rata* share of the Net Settlement Fund as determined by the calculation described above in Section 2. Claimants whose total *pro rata* share from the three settlements is less than $25 will receive exactly $25.

[18] Courts have approved similar provisions allowing for acceptance of late approved claims. *See, e.g.*, *Mylan Pharms., Inc. v. Warner Chilcott Pub. Ltd. Co.*, 2014 WL 12778313, at *5 (E.D. Pa. Sept. 4, 2014) (Granting preliminary approval of a settlement and recognizing that "Lead Counsel shall have the discretion to accept late-submitted claims for processing by the Claims Administrator so long as distribution of the Net Settlement Fund is not materially delayed."); *In re Ocean Power Techs., Inc., Sec. Litig.*, 2016 WL 7638464, at *3 (D.N.J. June 7, 2016) (Granting preliminary approval of a settlement and ordering that "Lead Counsel shall have the discretion to accept late-submitted claims for processing by the Claims Administrator so long as distribution of the Net Settlement Fund is not materially delayed thereby."); *King Drug Co. of Florence, Inc. v. Cephalon, Inc.*, No. 06-cv-01797, ECF Nos. 864-17, 870 at ¶ 3.3 (E.D. Pa. Oct. 8, 2015 & Dec. 15, 2015) (the proposed plan of allocation includes a similar provision and the Order approves the settlement and plan of allocation). *See also In re Solodyn (Minocycline Hydrochloride) Antitrust Litig.*, No. 14-md-02503, ECF Nos. 1163-4 at § 3.3, 1179 (D. Mass. June 11, 2018 & July 18, 2018) (approving a similar provision regarding late claims); *In re Lidoderm Antitrust Litig.*, 14-md-02521, ECF Nos. 1004-5 § 3.3, 1054 (N.D. Cal. Mar. 20, 2018 & Sept. 2018) (same).

4. Processing Challenged Claims

4.1 The Claims Administrator, in conjunction with Settlement Class Counsel and Econ One, shall review any and all written challenges by Claimants to the determinations of Econ One and the Claims Administrator. If upon review of a challenge and supporting documentation, the Claims Administrator and Econ One decide to amend or modify their determination, the Claims Administrator shall advise the Claimant who made the challenge. These determinations shall be final, subject to the appeals process described in Section 7.2 below.

4.2 Where the Claims Administrator and Econ One determine that a challenge requires additional information or documentation, the Claim Administrator will so advise the Claimant and provide that Claimant an opportunity to cure the deficiency within 28 days, as set forth in Section 3.2 above. If that Claimant fails to cure the deficiency within that time, the challenge may be rejected and the Claimant will be notified of the rejection of its challenge by mail, which notification shall be deemed final subject to any appeal and decision by the Court.

4.3 If the Claims Administrator and Econ One conclude that they have enough information to properly evaluate a challenge and maintain that their initial determinations were correct, the Claims Administrator shall so inform the Claimant in writing, which notification shall be deemed final subject to any appeal and decision by the Court.

4.4 Claimants whose *pro rata* shares can be calculated by Econ One using Defendants' sales data shall not be permitted to submit their own purchase data as part of a challenge to Econ One's calculation of the Claimant's share of the Net Settlement Fund. Given the number of manufacturers, Settlement Class members, and NGDs, the data submissions would be voluminous and expensive to organize and review, and there would be little benefit to

analyzing this data given the substantial data already produced by Defendants in this case.[19] Therefore a Claimant may only submit purchase data if a Claimant is required to do so to show that the Claimant purchased NGDs directly from Current or Former Defendant(s) during the period from May 1, 2009 until December 31, 2019, and so is a Settlement Class member and entitled to participate in the settlements, and/or if required by Settlement Class Counsel (in consultation with Econ One) to show the amount of their purchases.

5. Report to Court Regarding Distribution of Net Settlement Fund

5.1 After the Claims Administrator reviews all submitted claims and works with Econ One to determine the amount each Claimant is entitled to receive from the Net Settlement Fund, the Claims Administrator will prepare a final report for the Court's review and approval. The report will explain the tasks and methodologies employed by the Claims Administrator in processing the claims and administering the Plan of Allocation. It will also contain (a) a list of the Claimants (if any) who filed Claim Forms that were rejected and the reasons, (b) a list of challenges (if any) made by Claimants, and the disposition of any such challenges, and (c) the date any such Claimant whose challenge was rejected was informed by the Claims Administrator, for purposes of calculating the timeliness of any appeal using the procedures set forth below.

6. Payment to the Claimants

6.1 Upon Court approval of the final report and declaration of the Claims Administrator, the Claims Administrator shall issue a check or wire payable to each Claimant who has submitted a complete and valid Claim Form.

6.2 It is anticipated that the entire Net Settlement Fund will be distributed in a single

[19] Leitzinger Allocation Decl. at ¶¶ 10-13.

distribution. However, subject to further order of the Court, any monies from the Net Settlement Fund that remain unclaimed after the first distribution shall, if economically feasible, be distributed to Claimants in an additional distribution or distributions on the basis of the same calculations of the Claimants' *pro rata* combined total of the NGDs described above.

6.3 Insofar as the Net Settlement Fund includes residual funds after distribution or distributions as set forth in the preceding sections that cannot be economically distributed to the Claimants (because of the costs of distribution as compared to the amount remaining), such funds may be retained while this litigation continues and, with Court approval, distributed with subsequent distributions, awarded as attorneys' fees or to reimburse litigation expenses, or potentially be used to make *cy pres* payments for the benefit of members of the Settlement Class.

7. Resolution of Disputes

7.1 In the event of any disputes between Claimants and the Claims Administrator on any subject (*e.g.*, timeliness, required completeness or documentation of a claim, or the calculation of the Claimant's unit purchases, share of the Net Settlement Fund, and/or amount payable), the decision of the Claims Administrator shall be final, subject to the Claimant's right to seek review by the Court. In notifying a Claimant of the final rejection of a Claim or a challenge thereto, the Claims Administrator shall notify the Claimant of its right to seek such review.

7.2 Any such appeal by a Claimant must be submitted in writing to the Court, with copies to the Claims Administrator and Class Counsel, within 21 days of the Claims Administrator's final rejection notification to the Claimant.