

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

IN RE: GENERIC PHARMACEUTICALS
PRICING ANTITRUST LITIGATION

MDL No. 2724
16-MD-2724

THIS DOCUMENT RELATES TO:

HON. CYNTHIA M. RUFÉ

Direct Purchaser Plaintiffs' Actions

**DIRECT PURCHASER PLAINTIFFS' MOTION FOR FINAL APPROVAL OF THE
(1) GREENSTONE AND PFIZER SETTLEMENT AND (2) PLAN OF ALLOCATION**

Pursuant to Federal Rule of Civil Procedure 23 and this Court's August 28, 2025 Order Regarding Preliminary Approval of DPPs' Greenstone and Pfizer Settlement [16-md-2724, Doc. 3620], 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. respectfully move for entry of the proposed Final Order and Judgment submitted herewith which provides for Final Approval of the (1) Greenstone and Pfizer Settlement and (2) Plan of Allocation.

In support of this motion, Direct Purchaser Plaintiffs rely upon the accompanying memorandum. Settling Defendants Greenstone LLC and Pfizer Inc. do not oppose this Motion.

Dated: February 26, 2026

Respectfully submitted,



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**MEMORANDUM OF LAW IN SUPPORT OF
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(1) GREENSTONE AND PFIZER SETTLEMENT AND (2) PLAN OF ALLOCATION**

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I. INTRODUCTION

On August 28, 2025, the Court granted preliminary approval of the Direct Purchaser Plaintiffs’ (“DPPs”) settlement with Settling Defendants Greenstone LLC and Pfizer Inc. (“Greenstone and Pfizer” or “Settling Defendants”) [16-md-2724, Doc. 3620]. That Order (the “Greenstone and Pfizer Preliminary Approval Order”) certified a Settlement Class, appointed Settlement Class Counsel, appointed a Claims Administrator, preliminarily approved the Plan of Allocation, and approved the form and manner of Notice to the Settlement Class.¹

Settlement Class Counsel carried out the extensive Notice program authorized by the Court including a mailing to Settlement Class members and publication of the Notice for 30 days in *The Pink Sheet*, and publication on PR Newswire, and in *The Wall Street Journal*. *See* February 2, 2026 Declaration of Eric J. Miller Regarding (A) Dissemination of the Notice and (B) Report on Requests for Exclusions and Objections, If Any, Received to Date for DPPs’ Greenstone and Pfizer Settlement and DPPs’ Glenmark Settlement [16-md-2724, Doc. 4001-1] (“February 2, 2026 Declaration of Eric J. Miller”). The Notice was also posted on a dedicated website.² *See id.*

The deadline to object or opt out of this settlement was January 12, 2026. Settlement Class Counsel are unaware of any objections to this settlement. Settlement Class Counsel have received six timely letters requesting exclusion (*i.e.*, letters post-marked on or before January 12, 2026). *See id.* Each of the letters requesting exclusion pertains to entities or the affiliates of

¹ Unless otherwise noted, the capitalized terms herein have the same meanings as defined in the Settlement Agreement. *See* 16-md-2724, Doc. 3596-3, Ex. A thereto.

² www.GenericDrugsDirectPurchaserSettlement.com.

entities that have previously filed their own complaints and have been litigating as Direct Action Plaintiffs (“DAPs”).³

The Settlement was reached after extended, arm’s length negotiations between experienced counsel for DPPs and for Settling Defendants. The Settlement consists of: (1) a \$33,000,000 monetary payment, which has been or will be reduced to \$29,040,000 to account for timely opt-outs, but may be increased to as much as \$41,235,150 under the most favored nation (“MFN”) clause, (2) an agreement that Greenstone and Pfizer’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, and (3) cooperation from Greenstone and Pfizer, both in terms of effectuating the Settlement and providing information to help in the continued litigation against the non-settling Defendants. *See* DPPs’ Preliminary Approval Motion, 16-md-2724, Doc. 3596 at Ex. A.

Experienced Settlement Class Counsel submit that the 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 Greenstone and Pfizer. Settlement Class Counsel also submit that the proposed Plan of Allocation [16-md-2724, Doc. 3596-7], is fair, reasonable, and efficient.

Accordingly, pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(3), 23(e), and 54(b), DPPs respectfully request granting final approval to this settlement, entry of Judgment in the form submitted herewith and granting of final approval to the Plan of Allocation. Settling Defendants assent to this Motion.

³ The entities requesting exclusion, including all known affiliated entities, are listed in Exhibit F to the February 2, 2026 Declaration of Eric J. Miller, 16-md-2724, Doc. 4001-1.

II. BACKGROUND

Since 2020, DPPs have litigated claims along with other private plaintiffs and the States, alleging that Greenstone and Pfizer (manufacturers of generic drugs) conspired with the non-settling Defendants (other manufacturers of generic drugs) in violation of the Sherman Act to artificially inflate and maintain the prices that DPPs paid for certain of the Named Generic Drugs (“NGDs”). *See* 16-md-2724, Doc. 3596-3 (list of NGDs attached as Exhibit B to the Settlement Agreement). DPPs contend that the alleged anticompetitive conduct of Settling Defendants and other generic drug manufacturers resulted in supracompetitive prices causing DPPs and the Settlement Class to pay illegal overcharges. Settling Defendants have denied liability as to DPPs’ claims and have mounted a tenacious defense in all phases of the MDL.

DPPs have filed 18 individual drug complaints and two multi-drug complaints.⁴ In October 2018, the Court denied Defendants’ motions to dismiss six of the DPPs’ individual drug complaints.⁵ In August 2019, the Court denied Defendants’ motions to dismiss the DPPs’ first multi-drug complaint that alleged an “overarching” conspiracy.⁶ 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 multiple Special Masters.

⁴ No. 20-cv-721, (Doc. 62), No. 18-cv-2641 (Doc. 12), No. 16-AL-27241 (Doc. 46), No. 16-AM-27241 (Doc. 54), No. 16-BC-27241 (Doc. 59), No. 16-BZ-27241 (Doc. 53), No. 16-CB-27241 (Doc. 74), No. 16-CM-27241 (Doc. 61), No. 16-DS-27241 (Doc. 71), No. 16-DG-27241 (Doc. 74), No. 16-DV-27241 (Doc. 71), No. 16-DX-27241 (Doc. 83), No. 16-EC-27241 (Doc. 66), No. 16-FL-27241 (Doc. 66), No. 16-GL-27241 (Doc. 50), No. 16-LV-27241 (Doc. 62), No. 16-LD-27241 (Doc. 56), No. 16-PV-27241 (Doc. 68), No. 16-PP-27241 (Docs. 62 & 65), No. 16-UR-27241 (Doc. 54).

⁵ *In re Generic Pharm. Pricing Antitrust Litig.*, 338 F. Supp. 3d 404 (E.D. Pa. 2018).

⁶ *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 Pretrial Order (“PTO”) No. 132 selecting bellwether cases. 16-md-2724, Docs. 1442 & 1443. On May 7, 2021, following additional briefing and conferences with Special Master Marion, the Court entered PTO No. 171 revising the selection of bellwether cases, retaining clobetasol and clomipramine as the Class Bellwethers for the DPPs and End-Payer Class Plaintiffs (“EPPs”). 16-md-2724, Doc. 1769. On December 9, 2021, after additional briefing and conferences with Special Master Marion, the Court entered PTO No. 188 setting a schedule for further proceedings in the bellwether cases. 16-md-2724, Doc. 1901. On October 13, 2022, by stipulation of the parties, the Court entered PTO No. 217 extending the proceedings for the bellwether cases. 16-md-2724, Doc. 2244. On May 9, 2023, by stipulation of the parties, the Court entered PTO No. 234 extending the proceedings for the bellwether cases. 16-md-2724, Doc. 2443. Under that schedule, bellwether fact discovery closed on October 2, 2023. 16-md-2724, Doc 2243.

DPPs have served expert reports in the bellwether cases which have survived *Daubert*. *In re: Generic Pharms. Pricing Antitrust Litig.*, 2024 WL 4989070, at *23 (E.D. Pa. Dec 5, 2024). The Court has certified DPPs’ bellwether classes, but that decision is currently on appeal and fully briefed before the Third Circuit. *In re: Generic Pharms. Pricing Antitrust Litig.*, 2025 WL 754546, at *17 (E.D. Pa. Mar. 7, 2025). Summary judgment was fully briefed in both bellwether cases and has been partially decided by the Court. *In re: Generic Pharms. Pricing Antitrust Litig.*, 2025 WL 2483981, at *18 (E.D. Pa. Aug. 27, 2025). While Greenstone and Pfizer are not defendants in the bellwether cases or any of the DPPs’ single-drug cases, throughout this MDL, they have put forth a vigorous defense and continued to deny liability.

Settlement negotiations between Class Counsel and attorneys for Settling Defendants were hard fought, at arm's length, and spanned several months, as described in more detail in the Declaration of Dianne Nast [16-md-2724, Doc. 3596 at Ex. A]. The parties executed the Settlement Agreement on June 13, 2025.

III. MATERIAL TERMS OF THE SETTLEMENT

The Settlement provides for substantial monetary relief, and 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 Settlement Class that have not excluded themselves will be precluded from suing Settling Defendants and Released Parties for the Released Claims.

A. Monetary Relief

The monetary component of the Settlement is \$33,000,000.⁷ Settling Defendants have paid this amount into the Settlement Fund and it has been accruing interest. Settlement Agreement ¶ 7. The Settlement Fund has been or will be reduced to \$29,040,000 based upon provisions in the Settlement Agreement concerning opt-outs.⁸ At any time on or before March 2, 2026, the Settlement Fund also may be increased to a maximum of \$41,235,150 under the MFN clause described in further detail below. The monetary component of the Settlement, net of Court-approved attorneys' fees, service awards for the DPP class representatives, expenses and

⁷ Greenstone and Pfizer have paid \$33,000,000 into the Settlement Fund. Settlement Agreement ¶ 7. Based upon the timely opt-out notices received, the settlement amount will or has been reduced to \$29,040,000. As noted above, the settlement fund could be increased to as much as \$41,235,150 under the MFN clause.

⁸ Pursuant to separate letter agreement, Settling Defendants may have the right until March 13, 2026 to rescind the Settlement Agreement if the aggregate amount of purchases represented by opt-outs reached or exceeded a certain percentage of total purchases by Direct Purchasers. *Id.* DPPs will file this letter agreement with the Court if the Court desires, and in that event, would request that they be filed *in camera*.

costs of litigation, 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).

B. Joint and Several Liability of Non-Settling Defendants

The Settlement provides that the non-settling Defendants remain jointly and severally liable for Settling Defendants’ sales to the extent permitted or authorized by law. Paragraph 14 of the Settlement Agreement reserves, for the purposes of joint and several liability against non-settling Defendants, DPPs’ ability to rely on Settling Defendants’ sales of NGDs to the Settlement Class to seek the full amount of damages to which they may be entitled from any other Defendant in the MDL. This term is valuable to DPPs and the DPP Settlement Class, as it maintains DPPs’ right to seek alleged damages associated with Settling Defendants’ sales from Settling Defendant’s alleged co-conspirators. The non-settling Defendants will only be entitled to a credit for any judgment against them for the value of the settlement proceeds paid by Settling Defendant⁹ after the judgment is trebled. 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 a Most Favored Nation (“MFN”) clause in Paragraph 11 of the Settlement. The clause provides that, in the event on or before March 2, 2026 Settling Defendants enter a separate, more favorable settlement or binding term sheet with any Opt-outs (as defined in Paragraph 9 of the Settlement Agreement), Settling Defendants will be obligated

⁹ 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).

to inform DPPs and the Settlement Class may be entitled to additional financial compensation. Specifically, if the financial payment made by Settling Defendants to such Opt-out in any Other Direct Purchaser Settlement 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, Settling Defendants could pay up to an additional \$8,235,150 into the Settlement Fund for the benefit of the Settlement Class.

D. Cooperation by Settling Defendants

In addition to the monetary relief and other valuable terms highlighted above, the Settlement Agreement [16-md-2724, Doc. 3596-3, Ex. A] also delivers benefits to the Settlement Class through the cooperation that Settling Defendants have agreed to provide to DPPs. *See* Settlement Agreement ¶ 10; Cooperation Agreements attached as Exhibit A to the Settlement Agreement. Settling Defendant's cooperation will include: (1) responses to data inquiries, *id.* ¶ 4; (2) authentication and admission of documents, *id.* ¶ 5; and (3) production of any additional documents, data, or materials produced in the Action as the result of a discovery request, agreement, or Court Order, *id.* ¶ 6. Such cooperation benefits the Settlement Class. Such cooperation will facilitate the administration of the Settlement and aid DPPs' continued litigation against the non-settling Defendants. Notwithstanding these cooperation obligations, the Settling Defendants have not conceded or admitted any liability in connection with the settlement. *See id.* (Recitations).

E. Settlement Class Releases

In exchange for the benefits provided under the Settlement Agreement, DPPs have agreed to releases as set forth in Paragraphs 12 and 13 of the Settlement Agreement. The Settlement

releases Settling Defendants 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 all rights, and benefits conferred by § 1542 of the California Civil Code or any similar, comparable, or equivalent law. Settlement Agreement, ¶ 13.

The Settlement, however, does not resolve, compromise, discharge, or settle any of the claims of DPPs or the Settlement Class against any other Defendant in this MDL. Settlement Agreement, ¶ 13. 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 Defendants 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 Defendants that is not part of this MDL. *Id.* The Settlement does not release any claims as to any generic drug that, after February 28, 2024, is the subject of any unrelated litigation brought against Settling Defendants under federal or state antitrust laws or under the Racketeering Influenced and Corrupt Organizations Act (“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 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, expenses associated with developing a Plan of Allocation, and any expenses incurred in connection with taxation matters relating to the Settlement. Settlement Agreement, ¶ 8.a. Thus, up to \$250,000 could be withdrawn after the Court granted Preliminary Approval. 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, reimbursement of expenses or charges in connection with prosecuting the MDL, and class representative service awards. Settlement Agreement, ¶ 16. These provisions were included in the Class Notice so that class members would be informed about them.

The Class Notice informed class members that by November 27, 2025, in conjunction with the Glenmark settlement, DPPs would seek reimbursement for up to \$6,000,000 in past unreimbursed expenses and for future expenses with half (\$3,000,000) to be sought from this

settlement, service awards of up to \$20,000 for each of four named plaintiff (\$80,000 total) with half of that (\$40,000) to be sought from this settlement, and a set-aside of up to one-third of the net Settlement Fund for future payment of attorneys' fees. It also informed class members to assume, for the purposes of the January 12, 2026 opt-out deadline, that DPPs would seek the full one-third in fees.

On November 21, 2025, DPPs filed Direct Purchaser Plaintiffs' Motion for an Order Granting (1) Reimbursement of Expenses; (2) Payment of Service Awards; and (3) a One-Third Set Aside of the Glenmark Settlement Fund and of the Greenstone and Pfizer Settlement Fund [16-md-2724, Doc. 3828]. From this settlement, that motion seeks reimbursement of \$3,000,000 in out-of-pocket expenses incurred through October 31, 2025 (\$6,000,000 in total when combined with the Glenmark Settlement) and \$40,000 for payment of service awards for DPPs' four class representatives (\$80,000 in total when combined with the Glenmark Settlement). The motion also requests permission to set aside one-third of the Net Settlement Fund, inclusive of accrued interest but net of any reimbursed expenses or service awards, for a future fee petition. DPPs promptly posted notice of this motion on the settlement website. No objections have been received to these requests (nor to any aspect of the Settlement or Plan of Allocation).

IV. THE PROPOSED SETTLEMENT MEETS THE STANDARD FOR FINAL APPROVAL

The Proposed Settlement is fair, reasonable, and adequate pursuant to Rule 32(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.¹⁰ Fed. R. Civ. P. 23(e)(2) directs courts to consider whether:

¹⁰ 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

(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).¹¹

A. Settlement Class Counsel and the Class Representatives 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.¹² As addressed above, Settlement Class Counsel engaged in extensive

consideration of four factors.”); *id.* at § 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.’”).

¹¹ 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 factors set forth in *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Litig.*, 55 F.3d 768, 785 (3d Cir. 1995), 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 v. Accolade, Inc.*, 2019 WL 3996621, at *2, n. 1 (E.D. Pa. Aug. 23, 2019) (“The *Girsh* factors predate the recent revisions to Rule 23, which now explicitly identifies the factors that courts should apply in scrutinizing proposed class settlements, and the discussion in *Girsh* substantially overlaps with the factors identified in Rule 23.”).

¹² See also *Caddick v. Tasty Baking Co.*, 2021 WL 1374607, at *6 (E.D. Pa. Apr. 12, 2021) (finding adequate representation under Rule 23(e)(2)(a) where “class counsel expended 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

discovery and discovery-related motion practice prior to entering this settlement and were fully aware of the strengths and weakness of the case. *See supra*, Section II. In reaching this settlement, Settlement Class Counsel engaged in lengthy, hard-fought, arm’s length negotiations on behalf of the class. *See supra, id. See also* Nast Declaration, 16-md-2724, Doc. 3596-3, ¶¶ 14-16. This factor has been satisfied and thus weighs in favor of approving the Settlement.

B. 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.¹³ 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

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).

¹³ *See Whiteley v. Zynerva Pharms. Inc.*, 2021 WL 4206696, at *4 (E.D. Pa. Sept. 16, 2021) (“[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.’” *In re Comcast Corp. Set Top Cable Television Box Antitrust Litig.*, 333 F.R.D. 364, 378 (E.D. Pa. 2019) (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).

Declaration, 16-md-2724, Doc. 3596-3, ¶¶ 14-16. Settlement Class Counsel have vigorously advocated for the Settlement Class. Settlement Class Counsel were prepared to continue with litigation if no settlement had been reached, along with the ongoing litigation that continues against the other non-settling Defendants.

C. The Relief Provided for the Settlement Class is Fair, Reasonable and Adequate

This Settlement represents a substantial recovery to the Settlement Class – in both dollar value and cooperation, and after an extensive notice program, no Settlement Class Member has objected to the settlement. The \$33,000,000 in monetary relief, which, as noted above, has been or will be adjusted down to \$29,040,000 based on timely opt-outs, may be adjusted up via the MFN clause. The Settlement Agreement protects the Settlement Class’s rights to seek the full value of their damages from other, non-settling Defendants to the extent permitted or authorized by law. *See* Settlement Agreement, ¶ 14 (Non-settling Defendants remain jointly and severally liable for Settling Defendants’ sales and DPPs’ rights to rely on Settling Defendants’ 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.¹⁴

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.¹⁵

¹⁴ *See In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 278, 255 (E.D. Pa. 2012) (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).

¹⁵ *See, e.g., Ebner v. Merchants & Med. Credit Corp.*, 2017 WL 1079966, at *5 (E.D. Pa.

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.¹⁶

Settlement Class Counsel endorse this settlement and submit that the combination of monetary recovery and cooperation provided for in the Settlement Agreement is a fair, reasonable and adequate result for the Settlement Class. Their experienced opinion should be given great weight.

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 the settlement, considering the costs, risks, and delays associated with litigating the case through trial. The Settlement Class Counsel submit that claims against Settling Defendants have significant 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, were the litigation to continue against Settling Defendant.

The complex nature of this case, requiring discovery of approximately three dozen Defendant families and analysis of one hundred fifty-nine (159) drugs, unavoidably involves significant expenditures on e-discovery and expert fees. Settlement Class Counsel has already expended more than \$15,500,000 in out-of-pocket expenses. *See* 16-md-2724, Doc. 3828-2. Expenses will continue to grow as DPPs' cases proceed.

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.”).

¹⁶ *See supra*, Section II.

The Settlement Class would also face a number of legal challenges and delays if the case against Settling Defendants continued through trial, including discovery disputes; preparation for trials; preparing and defending fact and expert depositions; preparing and defending expert reports; and preparing and defending *Daubert* motions, class certification (and a potential Rule 23(f) petition), summary judgment, and motions *in limine*. Antitrust class actions “are notoriously complex, protracted, and bitterly fought.”¹⁷ DPPs’ cases here are no different. The initial complaints in this litigation were filed nearly ten years ago. Motions to dismiss, class certification motions, *Daubert* motions, and motions for summary judgment have been subject to extensive briefing and oral argument. While to date DPPs and Greenstone and Pfizer have not engaged in all of the foregoing motion practice, each stage of DPPs’ case against Greenstone and Pfizer is likely to be just as vigorously fought as DPPs’ earlier proceedings. There can be no doubt that DPPs’ case against Greenstone and Pfizer would be expensive to continue and complex to try.

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.”¹⁸ The settlement will ensure an immediate monetary distribution to the Settlement Class and the accompanying cooperation will strengthen DPPs’ claims and expedite discovery of

¹⁷ *Meredith Corp. v. SESAC, LLC*, 87 F. Supp. 3d 650, 661 (S.D.N.Y. 2015) (citation and internal quotation marks omitted).

¹⁸ *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d at 784 (internal citations omitted). *See also In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) (“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.”).

litigating Defendants. This factor weighs in favor of approving the Settlement.

2. The Settlement Provides an Effective Method to Distribute 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 *pro rata* share of the settlement distribution. *See* proposed Plan of Allocation, 16-md-2724, Doc. 3596-7. 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 (16-md-2724, Doc. 2010-9, “Leitzinger Allocation Decl.”) ¶ 14. The Plan of Allocation was described in the Notice disseminated to the Settlement Class and there have been no objections. It is also materially identical to the Plan of Allocation that the Court previously adopted for DPPs other settlements.

Defendants’ data has been analyzed to make it useful for calculating *pro rata* shares, allowing claim forms to be distributed after final approval of the Settlement. Dr. Leitzinger will rely on Defendants’ sales data to calculate claims, individual claimants will not have to submit purchase data on the 159 NGDs at issue (and for the most part, will not be permitted to). As Dr. Leitzinger has explained, in addition to the work required to analyze Defendants’ transaction sales data, if a claimant could submit its own data, processing and analyzing individual purchase data from claimants for 159 NGDs over the 10-year Settlement Class period would be time consuming and expensive (costs that would reduce the Settlement Fund available to all claimants). *Id.* ¶¶ 10-13. Also, the various data sets submitted would require further efforts and time to evaluate differences between their data and data produced by Defendants, potentially

requiring rounds of inquiry to both claimants and Defendants. *Id.* Defendants' sales data, by contrast, are considered reliable and will be the basis of damage calculations going forward.¹⁹

There may be some claimants whose claims cannot be calculated from Defendants' sales data because the data produced is not completely co-extensive with the Settlement Class period. Some Defendants produced data through the end of 2018, some produced through the end of 2017, and some Defendants' data begins later than May 2009. If there are claimants who are not in Defendants' sales data, they will 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.²⁰

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, including reimbursement of expenses incurred in prosecuting this litigation, and class representative service awards. Settlement Agreement ¶ 16.

The Notice, which was mailed on October 13, 2025, also informed Settlement Class members about the maximum amount Class Counsel may request in attorneys' fees and

¹⁹ 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., In re Suboxone (Buprenorphine Hydrochloride and Nalaxone) Antitrust Litig.*, 967 F.3d 264, 272 n.13 (3d Cir. 2020); *In re Wellbutrin XL Antitrust Litig.*, 2011 WL 3563385, at *13-14 (E.D. Pa. Aug. 11. 2011).

²⁰ 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 at least one Defendant, as explained in Section V, *infra*.

expenses. The Notice allowed Settlement Class Members to decide whether to opt out or object to the settlement. This type of Notice has been repeatedly found to satisfy due process.²¹

Before the opt-out deadline, on November 21, 2025, DPPs filed a motion (16-md-2724, Doc. 3828) seeking from this Settlement Fund and the Settlement Fund created in connection with the Glenmark settlement: (1) reimbursement for \$6,000,000 in current and future expenses less the prior reimbursements from earlier settlements; and (2) service awards for the class representatives of \$20,000 each (a total of \$80,000); and (3) approval to put one-third of the remaining Settlement Funds (net of the above and including interest) into escrow to pay attorneys' fees as may be awarded by the Court in the future, as was done for the Sun/Taro settlements. MDL Doc. No. 2965. DPPs intend to seek an award of attorneys' fees at a later time. In the interim, if this Motion is approved by the Court, one-third of the Net Settlement Fund would remain in escrow to allow funds to pay future Court awarded counsel fees. No objections have been received to these requests (nor to any aspect of the Settlement or Plan of Allocation).

D. 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 v. D.B. Invs., Inc.*, 667 F.3d 274, 326 (3d Cir.2011)) (internal quotation marks and citations omitted). As discussed further in Section V below, the

²¹ *In re Nat’l Football Players Concussion Injury Litig.*, 821 F.3d 410, 444–47 (3d Cir. 2016) (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.”).

Settlement treats all Settlement Class Members equitably. In accordance with the Plan of Allocation, Settlement Class Members will receive equitable compensation based on their *pro rata* share of overall NGDs purchased directly from Defendants. *See* Section V, *infra*. This factor weighs in favor of final approval.

V. THE PLAN OF ALLOCATION WARRANTS FINAL APPROVAL

DPPs’ proposed Plan of Allocation 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. 16-md-2724, Doc. 3596-7. The proposed Plan of Allocation is fair, reasonable, and efficient and materially identical to the plan of allocation that this Court adopted for DPPs’ earlier 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: the distribution plan must be fair, reasonable and adequate.”²² “Courts generally consider plans of allocation that reimburse class members based on the type and extent of their injuries to be reasonable.”²³

²² *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)).

²³ *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*, 2006 WL 2382718, at *17 (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 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).

Plans of allocation that distribute settlement funds based on a *pro rata* share of purchases are routinely approved.²⁴ Settlements in antitrust cases are commonly distributed to direct purchaser classes based on a purchaser's *pro rata* share as well.²⁵

The proposed Plan of Allocation meets this standard. As set forth in the proposed Plan of

²⁴ 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).

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

Allocation and in the Leitzinger Allocation Declaration, the Net Settlement Fund will be distributed to Settlement Class members based on each claimant's volume of purchases across all NGDs from all Defendants during the period from May 1, 2009 through December 31, 2019. *See* Plan of Allocation § 2.1; Leitzinger Allocation Decl. ¶ 14.²⁶ Claimants' purchase volumes will be calculated using data produced by Defendants. Claimants will only need to submit their own data, in limited circumstances. 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., 16-md-2724, Doc. 2010-9, ¶¶ 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 Health) over the period from May 2009 to December 2019. *Id.* ¶ 15.

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 sole product, this case

²⁶ 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.

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 produced for all 159 drugs that Dr. Leitzinger can use to calculate Class members' unit purchases. *Id.* ¶ 11. Nevertheless, while this data captures the vast majority of sales, 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' sales data will need to show they purchased NGDs 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.²⁷ Finally, consistent with DPPs' other

²⁷ 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 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

settlements, the Plan of Allocation also provides for each Settlement Class Member to receive reasonable compensation such that any class member who would have been eligible to receive less than \$25 under a *pro rata* distribution will instead receive a distribution of \$25. Leitzinger Allocation Decl. ¶¶ 3.3.

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. Leitzinger Allocation Decl. ¶¶ 7, 22. “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 generic drug overcharges.” *Id.* ¶ 22.²⁸

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.

²⁸ 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

In addition, “[w]hen evaluating the fairness of a Plan of Allocation, courts give weight to the opinion of qualified counsel.”²⁹ This Plan of Allocation was developed in conjunction with Settlement Class Counsel and is recommended by Settlement Class Counsel, which further supports approval.

VI. CONCLUSION

For the reasons set forth above, it is respectfully requested that the Court grant final approval to the Greenstone and Pfizer settlement and to the Plan of Allocation.

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Respectfully submitted,



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the DAPs or other assignees. *Id.* This calculation is described in detail in paragraph 20 of Dr. Leitzinger’s Allocation Declaration.

²⁹ *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).

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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
16-MD-2724**

THIS DOCUMENT RELATES TO:

HON. CYNTHIA M. RUFÉ

Direct Purchaser Plaintiffs' Actions

**[PROPOSED]
FINAL ORDER AND JUDGMENT REGARDING
DPPS' GREENSTONE AND PFIZER SETTLEMENT**

AND NOW, this ___ day of _____ 2026, upon consideration of Direct Purchaser Plaintiffs' Motion for Final Approval of the (1) Greenstone and Pfizer Settlement and (2) Plan of Allocation [16-md-2724, Doc. ____], and 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") and Defendants Greenstone LLC and Pfizer Inc. ("Settling Defendants") having entered into a Settlement Agreement to fully and finally resolve the Settlement Class's claims against Settling Defendants,¹ and the Court's having held a hearing in open court on April 8, 2026, it is hereby **ORDERED, ADJUDGED and DECREED** that the Motion is **GRANTED** and:

1. The Preliminary Approval Order dated August 28, 2025 [16-md-2724, Doc. 3620] certified the following Settlement Class pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3):

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

¹ Unless otherwise noted, the capitalized terms used herein have the same meanings as defined in the Settlement Agreement. *See* 16-md-2724, Doc. 3596-3, Ex. A thereto.

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.

2. Pursuant to Federal Rule of Civil Procedure 23, the Court finds that the Settlement Agreement between DPPs and Settling Defendants is fair, reasonable and adequate and approves the Settlement Agreement in its entirety.

3. The Court finds that the dissemination of the Notice via first-class mail, publication, and the establishment and maintenance of a dedicated website were implemented in accordance with the Order granting preliminary approval [16-md-2724, Doc. 3620], and satisfies the requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e), the United States Constitution and other applicable laws and rules, and constituted the best notice practicable under the circumstances.

4. The persons and entities identified in Exhibit A, which is attached hereto and incorporated by reference herein, have timely and validly requested exclusion from the Settlement Class, or have otherwise been permitted to seek exclusion by this Court, and are hereby excluded from the Settlement Class, are not bound by this Final Judgment, and may not make any claim or receive any benefit from the Settlement, whether monetary or otherwise. Said excluded persons and entities may not pursue any claims released under the Settlement Agreement on behalf of those who are bound by this Final Judgment. Each Settlement Class Member not appearing in Exhibit A is bound by this Final Judgment and will remain forever bound.

5. DPPs' claims against Settling Defendants are dismissed, with prejudice and in their entirety, and except as provided for in the Settlement Agreement, without costs, as to

Settling Defendants. This dismissal shall not affect, in any way, the rights of DPPs or members of the Settlement Class to pursue claims not released by the Settlement Agreement.

6. DPPs 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) (“Releasers”) agree to dismiss Settling Defendants (and their past and present parents, subsidiaries, divisions, affiliates, stockholders, and general or limited partners, as well as their past and present respective officers, directors, employees, trustees, insurers, agents, attorneys, and any other representatives thereof) (the “Releasees”), except that this release shall not apply to any present or former officer, director, employee, trustee, insurer, agent, attorney, or other representative of the Settling Defendants who does not cooperate with DPPs pursuant to the Cooperation Agreement and Paragraph 10 of the Settlement Agreement. And as further provided under Settlement Class Counsel’s reservation of rights in Paragraph 14 of the Settlement Agreement, this Final Order and Judgment does not release any non-settling defendant’s liability in the Action, nor does it absolve Settling Defendants’ present or former officers, directors, employees, trustees, insurers, agents, attorneys, or other representatives from their duty to cooperate in discovery in their capacity as a current or former officer, director, employee, trustee, insurer, agent, attorney, or other representative for other, non-settling defendants. Subject to these exceptions and reservation of rights, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Settlement Class member has objected to the Settlement or makes a claim upon or participates in the Settlement Fund, whether

directly, representatively, derivatively or in any other capacity) that DPPs and the Settlement Class, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual, contingent, or joint and several, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of, or relating in any way to, any of the claims in the Action, whether actual or alleged, from the beginning of the world up to the date of execution of the Settlement Agreement, including any conduct alleged, and causes of action asserted or that could have been alleged or asserted, based upon the allegations in the Action, relating to the Named Generic Drugs or other generic drugs that could have been named based on the facts alleged in the Action, including but not limited to those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, or trade practice law (the “Released Claims”). The release of Released Claims shall not preclude DPPs from pursuing any and all claims against other defendants for the sale of the Named Generic Drugs or other generic drugs sold by those defendants or their alleged co-conspirators. Nothing herein, and nothing in Paragraph 13 of the Settlement Agreement, 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 the Settlement Agreement, the subject of any unrelated litigation brought against Settling Defendants under federal or state antitrust laws or under RICO where the allegation is that generic competition was delayed (e.g., reverse payment, sham litigation, sham citizen petition, or “Walker Process” fraud cases) or otherwise reduced or impaired by alleged conduct other than that pled or based on the facts alleged in the DPPs’ complaints in the Action; (f) for any claims of any type relating to any drugs other than the Named Generic Drugs, other than those pled or based on the facts alleged in the DPPs’ complaints in the Action. DPPs and the Settlement Class shall not 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.

7. DPPs and each member of the Settlement Class hereby expressly waives and releases any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

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

DPPs and each member of the Settlement Class also hereby expressly waives and releases any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. DPPs and each member of the Settlement

Class may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the claims that are the subject of this Paragraph, but DPPs and each member of the Settlement Class have agreed that as of the February 28, 2024, 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, DPPs and each member of the Settlement Class also hereby agrees that, they expressly waive and fully, finally, and forever settle and release any and all claims that would otherwise fall within the definition of Released Claims it may have against any of the Releasees under § 17200, et seq., of the California Business and Professions Code or any similar, comparable, or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are hereby expressly incorporated into the definition of Released Claims.

8. This Final Judgment does not settle or compromise any claims by DPPs or the Settlement Class against any person or entities other than the Released Parties, and all rights against any other Defendant or other person or entity are specifically reserved.

9. Without affecting the finality of this Final Judgment, the Court retains exclusive jurisdiction over the Action and the Settlement Agreement, including the administration, interpretation, consummation, and enforcement of the Settlement Agreement.

10. Pursuant to Federal Rule of Civil Procedure 54(b), the Court finds that there is no just reason for delay and hereby direct the entry of this Final Judgment of dismissal forthwith as to the Released Parties.

BY THE COURT:

CYNTHIA M. RUFÉ, J.

EXHIBIT A

	Entities Excluded from Greenstone and Pfizer Settlement
1	Acme Markets
2	Advanced PCS
3	AdvanceRx Com Inc
4	Albany Area Primary Health Care Inc.
5	Albertsons
6	Albertsons Companies LLC
7	Albertsons Companies, Inc.
8	Albertsons LLC
9	Albertsons Market
10	Albertson's, Inc.
11	Alliance
12	Alliance BMP
13	Alliance Boots
14	Alliance Healthcare
15	Alliance Rx Walgreens Prime Pharmacy
16	Alliance Sante
17	Alliance UniChem
18	Allina Health System
19	American Drug Stores
20	American Stores Company
21	Andronico's
22	Andronico's Community Markets
23	Armstrong County Memorial Hospital, d/b/a ACMH Hospital, including from purchases via H.C. Pharmacy Central, Inc. to ACMH Hospital
24	Astera Health, f/k/a Tri-County Health Care
25	Augusta Health Care, Inc., d/b/a/ Augusta Health
26	Avera Health, including Avera McKennan Hospital, Avera St. Luke's Hospital, Avera Sacred Heart Hospital, Avera Queen of Peace Hospital, Avera Heart Hospital of SD, Avera St. Mary's Hospital, Avera Marshall Regional Medical Center, Avera St. Anthony's Hospital, Avera Gregory Healthcare Center, Avera Holy Family, Avera St Benedict Health Center, Milbank Area Hospital Avera, Avera Dells Area Health Center, Avera Creighton Hospital, Avera Hand County Memorial Hospital, Avera Weskota Memorial Medical Center, Avera Missouri River Health Center, Avera De Smet Memorial Hospital, Avera Merrill Pioneer Hospital, Avera Flandreau Medical Center, Avera Granite Falls Hospital, and Avera Tyler Hospital
27	Baker's
28	Balducci's Food Lover's Markets
29	Baptist Health
30	Baxter County Hospital, Inc., d/b/a Baxter Regional Medical Center

	Entities Excluded from Greenstone and Pfizer Settlement
31	Baystate Health, Inc., including Baystate Medical Center, Inc., Baystate Franklin Medical Center, Baystate Wing Hospital Corporation, Baystate Noble Hospital Corporation, Baystate Medical Practices, Inc., and Visiting Nurse Association and Hospice of Western New England, Inc.
32	Beaufort Jasper Hampton Comprehensive Health Services, Inc.
33	Berkshire Health Systems, Inc., including Berkshire Medical Center, Inc., Fairview Hospital, Berkshire Apothecary, Inc., and Berkshire Faculty Services, Inc.
34	Billings Clinic, including Daniels Memorial Hospital, Powell Valley Health Care, Inc., Big Horn Hospital Association, Central Montana Medical Facilities, Inc., d/b/a Central Montana Medical Center, Glendive Medical Center, Inc., Livingston HealthCare, Memorial Hospital Association, d/b/a Beartooth Billings Clinic, Pioneer Medical Center, Roundup Memorial Hospital Association, d/b/a Roundup Memorial Healthcare, Sheridan Memorial Hospital Association, South Big Horn County Hospital District, d/b/a Three Rivers Health, Stillwater Hospital Association, Inc., d/b/a Stillwater Billings Clinic, Townsend Health Systems, Inc., d/b/a Billings Clinic Broadwater, Wheatland Memorial Healthcare
35	Bowen Development
36	Broad Top Area Medical Centers, Inc.
37	Burlington Drug
38	Burlington Drug Company
39	Burrells
40	Burrells Limited
41	Cape Cod Healthcare, Inc.
42	Care New England Health System, d/b/a Care New England
43	CaroMont Health, Inc.
44	Carr-Gottstein Foods Co.
45	CenterWell Pharmacy, Inc.
46	CentraCare Health System, including: CentraCare Health - Bensori, LLC and Swift County- Benson Health Services
47	Central Market
48	Central Texas Community Health Centers d/b/a CommUnityCare
49	City Market
50	Collier Health Services, Inc., d/b/a Healthcare Network
51	Community Health Center of Snohomish
52	Company Amigos United
53	Conway Regional Health System
54	Cook County Hospital District, d/b/a North Shore Health
55	Cook Hospital
56	Copps Food Center

	Entities Excluded from Greenstone and Pfizer Settlement
57	Crusaders Central Clinic Association, including Crusaders Central Clinic Association, d/b/a Crusaders Central Clinic
58	CVS Health Corp.
59	CVS Pharmacy, Inc.
60	Cystic Fibrosis Services
61	Cystic Fibrosis Services Inc.
62	Cystic Fibrosis Services LLC
63	Dallas County Medical Center
64	Delta Memorial Hospital
65	Dillon
66	Dillon Companies, Inc.
67	Dominick's
68	Dominick's Finer Foods, LLC
69	Douglas County Hospital d/b/a Alomere Health
70	Drew Memorial Hospital, Inc., d/b/a/ Drew Memorial Health System
71	Duane Reade
72	Duane Reade, Inc.
73	Duval's Pharmacy, Inc.
74	East Boston Neighborhood Health Center Corporation
75	ECKERD
76	Ely-Bloomenson Community Hospital
77	Erie Family Health Center, Inc.
78	Essentia Health, including: Brainerd Medical Center, Inc., Bridges Medical Center, Inc., Deer River Healthcare Center, Inc., Essentia Health Surgery Centers-Duluth, LLC, Essentia Health Surgery Centers-Duluth, LLC, Essentia Health Surgery Centers-North Dakota, 'LLC, First Care Medical Services, Graceville Health, Center, Innovis Health, LLC, Essentia Health-Moose Lake, Northern Pines Medical Center, Pine Medical Center, St. Joseph's Medical Center, St. Mary's Duluth Clinic Medical Center, St. Mary's Hospital of Superior, St. Mary's Innovis Health, St. Mary's Medical Center, St. Mary's Regional Health Center, and The Duluth Clinic, LTD
79	Evangelical Community Health
80	Extreme Value
81	Extreme Value Centers
82	Fairview Health Services, including Fairview Pharmacy Services, LLC
83	FMJ, Inc.
84	Food 4 Less
85	Food 4 Less Holdings, Inc.
86	Foods Pavilion
87	Fred Meyer
88	Fred Meyer Jewelers, Inc.

	Entities Excluded from Greenstone and Pfizer Settlement
89	Fred Meyer Stores, Inc.
90	Fred Meyer, Inc.
91	Fry's
92	Fulton County Medical Center
93	Genuardi's
94	Genuardi's Family Markets LP
95	Gerbes
96	Gillette Children's Specialty Healthcare
97	Glacial Ridge Health System
98	Glencoe Regional Health Services, d/b/a/ Glencoe Regional Health
99	Globe Stores
100	Granby Pharmacy, Inc., d/b/a Center Pharmacy
101	Great Lakes Bay Health Centers
102	Great Salt Plains Health Center, Inc.
103	Greater Lawrence Family Health Center
104	Green Hills Insurance
105	H.E. Butt Grocery Company
106	H.E. Butt Grocery Company L.P.
107	Haggen
108	Haggen Food & Pharmacy
109	Happy Harry's
110	Happy Harry's Discount Drug Stores, Inc.
111	Happy Harry's Inc.
112	Harris Teeter
113	Harris Teeter, Inc.
114	Harris Teeter, LLC
115	Health Partners of Western Ohio
116	HealthPoint
117	Healthy Options, Inc.
118	H-E-B
119	Hennepin Healthcare System, Inc.
120	Home Chef
121	Humana Inc.
122	Humana Pharmacy, Inc.
123	Independence Health, including -Butler Health System, Butler Healthcare Providers, d/b/a Butler Memorial Hospital and d/b/a BHS Retail Pharmacy, Clarion Hospital, and Excelsa Health
124	Infinity Infusion

	Entities Excluded from Greenstone and Pfizer Settlement
125	Intermountain Health Care, Inc., including IHC Health Services, Inc. and Sisters of Charity of Leavenworth Health System, Inc
126	International Community Health Services
127	J M Smith
128	J M Smith Corporation
129	Jackson-Madison County General Hospital District, d/b/a/ West Tennessee Healthcare
130	Jay C Food Stores
131	Jerseymaid Milk Products
132	Jewel Food Stores
133	Jewel Foods
134	Jewel Foods, Inc.
135	Jewel-Osco Pharmacy
136	Junior Food Stores of West Florida, Inc.
137	Kerr Drug
138	Kessel
139	Kessel Food Markets, Inc.
140	King Soopers
141	Kings Food Markets
142	Kiosk Medicine Kentucky, LLC
143	Knight Health Holdings LLC, d/b/a ScionHealth, including Kindred Healthcare Operating, LLC
144	Kootenai Hospital District, an Idaho Public District Hospital, d/b/a Kootenai Health
145	KRGP Inc.
146	Kroger
147	Kroger Limited Partnership I
148	Kroger Limited Partnership II
149	Kroger Texas L.P.
150	Lake Region Healthcare Corporation, including Prairie Ridge Hospital & Health Services
151	Lakewood Health System
152	Lawrence Brothers
153	Lawrence Brothers Co.
154	Lawrence Brothers Pharmacy
155	Lehigh Valley-Health Network, Inc., including Lehigh Valley Hospital, Inc., Pocono Medical Center, Lehigh Valley Physician Group, Lehigh Valley Health Services Inc., Northeastern Pennsylvania Health Corporation, Hazleton Professional Services, Schuylkill Health System Medical Group, Inc., Lehigh Valley Hospital - Schuylkill, Lehigh Valley Health Network Emergency Medical Services, LVHN Ambulatory Surgery Center of Lopatcong, Inc., LVHN Coordinated Professional Practice of NJ, PC, CH Eye Specialists, PC, CH Urology Specialists, PC

	Entities Excluded from Greenstone and Pfizer Settlement
156	LifeCare Medical Center
157	Lifepoint Corporate Services, General Partnership
158	Lifespan Corporation, Lifespan Pharmacy, LLC, Rhode Island Hospital, The Miriam Hospital, Emma Pendleton Bradley-Hospital, and Newport-Hospital
159	Logan Health, including Kalispell Regional Medical Center, Inc., d/b/a Logan Health Medical Center, Logan Health - Whitefish, Logan Health - Shelby, Logan Health - Conrad, Liberty County Hospital and Nursing Home, Inc., d/b/a Logan Health - Chester, and Northern Rockies Medical Center, Inc., d/b/a Logan Health - Cut Bank
160	Longview Wellness Center, Inc., d/b/a Wellness Pointe
161	Lucerne Foods, Inc.
162	Lucky Stores (Utah Locations)
163	Lutheran Charity Association, d/b/a Jamestown Regional Medical Center
164	Madelia Health
165	Madison Healthcare Services, d/b/a/ Madison Hospital
166	Madison-Health, f/k/a Madison Memorial Hospital
167	Main Line Health, Inc., including Main Line Hospitals, Inc., and Riddle Hospital
168	Marana Health Center, Inc.
169	Mariano's Fresh Market
170	Market Street
171	Mary Rutan Hospital d/b/a Mary Rutan Health
172	Mass General Brigham Incorporated
173	Matthews Property 1, LLC
174	Mayo Clinic, including the Mayo Foundation for Medical Education and Research and the Mayo Medical Plan
175	May's Drug Stores
176	May's Drug Stores, Inc.
177	MedCura Health, Inc.
178	Medical Center, Inc.
179	Medicenter
180	Med-X
181	Med-X Corporation
182	Memorial Hospital of Laramie County, d/b/a Cheyenne Regional Medical Center, including Cheyenne Regional Physician's Group, LLC, d/b/a Cheyenne Regional Medical Group
183	Memorial Hospital of Sweetwater County
184	Memorial Sloan Kettering Cancer Center, including Memorial -Hospital for Cancer and Allied Diseases
185	Metro Market
186	Middlesex Health System, In c., d/b/a Middlesex Health, including: Middlesex Hospital, MHS Primary Care, Inc., and Middlesex Health Services, Inc.

	Entities Excluded from Greenstone and Pfizer Settlement
187	Millcreek Community Hospital
188	Mille Lacs Health System
189	Montefiore Medical Center, including White Plains Hospital Medical Center, St. Luke's Cornwall Hospital, Montefiore New Rochelle Hospital, Montefiore Mt. Vernon Hospital, The Winifred Masterson Burke Rehabilitation Hospital, and Montefiore NYACK Hospital
190	Mount Nittany Health System, including Mount Nittany Medical Center and Mount Nittany Medical Center Health Services, Inc., d/b/a Mount Nittany Physician
191	Mount Sinai Hospitals Group, Inc., including The Mount Sinai Medical Center, Inc., The Mount Sinai Hospital, South Nassau Communities Hospital, Beth Israel-Medical Center, The-St. Luke's-Roosevelt Hospital Center, The New York Eye and Ear Infirmary, and Icahn School of Medicine at Mount Sinai
192	Murray County Medical Center
193	MVMEDSHOP, Inc., d/b/a/ Vineyard-Scripts
194	Nationwide Children's Hospital, including Nationwide Children's Hospital Homecare
195	New Albertson's Inc.
196	New Albertsons L.P.
197	North Big Horn Hospital-District
198	North Canyon Medical Center, Inc., including Partners on Healthcare, Inc. d/b/a North Canyon Medical Center
199	North Memorial Health Care, d/b/a North Memorial Health, including Maple Grove Hospital Corporation, d/b/a Maple Grove Hospital
200	North Olympic Healthcare Network
201	Northern Itasca Hospital District, d/b/a Bigfork Valley
202	Northfield Hospitals + Clinics, Inc.
203	Novant Health, Inc.
204	Nuvance Health, including Eastern New York Medical Services, P.C., Health Quest Home Care, Inc., Health Quest Systems, Inc., Hudson Valley Cardiovascular-Practice, P.C., Northern Dutchess Hospital, Nuvance Health Medical Practice CT, Inc., Nuvance Health Medical Practice, P.C., Putnam Hospital Center, d/b/a Putnam Hospital, S.W.C. Corporation, The Danbury Hospital, d/b/a Danbury Hospital, The Norwalk Hospital Association, d/b/a Norwalk Hospital, -Vassar Health Connecticut, Inc., d/b/a Sharon Hospital, Vassar Brothers Hospital, d/b/a Vassar Brothers Medical Center, Western Connecticut Health Network Affiliates, Inc., and Western Connecticut Home Care, Inc.
205	NYU Langone Hospitals
206	Ochsner Clinic Foundation, including Ochsner Outpatient and Home Infusion Pharmacy, L.L.C. and Ochsner Pharmacy & Wellness, L.L.C.
207	Olmsted Medical Center
208	Omnicare
209	Ortonville Area Health Services
210	Osco Drugs

	Entities Excluded from Greenstone and Pfizer Settlement
211	Overlake Hospital Medical Center
212	Owen's
213	Owen's Supermarket
214	Pak 'N Sav
215	Paul's Market
216	Pavilions Place Randall's
217	Pay Less Super Markets
218	PeaceHealth
219	Peak Vista Community Health Centers
220	Penn Highlands Healthcare, including: DuBois Regional Medical Center, d/b/a Penn Highlands Dubois, Brookville Hospital, d/b/a Penn Highlands Brookville, DuBois Regional Medical Center, d/b/a Penn Highlands Clearfield, Elk Regional Medical Center, d/b/a Penn Highlands Elk, J.C. Blair Memorial Hospital, d/b/a Penn Highlands Huntingdon, Tyrone Hospital, d/b/a Penn Highlands Tyrone, Highlands Hospital, d/b/a Penn Highlands Connellsville, and Monongahela Valley, d/b/a Penn Highlands Mon Valley
221	Perham Hospital District, d/b/a/ Perham Health
222	Petyon's-Southeastern, Inc.
223	Peyton's
224	Peyton's Fountain
225	Peyton's Mid-South Company
226	Peyton's Northern
227	Peyton's Pheonix
228	Pick 'n Save
229	Pikeville Medical Center
230	Postal Prescription Services
231	Prime Therapeutics Specialty Pharmacy
232	Prime Therapeutics Specialty Pharmacy LLC

	Entities Excluded from Greenstone and Pfizer Settlement
233	Providence St. Joseph Health, including Providence Health & Services - Washington, Providence Health & Services -Western, Washington Providence Health System - Southern California, Mission Hospital Regional Medical Center, Mission Hospital Laguna Beach, Providence Saint John's Health Center, Providence TrinityCare Hospice, St Joseph Hospital of Orange, St Mary Medical Center Providence, St Joseph Medical Center (Montana), Providence Health & Services - Montana Credena Health, LLC, Providence Health & Services - Oregon, Kadlec Regional Medical Center, Pacmed Clinics, Providence Medical Institute, Providence Medical Foundation, Providence Facey Medical Foundation, Providence Saint John's Medical Foundation, St. Joseph Health Northern California, LLC, NorCal HealthConnect, LLC, Methodist Children's Hospital, Methodist Hospital Levelland, Methodist Hospital, Plainview, Texas, Covenant Medical Center Covenant Long-Term Care, LLC, Covenant Medical Group, Covenant High Plains Surgery Center, LLC, Lubbock Heritage Hospital, LLC, Swedish Health Services, Swedish Edmonds, Mission Ambulatory Surgicenter, Ltd;,-St. Joseph Health System Home Care Services, LLC, Tarzana Medical Center, LLC, St Jude Hospital, Express Care LLC, Clackamas Radiology Oncology Center, LLC, CSS JV, LLC
234	Pueblo Community Health Center, Inc.
235	QFC
236	Raley's of New Mexico
237	Ralphs
238	Ralphs Grocery Company
239	Randall's Food & Drugs LP
240	Ridgeview Medical Center, Inc., d/b/a Ridgeview, including Sibley Medical Center, d/b/a Ridgeview Sibley Medical Center
241	Rite Aid Corporation
242	Rite Aid Hdqtrs. Corp.
243	River's Edge Hospital
244	Riverview Healthcare Association
245	Riviera Brands
246	Roanoke Chowan Community Health Center
247	Roundy's Inc.
248	Ruler Foods
249	Rutherford County Primary Care Clinics, Inc., d/b/a Primary Care & Hope Clinic
250	RWJBarnabas Health, Inc., including Livingston Infusion Care, Inc., d/b/a Qualitas Pharmacy Services, LSC Pharmacy Services; Inc., d//b/a Barnabas Health Retail Pharmacy, Barnabas Health, Inc., and RWJBH Corporate Services, Inc. (f/k/a Barnabas Health, Inc.)
251	S & W Pharmacy, Inc.
252	S&W Pharmacy
253	Safeway
254	Safeway Food & Drug

	Entities Excluded from Greenstone and Pfizer Settlement
255	Safeway Inc.
256	Salem Community Hospital, d/b/a Salem Regional Medical-Center
257	Sam's Club
258	Sanford, including Sanford West, Sanford North, Sanford West
259	Sav-On Drug
260	Scott's Foods
261	Scott's Pharmacy
262	Select-Medical Corporation
263	Shands Teaching Hospital and Clinics, Inc., and Shands Jacksonville Medical Center, Inc., including Central Florida Health, Inc., d/b/a UF Health Central Florida, Leesburg Regional Medical Center, Inc., d/b/a UF Health Leesburg Hospital, and The Villages Tri County Medical Center, Inc., d/b/a UF Health The Villages Hospital, Shands Teaching Hospital and Clinics, Inc. and Shands Jacksonville Medical Center, Inc., and all assigning subsidiaries and affiliates thereof
264	Shasta Community Health Center
265	Shawnee Health Service and Development Corporation
266	Shaw's Supermarkets, Inc.
267	Shop-Rite, LLC
268	Simon David
269	Sleepy Eye Medical Center
270	Smith Drug
271	Smith Drug Company
272	Smith's
273	Smith's Food & Drug Centers, Inc.
274	St. Clair Health Corp., d/b/a St. Clair Health, including its affiliates St. Clair Memorial Hospital, d/b/a St. Clair Hospital and St. Clair Medical Services, d/b/a St. Clair Medical Group
275	St. Luke's Health Network, Inc., d/b/a St. Luke's University Health Network, including: GSL Hospital, d/b/a Geisinger St. Luke's Hospital, Saint Luke's Hospital of Bethlehem, Pennsylvania, and St. Luke's Homestar Services, LLC, d/b/a St. Luke's Homestar Pharmacy
276	St. Luke's Health System, Ltd., including St. Luke's Magic Valley Regional Medical Center, Ltd., St. Luke's Wood River Medical Center, Ltd., St. Luke's Regional Medical Center, Ltd., St. Luke's McCall, Ltd., and St. Luke's Nampa Medical Center, Ltd.
277	St. Luke's Hospital of Duluth, including Lake View Memorial Hospital, Inc.
278	St. Thomas Community Health Center
279	Stamford Health, Inc., including-Stamford Health Pharmacy LLC
280	Star Market
281	Stigler Health & Wellness Center, Inc.
282	Sunrise R&D Holdings, LLC

	Entities Excluded from Greenstone and Pfizer Settlement
283	Sunrise Technology LLC
284	Super D. Drugs Acquisition Co.
285	Super Saver Foods
286	Superior
287	Superior Acquisitions Limited
288	Superior Holdings Limited
289	Syringa Hospital Districts, d/b/a/ Syringa Hospital & Clinics
290	The Chautauqua Center, Inc.
291	The Children's Hospital Corporation, d/b/a Boston Children's Hospital
292	The Children's Hospital of Philadelphia
293	The DCH Health Care Authority, d/b/a DCH Health System
294	The Guthrie Clinic
295	The Kroger Co.
296	The Kroger Co. of Michigan
297	The New York and Presbyterian Hospital
298	The Regents of the University of Michigan on behalf of University of Michigan Health, including Metropolitan Hospital
299	The Vons Companies, Inc.

	Entities Excluded from Greenstone and Pfizer Settlement
300	Thomas Jefferson University, d/b/a/ Jefferson Health, including Abington Health, Abington Health Foundation, Lansdale Hospital, Abington Memorial Hospital, Jefferson Health Northeast System, Aria Health Physician Services, Jefferson Health -Northeast, Aria Health Orthopedics, Medical Imaging Associates, LLC, Jefferson Health - Northeast Foundation, TMB, Enterprises, System Service Corporation, T.F. Development Ltd., Juniata Medical Building Partners, Health Care, Inc., Aria Health Orthopedics of New Jersey, P.C., Kennedy Health System, Inc., Jefferson Health New Jersey Direct Primary Care, P.C., Kennedy Access Incorporated, Kennedy Health Care Foundation, Inc., Kennedy-Health Facilities, Inc., Kennedy Management Group, Inc., Kennedy Medical Group Practice, P.C., Kennedy Property Corp., Kennedy University Hospital, Inc., Stat Medical Transport,-Inc., The Magee Memorial Hospital for Convalescents, TJUH System, Jefferson Physician Services, Jefferson Medical Care, Jefferson University Physicians, Jefferson University Physicians of New Jersey, P:C., Thomas Jefferson University Hospitals, Inc., Jefferson Acute Care Physicians, LLC, Jefferson Ambulatory Surgery Services, LLC, Jefferson Ambulatory-Surgery Real Estate Holdings, LLC, Jeffex, Inc., Emergency Transport Associates, Inc., Suthbreit Properties, Ltd., Walnut Home Therapeutics, Inc., Methodist Associates in Healthcare, Inc., Methodist Associates in Healthcare of New Jersey, P.C., Mid-Atlantic Maternal Fetal Institute, Inc., The Atrium Corporation, Health Services, LLC, Healthmark Incorporated, Albert Einstein Healthcare Network, Einstein Practice Plan, Inc., Einstein Community Health Associates, Inc., Fornance Physician Services, Albert Einstein Medical Center, GHMC Management, Inc., Rehab Ventures, Inc., Einstein Medical Center Montgomery, Montgomery Hospital, Montgomery Health-Foundation, CMMC, Inc., Einstein Healthcare-Systems, Inc., BCCT Over Corp., Einstein Care Partners, LLC, Network Physicians of New Jersey, TJ-Non Qualified, LLC,TJ-Qualified, LLC, T.J.U., Inc., 1100 Walnut Associates, LLP, JftPM, LLC, The Jefferson Club, JftHedge, LLC, Walnut Realty Co., TJU Fairwater, LLC, 925 Walnut Holding, LLC, 925 Walnut Corp., Bildex Corp., Jefferson Horizon Research, LLC, Philadelphia University, JeffCare, Inc., JeffCare Alliance, LLC
301	TLC Corporate Services LLC
302	Tom Thumb Food & Drugs
303	Tri-Area Community-Health
304	Trinity Home Care
305	UC Health, LLC, d/b/a UC Health
306	UHS of Delaware, Inc.
307	UMass Memorial Care, Inc.
308	United Express
309	United Hospital District
310	United Supermarkets
311	United Supermarkets, LLC

Entities Excluded from Greenstone and Pfizer Settlement	
312	University Health Systems of Eastern Carolina, d/b/a ECU Health, including Duplin General Hospital, Inc., d/b/a ECU Health Duplin Hospital, East Carolina Health-Bertie, d/b/a ECU Health Bertie Hospital, East Carolina Health-Chowan, Inc., d/b/a ECU Health Chowan Hospital, East Carolina Health-Heritage, Inc., d/b/a ECU Health Edgecombe Hospital, Halifax Regional Medical Center, Inc., d/b/a ECU Health North Hospital, East Carolina Health, d/b/a ECU Health Roanoke Chowan Hospital, Pitt County Memorial Hospital, Incorporated, d/b/a ECU Health Medical Center, and The Outer Banks Hospital, Inc.
313	Upham's Comer Health Committee, Inc., d/b/a Upham's Comer Health Center
314	UPMC, including from purchases via H.C. Pharmacy Central, Inc. to-UPMC, including UPMC Presbyterian Shadyside, UPMC Sunbury, UPMC Children's Hospital of Pittsburgh, UPMC Wellsboro, UPMC Magee-Women's Hospital, UPMC Chautauqua Services, Inc., UPMC St. Margaret, UPMC Chautauqua at WCA, UPMC Passavant, UPMC Carlisle, UPMC McKeesport, UPMC Pinnacle, UPMC Mercy, UPMC Litiz, UPMC Bedford, UPMC Memorial, UPMC Lee, Pinnacle Health Regional Physicians, UPMC East, Pinnacle Health Cardiovascular Institute, Inc., UPMC Hamot, UPMC Hanover, UPMC Horizon, UPMC Pinnacle Hospitals, UPMC Northwest, Western Maryland Physician Network, UPMC Altoona, University of Pittsburgh Cancer Institute Cancer Services, UPMC Jameson, Hematology Oncology Association, Charles Cole Memorial Hospital, Oncology-Hematology Association, Inc., UPMC Susquehanna, Renaissance Family Practice - UPMC, Inc., UPMC Pinnacle, Tri-State Neurosurgical Associates - UPMC, Inc.; UPMC-Somerset, UPMG Home Health Care of Western Pennsylvania, University of Pittsburgh Physicians, UPMC Home Health Care of Central Pennsylvania, UPMC Western Maryland Sugarcreek Station, UPMC Kane, Cranberry Place, Regional Health Services, The Heritage Place, Great Lakes Physician Practice, Inc., Seneca Place, UPMC Altoona Regional Health Services, Jameson Care Center, Inc., Jameson Medical Care, Inc., South Central Alpha Housing and Healthcare, Inc., UPMC Muncy, South Western Alpha Housing and Healthcare, Inc., Divine Providence Hospital of the Sisters of Christian Charity, Canterbury Place, Susquehanna Physician Services Asbury Heights of UPMC, UPMC Williamsport, Asbury Health Center, UPMC Lock Haven, Asbury Place
315	USA Drug
316	USA/Super D Franchising
317	Valley Health Network, Inc.
318	Valor Health
319	Vons
320	Vons Grocery Company
321	WakeMed, d/b/a WakeMed Health & Hospitals
322	Walgreen
323	Walgreen Co.
324	Walgreen Company
325	Walgreens

	Entities Excluded from Greenstone and Pfizer Settlement
326	Walmart Inc.
327	Welia Health
328	Wellpath LLC, including Correctional Medical Group Companies
329	White River Health System, Inc., d/b/a/ White River Medical Center
330	Winona Health Services