

**THE UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

AUROBINDO PHARMA USA, INC., et al.,

Defendants.

No. 3:16-cv-02056-MPS

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

TEVA PHARMACEUTICALS USA, INC. et al.,

Defendants.

No. 3:19-cv-00710-MPS

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

SANDOZ, INC., et al.,

Defendants.

No. 3:20-cv-00802-MPS

October 1, 2026

**PLAINTIFF STATES' MOTION FOR PRELIMINARY APPROVAL
OF SETTLEMENT WITH DEFENDANTS SANDOZ INC. AND FOUGERA
PHARMACEUTICALS INC.**

The Plaintiff States hereby respectfully move the Court for an order as follows:

- (1) Preliminarily approving the Settlement with Defendants Sandoz Inc. and Fougera Pharmaceuticals Inc. (collectively "Sandoz");
- (2) Appointing Huntington Bank as the Escrow Agent;
- (3) Staying the litigation against Sandoz Inc. and Fougera Pharmaceuticals Inc. until the Court decides whether to grant final approval of the Settlement;

- (4) Appointing Rust Consulting as the Notice and Claims Administrator;
- (5) Approving a Notice Plan for providing notice to Eligible Consumers;
- (6) Approving a notice plan for providing notice to Corporate Entities;
- (7) Preliminary approval of the allocation of funds between the Restitution Account and Cost Account;
- (8) Preliminary approval of a distribution to the States of all funds allocated to the Costs Account;
- (9) Preliminary approval of the allocation of the Restitution Account between Eligible Corporate Entities, Eligible Consumers, and State Entities;
- (10) Preliminary approval of a distribution to the States of all funds allocated to State Entities;
- (11) Preliminary approval that all funds allocated to Consumer restitution be held in escrow and allocated and distributed according to the Allocation and Distribution Plan, preliminarily approved by the Court on September 8, 2026;
- (12) Preliminary approval of the Settlement's allocation of Corporate Entity Payments to Corporate Entities in Idaho and Washington;
- (13) Preliminary approval that all Corporate Entity Payments be held in escrow and that the distribution be deferred until a future appropriate time, upon motion by the States;
- (14) Setting an objection deadline for the Settlement,
- (15) Setting an opt out deadline for the Settlement,
- (16) Ordering that the allocation and distribution of Consumer Restitution Funds be addressed through the States' motion for approval of the Plaintiff States' Allocation

and Distribution Plan filed Aug. 3, 2026, and preliminarily approved September 8, 2026, and any subsequent orders entered by the Court thereon; and

(17) Setting a date and time for a final approval hearing.

This Motion is supported by the accompanying Memorandum of Law in Support of the State's Motion, States' Declaration in Support of the State's Motion with Exhibit 1 (Sandoz Settlement Agreement), and Declaration of Tiffaney Janowicz in Support of State's Motion with Exhibits.

Date: October 1, 2026.

STATE OF NEW YORK
LETITIA JAMES
Attorney General

/s/ Saami Zain

Saami Zain
Bar No. phv208392
Robert L. Hubbard
Federal Bar No. Ct30195
Assistant Attorneys General
Antitrust Bureau
28 Liberty Street, 20th Floor
New York, NY 10005
Tel: (212) 416-8267
Robert.Hubbard@ag.ny.gov
Saami.Zain@ag.ny.gov

Attorneys for the State of New York

STATE OF NORTH DAKOTA
DREW H. WRIGLEY
Attorney General

/s/ Elin S. Alm

Elin S. Alm
Bar number phv207896
Assistant Attorney General
Director, Consumer Protection & Antitrust
Division
Office of Attorney General
1720 Burlington Drive, Suite C
Bismarck, ND 58504
Telephone (701) 328-5570
ealm@nd.gov

Attorney for the State of North Dakota

STATE OF CONNECTICUT
WILLIAM TONG
ATTORNEY GENERAL

By: /s/ Cara L. Moody¹

Cara Moody

Federal Bar No. Ct31924

Amy Taylor

Pro Hac Bar No.: PHV209197

Assistant Attorneys General

Nicole Demers

Federal Bar No. ct27223

Deputy Associate Attorney General

Connecticut Office of the Attorney General

165 Capitol Avenue

Hartford, CT 06106

Tel: (860) 808-5030

Fax: (860) 808-5391

Cara.Moody@ct.gov

Amy.Taylor@ct.gov

Nicole.Demers@ct.gov

Attorneys for the State of Connecticut

¹ Counsel for Plaintiff State of Connecticut represents the consent of all Plaintiffs in the above captioned case pursuant to Section XI.D. of the Electronic Filing Policies and Procedures.

CERTIFICATE OF SERVICE

I hereby certify that on October 1, 2026, the foregoing document, together with the accompanying Memorandum, Declarations, and Exhibits, was served by e-mail on all counsel of record in this action by operation of the Court's Electronic Filing System as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

/s/ Elin S. Alm

Elin S. Alm

Assistant Attorney General

THE UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

AUROBINDO PHARMA USA, INC., et al.,

Defendants.

No. 3:16-cv-02056-MPS

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

TEVA PHARMACEUTICALS USA, INC. et al.,

Defendants.

No. 3:19-cv-00710-MPS

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

SANDOZ, INC., et al.,

Defendants.

No. 3:20-cv-00802-MPS

October 1, 2026

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF STATES' MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENT WITH DEFENDANTS SANDOZ INC.
AND FOUGERA PHARMACEUTICALS INC.**

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	PROCEDURAL BACKGROUND	3
III.	SETTLEMENT TERMS.....	3
A.	Injunctive Relief.....	3
B.	Monetary Relief	5
C.	Financial Assurance and Enforcement Mechanisms.....	6
D.	Cooperation.....	7
E.	Dismissal, Release, and Covenant Not to Sue	7
F.	Court Approval and Notice Plans	9
G.	Exclusions	9
H.	Termination.....	10
IV.	THE STATES’ AUTHORITY.....	10
A.	The States’ <i>Parens Patriae</i> Authority to Represent Eligible Consumers in Their States..	12
B.	Fundamental Differences Between <i>Parens Patriae</i> Claims and Rule 23 Claims.....	13
V.	ARGUMENT	14
A.	Standard for Preliminary Approval of <i>Parens Patriae</i> Settlements.....	14
B.	The Settlement Meets the Standard for Preliminary Approval.....	15
1.	Procedural Analysis Factors Support Preliminary Approval	16
i.	The States Have Adequately – and Zealously – Represented Eligible Consumers	17
ii.	The Settlement Was Negotiated at Arm’s Length by Experienced Counsel.....	17
iii.	The States Have Obtained a Sufficient Understanding of the Case.....	19
2.	Substantive Analysis Factors Support Preliminary Approval.....	20
i.	The Settlement Provides Adequate Relief.....	20
ii.	The Cooperation from Sandoz Adds Value to the Settlement.....	22
iii.	The Settlement Is Reasonable Considering the Costs, Risks, and Delay of Trial and Appeal.....	23

iv.	The Monetary Payment to the States is Fair and Reasonable and the Settlement Does Not Contain Any Additional Agreement that Affects the Fairness of the Settlement.....	25
iv.	An Allocation and Distribution Plan Is Currently Pending Before the Court	26
VI.	Huntington Bank as Escrow Agent	27
VII.	THE CONSUMER NOTICE PLAN.....	27
VIII.	NOTICE TO ELIGIBLE CORPORATE ENTITIES	31
IX.	ALLOCATION AND DISTRIBUTION OF TOTAL SETTLEMENT AMOUNT.....	32
A.	Allocation of Settlement Proceeds between the Restitution Account and Costs Account and Distribution of the Costs Account	32
B.	Allocation of Restitution Account	33
C.	Allocation and Distribution of Consumer Restitution	34
D.	Allocation and Distribution to Eligible Corporate Entities.....	34
X.	CONCLUSION	35

I. INTRODUCTION

Plaintiff States¹ (herein “the States” or each “State”) have reached a settlement agreement (“Settlement”) with Defendants Sandoz Inc. and Fougera Pharmaceuticals Inc. (collectively “Sandoz”) resolving the States’ claims against Sandoz and Released Parties² for their participation in an unlawful conspiracy to fix prices and allocate markets for generic pharmaceuticals. *See*, Exhibit 1. The Settlement resolves and releases all the States’ claims against Sandoz and Released Parties based on conduct alleged in *Connecticut et al. v. Aurobindo Pharma SA, Inc., et al.*, 3:16-cv-02056; *Connecticut et al. v. Fougera Pharmaceuticals SA, Inc., et al.*, 3:19-cv-00710; *Connecticut et al. v. Sandoz, Inc., et al.*, 3:20-cv-00802; *Connecticut v. Noartis America, Inc., et al.*, 3:26-cv-00160 (collectively referred to as the “States’ Actions”).

As a matter of law³ and policy, the States seek the Court’s preliminary approval of the Settlement, as it resolves the States’ claims against Sandoz in the States’ Actions, and a notice plan (“Notice Plan”) for providing notice to Eligible Consumers, as described in this motion, and to Eligible Corporate Entities in Idaho (“Corporate Entities Notice”). A minority of the States’ laws obligate the attorney general to provide Eligible Consumers with notice of the Settlement,

¹For purposes of this motion and Settlement, Plaintiff States and “the States” means Alaska, Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Dakota, Tennessee, U.S. Virgin Islands, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Plaintiff States include the plaintiff states in the States’ Actions except those states who have previously independently settled with Sandoz, namely Florida, Georgia, Montana, Utah, and South Carolina.

² Unless defined in this memorandum, capitalized terms are defined terms in the Settlement and are used here with the same meaning.

³ *See, e.g., Shepherd Park Citizens Ass’n v. Cinema Center of Washington, D.C.*, 584 A.2d 20 (D.C. 1990); D.C. Code § 28-4507; Idaho Code § 48-108(3); Nev. Rev. Stat. 598.0975(3)(b); ORS 646.775(2), (3), (4), and (5). For citations of the authority pursuant to which each State is acting, see footnote 5, *infra*.

including an opportunity to opt out of and object to or comment on the Settlement. All States are providing those opportunities to Eligible Consumers. Similarly, only a few States' laws require court approval of a settlement of consumer claims after a notice plan is implemented. Nonetheless, all States will seek the Court's final approval after the Notice Plan has been implemented. The States' proposed Notice Plan builds on the notice plans implemented as part of the previously approved settlements with Defendants Heritage Pharmaceuticals Inc., Emcure Pharmaceuticals Ltd., and Satish Mehta ("Heritage Settlement"), ECF Nos. 767 (3:16-cv-02056-MPS), 635 (3:19-cv-00710-MPS), and 602 (3:20-cv-00802-MPS), Defendant Apotex Corp. ("Apotex Settlement"), ECF Nos. 875 (3:16-cv-02056-MPS), 760 (3:19-cv-00710-MPS), and 835 (3:20-cv-00802-MPS), and Defendants Bausch Health US, LLC and Bausch Health Americas, Inc. ("Bausch Settlement"), and Defendant Lannett Company, Inc. ("Lannett Settlement"), ECF Nos. 990 (3:16-cv-02056-MPS), 976 (3:19-cv-00710-MPS), and 1432 (3:20-cv-00802-MPS), as well as the settlement with Defendant Glenmark Pharmaceuticals, Inc., USA, which received preliminary approval on August 6, 2026 (ECF No. 1019 (3:16-cv-02056-MPS), ECF No. 976 (3:19-cv-00710-MPS), and ECF No. 1484 (3:20-cv-00802-MPS)). *See* States' Declaration in Support of the States' Motion for Preliminary Approval of Settlement with Defendant Sandoz Inc. and Fougere Pharmaceuticals Inc. ("States' Decl.") ¶ 19.

As requested in previously approved settlements, the States are also seeking preliminary approval of the division and allocation of the Total Settlement Amount received under the terms of the Settlement, allocating approximately 30% to costs and fees (referred to as "Costs Account") and approximately 70% to Eligible Corporate Entities, Eligible Consumers and State Entities (referred to as "Restitution Account"). Further, the States seek approval to distribute and use the balance of the Costs Account, after financing the administration of the Settlement and potential

future settlements, to fund continued litigation against the remaining Defendants and for such purposes as are set forth in ¶ I.E of the Settlement, including attorney fees. Additionally, the States are seeking preliminary approval of a division and allocation of the Restitution Account between Eligible Corporate Entities, Eligible Consumers, and State Entities, and a distribution of the State Entities' share to the States to be divided among the States at their discretion. Lastly, the States request that the Court establish a deadline for opting out of or objecting to the Settlement ("Opt-Out Deadline") and a date for a final approval hearing.

II. PROCEDURAL AC GROUND

The States brought four actions (States' Actions, as defined in Section I) against generic drug manufacturers alleging that they conspired to fix prices and allocate markets for many generic drugs in violation of federal antitrust laws and state antitrust and consumer protection laws. *See su ra Section .* In each of the States' Actions, the States also allege an overarching conspiracy for the drugs and anticompetitive acts in that action. Sandoz denies all of the allegations. The Settlement, if approved, will resolve and release all claims that the States brought or could have brought against Sandoz in all four States' Actions.

III. SETTLEMENT TERMS

The Settlement provides different categories of terms and relief, including: (A) Injunctive Relief, (B) Monetary Relief, (C) Financial assurance and enforcement mechanisms, (D) Cooperation, (E) Dismissal, Release, and Covenant Not to Sue, (F) Court Approval and Notice Plans, (G) Exclusions, and (H) Termination. Exhibit 1.

A. I R

For a 10-year Enforcement Period from the Execution Date, Sandoz covenants not to engage in unlawful price-fixing, bid-rigging, or market allocation regarding Generic

Pharmaceutical Products, including any unlawful agreements with competitors to fix prices, submit courtesy, cover, or non-competitive bids, refrain from bidding, or allocate customers. Settlement ¶ XII.A. Sandoz must maintain a written Antitrust Compliance Policy during the Enforcement Period, require covered personnel (and certain contractors) to sign acknowledgments, and provide at least annual antitrust training conducted by outside counsel with attendance tracking and reporting instructions. Settlement ¶ XII.B(1). While payments remain outstanding, the Representative States may annually interview up to three employees to verify compliance. Settlement ¶ XII.B(1). Sandoz will use commercially reasonable efforts to continue selling Drugs at Issue in U.S. markets where it currently sells the Drugs at Issue and to avoid disruptions in supply chains outside the U.S. used to supply the Drugs at Issue to U.S. markets. Settlement ¶ XII.B(2).

Sandoz will maintain policies ensuring that pricing, sale, or bidding decisions comply with antitrust laws, including a pricing committee separate from the field sales team, monthly or ad hoc meetings with minutes, no pricing/bidding authority for the field sales team, prohibitions on representations to competitors' personnel, and maintenance of a price management system documenting decisions and customer communications. Settlement ¶ XII.B(3). During the Enforcement Period, Sandoz must appoint and maintain a Chief Compliance Officer (CCO) to enforce the Antitrust Compliance Policy, monitor for antitrust violations, and provide a reporting channel, and the CCO must retain and resource outside counsel to conduct annual antitrust training and investigate potential violations while reporting to the Defendant's Board of Directors. The CCO must distribute the Agreement to specified senior leadership and relevant employees (and their successors) and maintain the compliance policy/training, and the Representative States may interview the CCO annually to verify performance. ¶ XII.C.

. M r R

Sandoz will pay a Total Settlement Amount of four hundred million dollars (\$400,000,000) over seven (7) years on the schedule set forth in Section IV.A of the Settlement, with totals of three hundred twenty million five hundred sixty thousand one hundred eighty dollars and two cents (\$320,560,180.02) in principal and seventy-nine million four hundred thirty-nine thousand eight hundred nineteen dollars and ninety-eight cents (\$79,439,819.98) in interest, and an initial payment due 60 days from Final Court Approval but no earlier than March 31, 2027, followed by annual March payments through March 2033. Settlement ¶¶ IV.A, I.DD. Approximately 70% of the Total Settlement Amount, which equals two hundred eighty million dollars, and twenty-five cents (\$280,000,000.25), is designated by the States as restitution. *d.* A part of this restitution, totaling seven million, eight hundred forty-four thousand dollars (\$7,844,000) is designated for restitution to corporate (and other business) entities for which the Attorneys General of Idaho and Washington have asserted an exclusive claim in the States' Actions⁴ ("Eligible Corporate Entities"). *d.* ¶¶ I.K, I.DD. The Settlement allocates the remaining amount of restitution (two hundred seventy-two million one hundred fifty-six thousand dollars and twenty-five cents (\$272,156,000.25)) to restitution to Eligible Consumers and State Entities that are State Releasors. *d.* ¶ I.DD(3). Distributions from the Restitution Account to State Entities that are State Releasors, Eligible Consumers, and Eligible Corporate Entities will occur only pursuant to a Distribution Plan submitted to and approved by the District Court. *d.* at ¶ IV.C

Approximately 30% of the Total Settlement Amount, equaling one hundred nineteen million nine hundred ninety-nine thousand nine hundred ninety-nine dollars, and seventy-five

⁴ Under the state laws of Idaho and Washington, only the attorney general can bring antitrust claims for monetary relief on behalf of persons (which includes Corporate Entities) who are injured indirectly.

cents (\$119,999,999.75), will be held by the States in the Costs Account to be used for payment of any and all attorneys' fees and costs associated with prosecuting the States' Actions (as determined in the sole discretion of the States, subject to any applicable court order), and for any of the following: (1) deposit into a State antitrust or consumer protection account (e.g., a revolving account or trust account) for use in accordance with the laws governing the account; (2) deposit into a fund exclusively dedicated to assisting any State in defraying the costs of experts, economists, and consultants in multistate antitrust investigations and litigations, including healthcare related investigations and litigation; (3) antitrust or consumer protection enforcement, including healthcare-related enforcement, by an individual State or multiple States; or (4) any other use permitted by state law at the sole discretion of that State's Attorney General. *d.* ¶¶ I.DD(5), I.E.

C. F A r d E r M

If Sandoz fails to cure a monetary default within 30 days of its receipt of written notice of default or of its filing of a voluntary insolvency proceeding while payments remain outstanding, all remaining payments become immediately due and payable, and the States may pursue all legal remedies, including confession of judgment or stipulated entry of judgment for the accelerated amount plus interest, costs, and reasonable attorney's fees, less amounts paid. Settlement ¶¶ I.EE, IV.D, IV.F. Sandoz must provide Asset Information within 60 days after Final Approval, quarterly unaudited financial statements while payments remain outstanding, and specified bankruptcy-related notices and information; Sandoz agrees not to argue that liens properly imposed are avoidable preferences. *d.* ¶ IV.E. The Settlement includes a template confession of judgment (Settlement Exhibit C) and stipulated entry of judgment (Settlement Exhibit D), which are available upon a Triggering Event, with Sandoz waiving notice, hearing, and appeal. *d.* at ¶ IV.F.

Sandoz may prepay any portion or the full remaining balance at any time without penalty with 10 days' prior written notice. *d.* ¶ IV.D.

D. C o o p e r a t i o n

Sandoz will provide reasonable cooperation to the States in prosecuting the Action against Other Defendants until the earlier of ten (10) years after the Final Approval Order or final resolution of all States' claims against Other Defendants. Settlement ¶ XIII. The cooperation includes helping authenticate and lay foundation for documents or data (via declarations or testimony), providing last-known locations of former employees involved in the alleged conduct, offering a current-employee proffer to explain the generics industry (2011–present), assisting with understanding and making data admissible (including additional trial-needed data), providing attorney proffers and non-privileged interview summaries with Bates references where applicable, continuing to pay certain witnesses' reasonable legal fees absent a perjury finding, and considering additional reasonable, non-burdensome assistance while encouraging employee cooperation; however, Sandoz need not disclose privileged or legally prohibited material (including under foreign law or court order). *d.* As of execution, the States and Sandoz also agree not to take adverse litigation actions against each other in the MDL or related cases (subject to preserving procedural rights and enforcing the agreement), while allowing depositions of each other's current or former employees as relevant to claims against Other Defendants, and the States retain existing rights to receive Sandoz's discovery produced to others under the applicable MDL protective order. *d.*

E. D i s c o v e r y R e l e a s e d C o n t e n t

In consideration of Sandoz's obligations, State Releasors (Settlement ¶ I.CC) release Sandoz and other Released Parties (Settlement ¶ I.W) from all Released Claims (Settlement ¶ I.V), including the exclusive claims asserted by Idaho and Washington on behalf of Eligible Corporate

Entities. Settlement ¶ VII.A. Illinois and States asserting non-exclusive corporate-entity claims covenant not to sue on behalf of those entities, agree to dismiss those claims, and acknowledge that corporate entities may recover only through claims not filed by their respective Attorneys General. *d.* ¶ VII.B.1. The States also covenant not to sue the Released Parties for disgorgement based on corporate overcharges or for damages on behalf of Eligible Consumers arising from the allegations in the States' Actions. *d.* ¶¶ VII.B.2–3. To the extent permitted by state law, the States further covenant not to bring claims on behalf of or representing local governmental entities. *d.* ¶ VII.B.5.

Specified exclusions are reserved and not released, including tax liabilities, certain administrative rights, criminal liability, Medicaid claims unrelated to the allegations in the States' Actions, product warranty/defect liabilities, deceptive marketing or off-label claims (other than Conduct); securities claims; reverse payment/sham litigation/citizen petition/Walker Process claims or other claims related to means of reducing competition beyond the Conduct, opioid-related liabilities, claims in other pending non-MDL litigations, and obligations created by the Settlement. *d.* ¶ VII.C. Claims against Other Defendants are preserved, including the use of Sandoz's sales as relevant to Other Defendants' liability and for joint and several purposes, and the Settlement affects only Released Parties. *d.* ¶ VII.D. Upon entry of the Final Approval Order, the Complaints in the States' Actions are dismissed with prejudice against Sandoz (and Released Parties named), except claims brought on behalf of Eligible Consumers, which are dismissed without prejudice to those consumers' ability to pursue unresolved, unreleased claims individually or as a class. *d.* ¶ III.

F. C r A r d N P

The States will move promptly for preliminary approval within 30 days of Execution, propose the amount to deposit into the Restitution Account and the division between State Entities and Eligible Consumers, and propose notice plans for notices to Eligible Consumers and Eligible Corporate Entities in Idaho. Settlement ¶ VIII.F The States may be reimbursed for the costs in connection with the Notice Plan up to five hundred thousand dollars (\$500,000) from the Costs Account. *d.* Within 30 days after the Notice Period, the States will move for a Final Approval Order; the Final Approval Order will, among other things, approve the Settlement, dismiss State Releasers' claims with prejudice, dismiss consumer claims without prejudice, retain jurisdiction, order monies held in the Restitution Account and Costs Account as specified, and include Rule 54(b) determinations. Settlement ¶ VIII.N. Any Distribution Plan is considered separately from fairness approval and will not affect finality; Sandoz has no right to dictate terms but may terminate the Settlement if a Distribution Plan provides funds to consumers who are not Eligible Consumers in a way that adversely impacts Sandoz and is not remedied within 30 days of notice. Settlement ¶¶ VIII.G, VIII.D

G. E

Certain State Releasers (the States, Appendix B State Entities, and other State Entities accepting direct distributions) are bound upon execution of the Settlement and cannot opt out. Subject to court approval, Eligible Corporate Entities in Idaho and Eligible Consumers in any State may request exclusion under the Notice Plan (and if they do, they receive no settlement distribution), must provide basic contact information and a statement requesting exclusion, and Sandoz preserves all defenses as to excluded persons or entities. Settlement ¶ X.

H. T r

If the Court denies preliminary or final approval, the States and Sandoz must confer in good faith on revisions, and after 60 days either side may terminate the Settlement by written notice. If terminated, the Settlement is void (subject to limited surviving provisions), all rights and defenses are reserved, and the Settlement and related negotiations are inadmissible and may be used only to enforce the Settlement. Settlement ¶ IX.

IV. THE STATES' AUTHORITY

The Settlement is presented to the Court for preliminary approval by the States in their sovereign and proprietary capacities and in their capacity as *arens aetriae* or similar authority under federal and state laws⁵ to bring claims and to obtain important redress for harm allegedly

⁵ *E. .*, Conn. Gen. Stat. § 35-32(c); Alaska Stat. §§ 45.50.580; 45.50.577(b); Ariz. Rev. Stat. §§ 44-1407, 44-1408(A), 44-1528(A); Cal. Bus. & Prof. Code § 16760; Col. Rev. Stat. § 6-4-111; D.C. Code §§ 28-4507, 28-3909; Del. Code Ann. tit. 6, § 2101, *et se .*; Del. Code Ann. tit. 29, §§ 2520 and 2522; Idaho Code Ann. § 48-108; 740 Ill. Comp. Stat. 10/7(2); Ind. Code § 24-1-2-5; *d. of Comm rs of oward Cty. . okomo City Plan Comm n*, 263 Ind. 282, 295 (1975); *d. of Comm rs of nion City . Mc uinness*, 80 N.E.3d 164, 170 (Ind. 2017); Ind. Code § 24-5-0.5-4(c); *C . S erry utchinson Co.*, 405 U.S. 233 (1972); Iowa Code § 553.12; Kan. Stat. Ann. § 50-103(a)(8); Ky. Rev. Stat. Ann § 15.020, 367.110 through 367.990, and 518.020; *Com. e . rel. Conway . hom son*, 300 S.W.3d 152 (Ky. 2010); *Com. e rel. eshear . A AC Pest Control nc.*, 621 S.W.2d 705 (Ky. 1981); *State . ordens, nc.*, 684 So.2d 1024, 1026 (La.Ct.App.1996); *Lund e rel. il ur . Pratt*, 308 A.2d 554 (Me.1973); Md. Com. Law Code Ann., § 11-209; MGL c. 93A § 4; *State . Detroit Lum erman s Association*, 1979-2 Trade Cas. (CCH) ¶ 62,990, 1979 WL 18703 (Mich. Cir. Ct. 1979); *Minnesota . Standard il Co.*, 568 F. Supp. 556, 563 (D. Minn. 1983); Miss. Code Ann. §§ 7-5-1; *Clark il ef Cor . . Ashcroft*, 639 S.W.2d 594, 596 (Mo. 1982); Neb. Rev. Stat. § 84-212; Nev. Rev. Stat. § 598A.160(1) (1999); Nev. Rev. Stat. 598.0963 (2023); N.H. Rev. Stat. Ann. § 356:4-a; *State v. City of Dover*, 153 N.H. 181 (N.H. 2006); N.J. Stat. Ann. § 56:9-12.b; N.M. Stat. Ann. § 57-1-3(A), (B) (1979); *New Me ico . Scott et er Co.*, 1981-2 Trade Cas. ¶ 64,439, 1981 WL 2167 (D.N.M. 1981); N.Y. Exec. Law § 63(12) and N.Y. Gen. Bus. Law §§ 340-342-a; N.C. Gen. Stat. §§ 75-15, 75-16; *yde . A ott La s, nc.*, 473 S.E.2d 680 (N.C. Ct. App. 1996); *C . Mylan La s*, 99 F. Supp. 2d 1 (D.D.C. 1999); N. D. Cent. Code §§ 51-08.1-07, -08(2); N. D. Cent. Code § 51-15-07; 4 CMC §§ 5107, 5121(b), 5206(b); Ohio Rev. Code § 109.81; *hio . nited rans . nc.*, 506 F. Supp. 1278, 1280-81 (S.D. Ohio 1981); 79 O.S. § 205 (A)(1); Or. Rev. Stat. § 646.775(1); 71 Pa. Stat. Ann. § 732-204(c);

caused by Defendants' conduct. State attorneys general are politically accountable representatives of their states and have authority under state law to recover (1) for consumers and corporate entities to the extent permitted by state laws; (2) for public purchasers, including state agencies to the extent permitted by state laws; and (3) for the state, in the form of disgorgement, civil penalties, costs, and fees.⁶ The States, based on their authority to bring actions and seek relief for violations of federal law and state antitrust and consumer protection laws as to the facts in the States' Actions,⁷ are authorized by state law to enter into the Settlement with Sandoz to obtain

P.R. Laws Ann. tit. 32, §§ 3341–3344; R.I. Gen. Laws § 6-36-12; S.D. Codified Laws § 37-1-23; *State ex. Heath*, 806 S.W.2d 535, 537 (Tenn. Ct. App. 1990); Tenn. Code Ann. § 8-6-109; *in re Cardi em CD Antitrust Liti.*, 391 F.3d 812 (6th Cir. 2004); *in re Lora e am Clora e ate Antitrust Liti.*, 205 F.R.D. 369 (D.D.C. 2002); *Connecticut v. Mylan Labs, Inc.*, No. 1:98cv2114, 2001 WL 765466 (D.D.C. Apr. 27, 2001); *Government of Virgin Islands v. and through Encarnacion v. Health West, LLC*, 2023 WL 7214673, at *4 (Superior Ct. V.I. Oct. 31, 2023) (*citin Matheson v. Century Alumina Co.*, 2008 U.S. Dist. LEXIS 90087, at *29 (D.V.I. 2008)); Vermont Stat. Ann. 9 V.S.A. § 2458; Va. Code Ann. §§ 59.1-9.15; Rev. Code Wash. § 19.86.080; *Washington v. Chimein nolu Cor.*, 659 F.3d 842, 847 (9th Cir. 2011); W. Va. Code § 47-18-17; Wis. Stat. Ann. §§ 133.16 – 133.17(1); Wy. Stat. §§ 40–12–105, 40–12–106, 40–12–107, 40–12–112 and 40–12–113; *Alfred L. Sna Son, Inc. v. Puerto Rico*, 458 U.S. 592 (1982).

⁶ See footnote 7, *infra*.

⁷ E.g., Conn. Gen. Stat. §§ 35-34, 35-38, 42-110o, and 42-110m; Alaska Stat. §§ 45.50.576 - .578, 45.50.501, .531, and .537; Arizona State Uniform Antitrust Act, Ariz. Rev. Stat. §§ 44-1407, 44-1408, 44-1528, and 44-1531; Cal. Bus. & Prof. Code §§ 16750, et seq., 17200, et seq., 17500, et seq., 17206, 17536, 17206.1, 16750, 16754, and 16754.5; Cal. Civil Code § 3345; Colo. Rev. Stat. § 6-4-101, et seq.; D.C. Code §§ 28-4507 and 28-4509; Del. Code Ann. tit. 6 § 2101, et seq.; Del. Code Ann. tit. 29, §§ 2520 and 2522; Idaho Code §§ 48-104, 48-108, and 48-112; 740 ILCS 10/1 et seq.; 10/7(1), 7(2), and 7(4); Ind. Code. §§ 24-1-2-5, 24-1-1-2, and § 24-5-0.5-4; Iowa Code §§ 553.12, 553.13, 714.16; Kan. Stat. Ann. §§ 50-103, 50-108, 50-160, 50-161, and 50-162; Ky. Rev. Stat. Ann. 367.110 et seq.; LSA-R.S. 51:1407, and 51:1408; 10 M.R.S. § 1104, 5 M.R.S. § 209; Md. Com. Law Code Ann. § 11-209; MGL c. 93A, § 4; Mich. Comp. Laws § 445.771, et seq. and § 445.901 et. seq.; Minn. Stat. §§ 325D.43, 325D.45, 325D.49, 325D.56, 325D.57, 325D.58, and 325D.66; Minn. Stat. Ch. 8; Miss. Code Ann. §§ 75-24-1, et seq., and 75-21-1 et seq.; Missouri Rev. Stat. §§ 416.011 et seq., 407.010 et seq., 15 CSR 60-8.010 et seq., 15 CSR 60-9.01 et seq.; Neb. Rev. Stat. §§ 59-803, 59-819, 59-821, 59-1608, 59-1609, 59-1614, and 84-212; Nev. Rev. Stat. §§ 598.0963, 598.0973, 598.0999, 598A.160, 598A.170, 598A.200 and 598A.250; N.H. RSA 356:4 et seq.; N.H. RSA 358-A:1 et seq.; N.J.S.A. 56:9-1 et seq.; N.J.S.A. 56:8-1 et seq.; N.M. Stat. Ann. §§ 57-1-3, -7, -8; N.M. Stat. Ann. § 57-12-8, -10, -11; N.Y. Gen. Bus. Law §§ 340-342c; N.Y. Executive Law § 63(12); N.C. Gen. Stat. § 75-1 et seq.; N.D.C.C. §§ 51-08.1-01 et seq. and 51-15-01 et seq.; 4 CMC §§ 5101 et. seq.; 4 CMC §§ 5201 et. seq.; Ohio Rev. Code §

injunctive relief and to recover for the States' Eligible Consumers, State Entities, and Eligible Corporate Entities, on whose behalf they assert claims.

A. T S ' r r A r R r E C r T r S

The States bring claims for monetary relief for Eligible Consumers pursuant to state antitrust and consumer protection laws, which build on the common law doctrine of *parens patriae*. States have long-standing authority to bring *parens patriae* actions. The term *parens patriae* means “parent of the country.” *Alfred L. Sneath Son, Inc. v. Puerto Rico*, 458 U.S. 592, 600, n.8 (1982) (quoting BLACK’S LAW DICTIONARY 1003 (5th ed. 1979)). The doctrine originated under the English common law, which recognized the King as the guardian of “‘all charitable uses in the kingdom.’” *Hawaii v. Standard Oil Co. of Cal.*, 405 U.S. 251, 257 (1972) (quoting 3 William Blackstone, Commentaries, 47-48 (1794)). In *Hawaii v. Standard Oil Co.*, the court affirmed “the right of a State to sue as *parens patriae* to prevent or repair harm to its ‘quasi-sovereign’ interests.” 405 U.S. at 258. The *parens patriae* doctrine has evolved to encompass a wide range of actions to protect the health and safety of a state’s citizens. *See, e.g.,* *Illinois v. Ames*, 426 U.S. 15 (1975) (interstate air pollution); *Illinois v. Interstate Commerce Co.*, 206 U.S. 230 (1907) (interstate air pollution); *Illinois v. Kansas*, 185 U.S. 125 (1902) (water diversion); *Louisiana v. Texas*, 176 U.S. 1 (1899) (communicable disease).

109.81 and Ohio Rev. Code §§ 1331.01 et seq.; 79 O.S. § 201 et seq.; 79 O.S. § 205; ORS 646.760, ORS 646.770, ORS 646.775, and ORS 646.780; 73 P.S. §§ 201-4, 201-4.1, and 201-8 (b); 10 P.R. Laws Ann. §§ 257 et seq.; 32 P.R. Laws Ann. § 3341; R.I. Gen. L. §§ 6-36-1, et. seq.; S.D. Codified Laws Chapters 37-1 and 37-24; Tenn. Code Ann. §§ 47-25-101 et seq.; 11 V.I.C. § 1507; 12A V.I.C. § 328; 9 V.S.A. §§ 2458, 2461 and 2465; Virginia Code Section 59.1-9.15; Wash Rev. Code 19.86.080 and 19.86.140; West Virginia Code § 47-18-1 et seq.; Wis. Stat. §§ 133.03, 133.14, 133.16, 133.17, and 133.18; Wyoming Statutes § 40-12-101 et seq.

State authority to bring a *parens patriae* action for federal antitrust law violations was first recognized by the U.S. Supreme Court in *Illinois v. Wainwright*, 324 U.S. 439 (1945). Since *Illinois v. Wainwright*, federal courts have routinely recognized the right of state attorneys general to bring *parens patriae* actions to redress consumer deception and antitrust violations.⁸ States have, and have used, *parens patriae* authority to recover monetary damages for consumers for antitrust violations. *E.g.*, 15 U.S.C. § 15c; *In re Electronic Book Antitrust Litig.*, 14 F. Supp. 3d 525, 531 (S.D.N.Y. 2014). States have built on federal *parens patriae* authority with state law, including the provisions exercised here. Those state laws are sometimes constitutional, statutory (including both competition-specific statutes and general statutes that apply to competition issues), common law, and case law.⁹ The States are enforcing those laws here to fill gaps in federal law and otherwise strive to further the public interest.

. F d D r r C d R C

Parens patriae claims differ from Rule 23 class action claims substantively and procedurally, and *parens patriae* actions are not directly governed by Rule 23 of the Federal Rules of Civil Procedure. *Purdue Pharma L.P. v. Kentucky*, 704 F.3d 208, 217 (2d Cir. 2013). While *parens patriae* authority derives from the states' interests as sovereigns, *Illinois v. Wainwright*, 324 U.S. at 449, class action representation is developed to more efficiently and effectively manage private litigation asserting claims for many businesses or consumers. *See American Pipe Const. Co.*

⁸ *See, e.g., In re Electronic Book Antitrust Litig.*, 2014 WL 3798764 (S.D.N.Y. Aug. 1, 2014) (conspiracy to raise eBook prices); *New York v. Lee Okant Ltd.*, 903 F. Supp. 532, 535 (S.D.N.Y. 1995), *aff'd*, 96 F.3d 44 (2d Cir. 1996) (conspiracy to fix, raise, maintain, or stabilize retail prices of shoes); *In re Mid-Atlantic Toyota Antitrust Litig.*, 541 F. Supp. 62 (D. Md. 1981) (alleged conspiracy to fix artificially high price for "polyglycoat" finish applied to certain automobiles); *California v. Infineon Technologies AG*, 531 F.Supp.2d 1124 (N.D. Cal 2007) (alleged horizontal price-fixing conspiracy in market for dynamic random access memory (DRAM)).

⁹ *See* footnotes 5 and 7, *supra*.

. *tah*, 414 U.S. 538, 553 (1974). Because of its sovereign nature and political accountability, *arens patriae* authority is exercised as soon as a state attorney general files an action. In contrast, representation by class counsel under Rule 23 requires court appointment and class certification, even in the settlement context. Fed. R. Civ. P. 23. Additionally, a class action requires the ascertainability of class members. Fed. R. Civ. P. 23(b)(3).

V. ARGUMENT

Preliminary approval of the Settlement is warranted and appropriate based on the substantive terms of the Settlement and the process by which the Settlement was negotiated.

A. Standard for Preliminary Approval of Settlement

Parens patriae settlements will be approved if they are fair, reasonable, and adequate. *State of N.Y. by acco . ee ok ntern. Ltd.*, 903 F. Supp. 532, 535 (S.D.N.Y. 1995). Although states' *arens patriae* actions are distinct from class actions, courts in this circuit and elsewhere generally look to the standards used in approving class action settlements when evaluating what a *arens patriae* settlement delivers. *See d. n re oys s Antitrust Liti .*, 191 F.R.D. 347, 351 (E.D.N.Y. 2000); *New York . Salton, nc.*, 265 F. Supp. 2d 310, 313 (S.D.N.Y. 2003); *New York . Nintendo of Am. nc.*, 775 F.Supp. 676, 680 (S.D.N.Y. 1991). The *arens patriae* settlement approval process generally applies a two-step approach: (1) preliminary approval and (2) final approval. *See n re SE onds Antitrust Liti ation*, 414 F. Supp. 3d 686, 691-92 (S.D.N.Y. 2019); *n re Payment Card nterchan e ee and Merchant Discount Antitrust Liti .*, 330 F.R.D. 11, 28 (E.D.N.Y. 2019).

The preliminary approval process is governed by a “likelihood standard,” requiring the Court to assess whether the parties have shown that “the court be able to grant final

approval....” *in re Payment Card*, 330 F.R.D. at 28 n.21 (emphasis in original). Preliminary approval of a settlement “is at most a determination that there is what might be termed ‘probable cause’ to submit the proposal to ... [consumers] and hold a full-scale hearing as to its fairness.” *Menkes v. Stolt Nielsen S.A.*, 270 F.R.D. 80, 101 (D. Conn. 2010) (citing *in re Traffic Executive Association Eastern Railroads*, 627 F.2d 631, 634 (2d Cir.1980)). “Because Rule 23(e)(2) sets forth the factors that a court must consider when weighing *final* approval, it follows that courts must assess at the preliminary approval stage whether the parties have shown that the court will *likely* find that the factors weigh in favor of final settlement approval.” *in re Payment Card*, 330 F.R.D. at 28.

. T S M S d rd r Pr r A r

The Settlement satisfies the standard for preliminary approval because the Court *will likely* be able to grant final approval of the Settlement. *See su ra, See, e. ., in re Toys R Us Antitrust Liti .*, 191 F.R.D. at 351; *New York v. Salton, Inc.*, 265 F. Supp. 2d at 313; *State of New York v. Lockheed Martin, Ltd.*, 903 F. Supp at 535; *New York v. Nintendo of Am. Inc.*, 775 F.Supp. at 680. Final approval of a class action settlement requires courts to consider whether:

- A. the class representatives and class counsel have adequately represented the class;
- B. the proposal was negotiated at arm's length;
- C. the relief provided for the class is adequate, taking into account:
 - i. the costs, risks, and delay of trial and appeal;
 - ii. the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, if required;
 - 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.

F. R. Civ. P 23(e)(2). “Paragraphs (A) and (B) constitute the ‘procedural’ analysis factors and examine ‘the conduct of the litigation and of the negotiations leading up to the proposed settlement.’” *in re Payment Card*, 330 F.R.D. at 29 (quoting Fed. R. Civ. P. 23 advisory

committee's note to 2018 amendment). “Paragraphs (C) and (D) constitute the ‘substantive’ analysis factors and examine ‘[t]he relief that the settlement is expected to provide’” *d.* In the Second Circuit, the Rule 23(e)(2) factors are supplemented by the factors set forth in *City of Detroit v. Rinnell Corp.*, 495 F.2d 448 (2d Cir. 1974), when determining whether the Court will likely find that a settlement is fair, reasonable, and adequate, thus warranting preliminary approval. *d.*; *in re SE Bonds*, 414 F. Supp. 3d at 692. *Rinnell* sets forth nine factors that are referred to as the *Rinnell* factors:

- (1) the complexity, expense and likely duration of the litigation;
- (2) the reaction of the class to the settlement;
- (3) the stage of the proceedings and the amount of discovery completed;
- (4) the risks of establishing liability;
- (5) the risks of establishing damages;
- (6) the risks of maintaining the class action through the trial;
- (7) the ability of the defendants to withstand a greater judgment;
- (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and
- (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

495 F.2d at 463 (citations omitted). The States will address both sets of factors.

1. Procedural Analysis Factors Support Preliminary Approval

The initial determination of fairness, often called “procedural fairness,” focuses on the settlement process itself. Fed. R. Civ. P. 23(e)(2). *See, e.g., in re SE Bonds*, 414 F. Supp. 3d at 693; *Ewert v. Nassau County*, No. CV 05-5445 (AKT), 2011 WL 6826121, at *7 (E.D.N.Y. Dec. 22, 2011); *Du ler v. Costco Wholesale Corp.*, 705 F. Supp. 2d 231, 238-39 (E.D.N.Y. 2010). Because the Settlement was negotiated at arm’s length by experienced litigators and is the result of a good-faith and procedurally fair process, the procedural factors support preliminary approval of the Settlement.

i. The States Have Adequately – and Zealously – Represented Eligible Consumers

This first procedural factor requiring adequate representation of the class is not directly applicable to a settlement in a *parens* action brought by the States in the public interest. *See, e.g., State of New York v. Beech International, Ltd.*, 96 F.3d 44,48 (2d Cir. 1996) (noting Attorneys General in *parens* actions are motivated by concern for the public interest). Nonetheless, the States have vigorously represented the interests of their citizens in the States’ Actions for more than nine years. States’ Decl. ¶ 11. The States have engaged in extensive discovery and motion practice, zealous prosecution of the States’ Actions, and settlement negotiations to obtain a favorable settlement. *d.* The States represent forty-three (43) U.S jurisdictions whose interests are aligned in enforcing federal and state laws and vigorously pursuing remedies for their states, their Eligible Consumers, State Entities, and Corporate Entities. *d.* at ¶ 9.

ii. The Settlement Was Negotiated at Arm’s Length by Experienced Counsel

The Settlement was “reached through arm’s-length negotiations between experienced, capable counsel knowledgeable in complex ... litigation” and “enjoys a presumption of fairness.” *In re SE Bonds*, 414 F.Supp.3d at 693 (quoting *In re Austrian German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 173-74 (S.D.N.Y. 2000), *aff’d sub nom., D Amato v. Deutsche Bank*, 236 F.3d 78 (2d Cir. 2001)); *State of New York v. Beech International, Ltd.*, 903 F. Supp. at 535. Attorneys representing the parties to the Settlement are experienced and well-informed and the parties utilized an experienced mediator familiar with the proceedings in the States’ Actions and the MDL in negotiating the Settlement. Sandoz’s counsel have significant expertise in complex antitrust litigation. The Assistant Attorneys General in the offices of the Attorneys General for Connecticut, New York, Pennsylvania, and Kansas, who negotiated the Settlement, individually and collectively, also have extensive experience with antitrust investigations and

litigation. States' Decl. ¶ 13. "The Attorneys General have extensive experience in complex antitrust cases brought under their *parens patriae* powers." *New York v. Nintendo of Am., Inc.*, 775 F.Supp. at 680. Indeed, this action is part of a long and successful tradition of multistate litigation by State Attorneys General.¹⁰

Courts can place special weight on a settlement being negotiated by government attorneys committed to protecting the public interest. *Wellman v. Dickinson*, 497 F. Supp. 824, 830 (S.D.N.Y. 1980), *aff'd*, 682 F.2d 355 (2d Cir. 1982). The participation of the States' Attorneys General in the negotiation of the Settlement furnishes extra assurance that Eligible Consumers' interests are protected. *In re Toys 'R Us Antitrust Litig.*, 191 F.R.D. at 351. The motivating factor in the States' Actions is the enforcement of antitrust laws by the States acting as *parens patriae* for their citizens. *See New York v. Lee Ok*, 96 F.3d at 48. The States negotiated at arm's length with Defendants while actively litigating, and the States' forty-three (43) Attorneys General have approved the Settlement on behalf of their states, their Eligible Consumers, State Entities, and Eligible Corporate Entities, for whom they assert claims. States' Decl. ¶¶ 9, 13; Exhibit 1.

¹⁰ *See, e.g., California v. A.C. Am. Cor.*, 490 U.S. 93 (1989); *Artford v. In re ns. v. California*, 509 U.S. 764 (1993); *In re Panasonic Consumer Elect. Prod.*, 1989-1 Trade Cas. (CCH) ¶ 68, 613 (CCH), 1989 WL 63240, (S.D.N.Y. June 5, 1989); *Colorado v. Airline Tariff Publ's Co.*, 1995-2 Trade Cas. (CCH) ¶ 71,231, 1995 WL 792070 (D.D.C. May 10, 1995); *In re Mid Atl. Toyota Antitrust Litig.*, 440 F. Supp. 440 (D.Md.1984); *State of New York v. Lee Ok International, Ltd.*, 96 F.3d 44 (2d Cir. 1996); *In re Electronic Book Antitrust Litig.*, 2014 WL 3798764 (S.D.N.Y. Aug. 1, 2014); *In re Coordinated Pretrial Proceedings in Antitrust Actions*, 410 F. Supp. 706 (D. Minn.1975); *S. v. A. le nc.*, 952 F.Supp.2d 638 (S.D.N.Y. 2013); *In re Compact Disk Minimum Advertised Price Antitrust Litig.*, 216 F.R.D. 197 (D. Me. 2003); *State of New York, et al. v. Ce halon, nc.*, No. 16-4234 (E.D. Pa. 2016); *State of Wisconsin, et al. v. ndior nc., et al.*, 16-cv-5073 (E.D. Pa. 2016); *See also, State of Utah et al. v. oo le LLC et al.*, Case No. 3:21-cv-05227-JD (N.D. Cal.).

iii. The States Have Obtained a Sufficient Understanding of the Case

The States were well informed about the issues in this matter and the strengths and weaknesses of the States' Actions when they negotiated the Settlement with Sandoz. States' Decl. ¶¶ 11-14. The third *rinnell* factor requires the Court to consider the stage of the proceedings and amount of discovery completed. *in re SE onds*, 414 F. Supp. 3d at 699. "The relevant inquiry 'is whether the plaintiffs have obtained a sufficient understanding of the case to gauge the strengths and weaknesses of their claims and the adequacy of the settlement.'" *d. (uotin n re A L ime arner, nc.*, No. 02 Civ. 5575 (SWK), 2006 WL 903236, at *10 (S.D.N.Y. Apr. 6, 2006)). The State of Connecticut has been investigating some claims since July 2014, and most States have been litigating some of the claims in the States' Actions since December 2016. The lengthy and extensive litigation has provided an excellent foundation to understand the facts and legal issues, as have this Court's and the MDL Court's opinions and orders. The States understand what Eligible Consumers, State Entities, and Corporate Entities have overpaid for the Drugs at Issue manufactured by Sandoz and the Other Defendants as a result of the conduct alleged in the States' Actions, based on data provided by state Medicaid agencies, third parties, Other Defendants in the States' Actions and other defendants in the MDL, and expert analysis and reports. The States' investigation and litigation work over the past ten years, including expert discovery and recent summary judgment briefings, has allowed them to obtain an excellent understanding of the case. States' Decl. ¶11. In summary, because the Settlement was the product of arm's-length negotiations between informed and experienced counsel and was reached after a lengthy investigation and litigation, the procedural factors weigh in favor of preliminary approval.

2. Substantive Analysis Factors Support Preliminary Approval

The second set of Rule 23(e) factors focuses on the substantive terms of the Settlement and the relief that the Settlement is expected to provide. Fed. R. Civ. P. 23(e)(2); *n re Payment Card*, 330 F.R.D. at 29. This inquiry overlaps significantly with several *rinnell* factors, which help guide the Court’s application of Rule 23(e)(2)(C). *n re SE onds*, 414 F. Supp. 3d at 693 (citing *n re Payment Card*, 330 F.R.D. at 36). The substantive factors weigh in favor of preliminary approval because the Settlement provides substantial and guaranteed recovery for Eligible Consumers, State Entities, and Eligible Corporate Entities, and that recovery is fair, reasonable, and adequate given the litigation risks. States’ Decl. ¶ 27.

Rule 23(e)(2)(C) requires the Court to examine whether the “relief ... 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; (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).” Further, *rinnell* factors eight (“the range of reasonableness of the settlement in light of the best possible recovery”), and nine (“the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation”) are often considered together. *n re SE onds*, 414 F. Supp. 3d at 696 (quoting *n re Payment Card*, 330 F.R.D. at 47-48).

i. The Settlement Provides Adequate Relief

When assessing the adequacy of a settlement, courts may need to forecast the likely range of possible recoveries and the likelihood of success in obtaining such results. *n re SE onds*, 414 F. Supp. 3d at 693 (citing *n re Payment Card*, 330 F.R.D. at 36). The Court’s task is to weigh the settlement figure against the amount of likely recovery. *New York v. Lee ok*, 96 F.3d

at 49. Courts have held that “[t]he proper measure of damages in a suit concerning a price-fixing conspiracy is ‘the difference between the prices actually paid and the prices that would have been paid absent the conspiracy.’” *In re Electronic Books Antitrust Litigation*, 2014 WL 1282293 at *16 (S.D.N.Y., March 28, 2014) (quoting *New York v. Hendrickson Bros., Inc.*, 840 F.2d 1065, 1077 (2d Cir.1988)). Further, monetary relief in antitrust cases “are rarely susceptible of the kind of concrete, detailed proof of injury which is available in other contexts.” *Peruett Payne Co., Inc. v. Chrysler Motors Corp.*, 451 U.S. 557, 565, 101 S. Ct. 1923, 68 L.Ed.2d 442 (1981) (quoting *Lowell v. Pictures, Inc.*, 327 U.S. 251, 264 (1946)).

The States have obtained information and data through investigation and discovery and through analysis provided by the States’ experts in *Connecticut et al. v. Sandoz, Inc., et al.*, 3:20-cv-00802 (“Dermatology Action”). Accordingly, the States estimate that Sandoz’s total potential disgorgement liability, inclusive of prejudgment interest, for the plaintiffs in the Dermatology Action, may be as high as two billion seven hundred million dollars (\$2,700,000,000),¹¹ and that potential damages, on behalf of States that brought damages claims in the States’ Actions, may be close to five hundred million dollars (\$500,000,000).¹² The Settlement of four hundred million dollars (\$400,000,000) recovers a significant portion of Sandoz’s potential consumer damages liability and represents a substantial portion of Sandoz’s total potential disgorgement liability. Given that the Total Settlement Amount is significant considering the case complexity and litigation risk, it is, therefore, reasonable, adequate, and within the range of possible approval for purposes of the preliminary approval analysis. *See, e.g., In re SE Bonds*, 414 F. Supp. 3d at 697;

¹¹ See Reply Report of Frederick Warren-Boulton, Ph.D. (August 26, 2024), Table 21, page 141.

¹² See Reply Report of Hal J. Singer, Ph.D. (August 26, 2024) Appendix 7, table 3, page 114.

n re Currency Conversion et al. Antitrust Lit., No. 01 MDL 1409, 2006 WL 3247396, at *6 (S.D.N.Y. Nov. 8, 2006).

In addition to monetary relief, the Settlement provides valuable relief through Sandoz's commitments, including maintaining a compliance program, a Chief Compliance Officer, and antitrust training, and providing compliance reporting to the States. *See* Settlement ¶ XII.

ii. The Cooperation from Sandoz Adds Value to the Settlement

Further value is added to the Settlement through Sandoz's agreement to provide cooperation to the States in the ongoing litigation against Other Defendants. *See n re SE onds*, 414 F. Supp. 3d at 697; Settlement ¶ XIII. Successful litigation against Sandoz's co-defendants will increase the likelihood of further recovery and additional value to the States, Eligible Consumers, State Entities, and Corporate Entities on whose behalf the States assert claims. Related to this is the seventh *rinnell* factor, a defendant's ability to withstand a greater judgment. Even if it is determined that Sandoz could withstand a greater judgment, "courts have noted that a defendant's cooperation 'tends to offset the fact that they would be able to withstand a larger judgment.'" *n re SE onds*, 414 F. Supp. 3d at 694 (quoting *n re Pressure Sensitive Labels Antitrust Lit.*, 584 F. Supp. 2d 697, 702 (M.D. Pa. 2008)).

Sandoz's covenant to reasonably cooperate in this litigation confers substantial value that supports preliminary approval. *See, e. g., n re Air Car o Shi in Ser s. Antitrust Lit.*, 2009 WL 3077396 at *9 (E.D.N.Y. Sept. 25, 2009) ("the agreement to cooperate with the plaintiffs ... adds significant value"); *n re SE onds*, 2019 WL 6842332 at *4 (S.D.N.Y. Dec. 16, 2019) ("this cooperation ... nonetheless provides some additional value to the GS settlement"); *n re Packaged et al. Antitrust Lit.*, 2010 WL 3070161 at *6 (E.D. Mich. Aug 2, 2010) (where "there is the potential for a significant benefit ... in the form of cooperation on the part of the settling Defendant, this Court is reluctant to refuse to consider the very preliminary approval that will

trigger that cooperation”). By committing to provide reasonable cooperation to assist the States in litigating their claims against the other Defendants in the States’ Actions, Sandoz provides meaningful added value to the States and the Settlement.

iii. The Settlement Is Reasonable Considering the Costs, Risks, and Delay of Trial and Appeal

When evaluating the adequacy of the Settlement, the Court should compare the Total Settlement Amount and the full estimated damages, in light of the risks of litigation, which determine the likelihood of recovery. As the risks of litigation increase, the range of reasonableness correspondingly decreases. *In re Cendant Corp. Derivative Action Litig.*, 232 F. Supp. 2d 327, 336 (D.N.J. 2002). This analysis overlaps significantly with *Rinnell* factors 1, 4, 5, and 6, which include: the complexity, expense, and likely duration of the litigation (factor 1); the risks of establishing liability (factor 4); the risks of establishing damages (factor 5); and the risks of maintaining the class action through the trial (factor 6). *Rinnell*, 495 F.2d at 463.

A settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution. *Milstein v. Warner*, 57 F.R.D. 515, 524-25 (S.D.N.Y.1972). The Settlement’s substantial and guaranteed recovery for the States, Eligible Corporate Entities, Eligible Consumers, and State Entities is fair, reasonable, and adequate given the risks inherent in any litigation and, more particularly, in a complex antitrust case such as this matter. In addition to analyzing purchases of Sandoz’s Drugs at Issue and the damages analysis contained in expert reports submitted in the States’ Actions, the States have gathered information necessary to adequately assess their risks of litigation in this matter.

The States have done significant investigation and litigation work to support their belief in their claims, but litigation always includes risks. Antitrust cases “‘are complicated, lengthy, and bitterly fought,’... as well as costly.” *In re SE Bonds*, 414 F.Supp.3d at 697 (quoting *Al*

Mart Stores, Inc., et al. v. S.A., Inc., 396 F.3d 96, 118 (2d Cir. 2005)); *See also In re Vitamin C Antitrust Lit.*, No. 06-MD-1738 (BMC), 2012 WL 5289514, at *4 (E.D.N.Y. Oct. 23, 2012). This litigation, which, in addition to federal law claims, also includes state law claims for thirty-seven sovereign states,¹³ is no exception, particularly given the number of parties, drugs, and alleged conspiracies and the fact that the litigation against Sandoz has been ongoing for nine years. *See In re Sandoz*, 414 F.Supp.3d at 693. The States' Actions will involve multiple trials, which will be lengthy and complex because of the nationwide scope of the alleged activities and have already required lengthy and expensive discovery. *See New York v. Sandoz*, 903 F. Supp. at 536. "Courts favor settlement when litigation is likely to be complex, expensive, or drawn out." *In re Sandoz*, 414 F.Supp.3d at 693.

Litigating the claims and defenses in this case would necessarily entail some risk with respect to establishing liability and proving damages or other relief sought. "[A]s to liability, establishing the existence and extent of a conspiracy will necessarily be a complex task, and many of the hurdles that plaintiffs have overcome at the pleading stage will raise substantially more difficult issues at the proof stage." *In re Lantana Used in Instruments Antitrust Lit.*, 327 F.R.D. 483, 494 (S.D.N.Y. 2018) ("Lantana"). Proving violations of antitrust laws is no mean feat, and even if that feat is accomplished, proving remedies and damages is just as difficult. *See Lantana*, 327 F.R.D. at 494 (plaintiffs' damages models would "unquestionably be challenged and perhaps subject to further *Daubert* motions"); *In re Sandoz*, 414 F. Supp. 3d at 697 (even if they prove liability, plaintiffs will still face the difficulties inherent in proving damages). At trial,

¹³ The States bring claims under the laws of Connecticut, Alaska, Arizona, California, Colorado, District of Columbia, Delaware, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Tennessee, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

proof of damages, disgorgement, restitution, and civil penalties would likely be a complex task involving a “battle of the experts.” *In re Nasdaq Mkt. Makers Antitrust Litig.*, 187 F.R.D. 465, 476 (S.D.N.Y. 1998); *See Chatelain v. Prudential Insurance Co.*, 805 F. Supp. 209, 213 (S.D.N.Y. 1992) (complex issue of establishing damages would require battle of the experts).

This litigation has been ongoing for more than nine years, and considering the risks, costs, and delays involved in an antitrust case of this magnitude, the opportunity for guaranteed relief weighs heavily in favor of approving the Settlement. *See In re Sandoz*, 414 F. Supp. 3d at 694 (court should balance immediacy and certainty of recovery against the continued risk of litigation). Recognizing the cooperation that Sandoz has agreed to provide, the increased likelihood of settlements with Other Defendants, the risks of litigation, and the time value of money, the States believe that the four-hundred-million-dollar (\$400,000,000) Settlement with Sandoz is fair, reasonable and adequate.

iv. The Monetary Payment to the States is Fair and Reasonable and the Settlement Does Not Contain Any Additional Agreement that Affects the Fairness of the Settlement

The Court must also consider the terms of any proposed award of attorney fees, including timing of payment, and any agreement required to be identified under Rule 23(e)(3). Fed. R. Civ. P. 23(e)(2)(C). The Settlement provides that approximately 30% of the Total Settlement Amount, which equals one hundred nineteen million nine hundred ninety-nine thousand nine hundred ninety-nine dollars, and seventy-five cents (\$119,999,999.75), be placed in a Costs Account for use in paying for the expenses of the Notice Plan and administration, and upon final approval of the Settlement, for costs of litigating the States’ claims both collectively or individually, including to reimburse the States for attorney fees. Settlement ¶ I.D.D. Further, to the extent that the funds in the Costs Account are not needed to offset costs of the States litigating in the States’ Actions, any remaining funds may be used by the States as set forth in paragraph I.E of the Settlement.

The Costs Account represents statutorily authorized recovery and enforcement remedies, including the States’ costs and expenses of settlement administration, the costs, expenses, and attorney fees incurred by the States in investigating and litigating the States’ Actions, and other monetary recovery or remedies the States may be entitled to pursuant to state law.¹⁴ This payment to the States is fair and reasonable under the circumstances. The States have not entered into any related agreements that affect the fairness of the Settlement.

iv. An Allocation and Distribution Plan Is Currently Pending Before the Court

The States submitted Plaintiff States’ Motion for Preliminary Approval of an Allocation and Distribution Plan for Consumer Restitution Funds (“Allocation and Distribution Plan”) on August 3, 2026, and the Court granted preliminary approval of the Allocation and Distribution Plan on September 8, 2026. ECF Nos. 1014, 1034 (3:16-cv-02056-MPS), 971, 992 (3:19-cv-00710-MPS), and 1472, 1510 (3:20-cv-00802-MPS). The States are requesting that the share of the Total Settlement Amount allocated to Consumer Restitution Funds be placed in Escrow and allocated and distributed in accordance with the States’ Allocation and Distribution Plan and as further approved by the Court. As set forth in the Plaintiff States’ Motion for Preliminary Approval of an Allocation and Distribution Plan for Consumer Restitution Funds, the States believe the proposed Allocation and Distribution Plan is fair, adequate, and reasonable under the circumstances.

In summary, the factors set forth in Rule 23(e)(2), together with the *rinnell* factors, demonstrate that the Settlement is fair, reasonable, and adequate, under the circumstances of this case, and that preliminary approval of the Settlement is warranted.

¹⁴ See footnote 7, *su ra*.

VI. HUNTINGTON BANK AS ESCROW AGENT

Pursuant to the Settlement, Sandoz will pay the aggregate sum of four hundred million dollars (\$400,000,000) (the “Total Settlement Amount”) to the States over seven (7) years. Settlement ¶ II. Sandoz’s payments will be deposited directly into escrow with Huntington Bank and will accrue interest. States’ Decl. ¶ 16. The States shall hold the payments in escrow pending final Court approval of a distribution. Settlement ¶¶ I.E, I.N, I.Y, IV, V. Subject to Court approval, a state escrow (a “State Escrow”) will be established at the Huntington National Bank (“Huntington Bank” and “Escrow Agent”) pursuant to an Escrow Agreement dated September 12, 2024 (the “Escrow Agreement”). *d.* ¶ I.E. Huntington Bank is well qualified to serve as the Escrow Agent, already serving in this role in previous settlements in the States’ Actions and having regularly served in that role in many other *arens aetriae* or class action settlements. States’ Decl. ¶ 17. Therefore, the States request that the Court appoint Huntington Bank to serve as Escrow Agent for the purpose of administering the State Escrow holding the Total Settlement Amount.

VII. THE CONSUMER NOTICE PLAN

The States seek the Court’s approval of the proposed Notice Plan set forth in the declaration of Tiffany Janowicz filed herewith. There are no rigid rules for determining whether a settlement notice satisfies constitutional requirements. *Charron v. Pinnacle Resources, Inc. N.Y. LLC*, 874 F.Supp.2d 179, 191 (S.D.N.Y. 2012), *aff’d sub nom. Charron*, 731 F.3d 241 (2d Cir. 2013). “The standard for the adequacy of a settlement notice in a class action under either the Due Process Clause or the Federal Rules is measured by reasonableness.” *ikes Wholesale, Inc. v. S.C. Bank SA, N.A.*, 62 F.4th 704, 727 (2d Cir. 2023) (citing, *al Mart Stores*, 396 F.3d at 113–14). “[N]otice must fairly apprise the prospective members of the class of the terms of the proposed settlement and of the

options that are open to them in connection with the proceedings.” *al Mart Stores*, 396 F.3d at 114 (citation and internal quotation marks omitted).

To ensure compliance with notice requirements under the Settlement, as well as state and federal laws, the States have retained Rust Consulting, Inc (“Rust”), a nationally recognized notice and administration company specializing in the design and implementation of notice and administration programs of all sizes and types in class action settlements and similar matters. *See* Declaration of Tiffaney A. Janowicz (“Janowicz Decl.”) at ¶¶ 2-4 and Exhibit A and B. Rust has extensive experience in state and federal class and *arens aetiae* actions. *d.*

Relying on the noticing efforts undertaken by the States for the previous settlements in the States’ Actions with Heritage, Apotex, Bausch, Lannett, and Glenmark which provided notice about the previous settlements, the litigation, and all the defendants and Drugs at Issue, the States propose to take the following actions to effectuate notice to Eligible Consumers:

First, on October 30, 2024, Rust established a website at www.AGGenericDrugs.com. The website informs Eligible Consumers about the litigation and settlements, including basic information about Eligible Consumers’ rights and options concerning the Settlement, shares helpful documents, and lists “FAQs” to several expected questions Eligible Consumers are likely to have. Janowicz Decl. at ¶ 10 Exhibit E. The website also includes a toll-free telephone number and email address where Eligible Consumers can seek additional information. Janowicz Decl. at ¶ 10. The home page on the website will be modified to include overviews of the Sandoz Settlement along with the Eligible Consumers’ options and relevant deadlines (when available). Janowicz Decl. at ¶ 11. Separate links for documents relating to the Sandoz Settlement will be added to the website’s documents page. *d.* All documents will be organized by settlement with the settlement name in the link to minimize consumer confusion. *d.* The website makes clear that

Eligible Consumers need only register *once* to receive future information about the States' litigation(s) and receive a claim form when available. *d.*

The States have drafted a clear, one-page notice ("Short Form Notice") that informs Eligible Consumers of the Settlement and the litigation, helps Eligible Consumers determine whether they may be eligible to participate under the Settlement, provides a means by which Eligible Consumers can register to obtain additional information about the litigation and claims process, and explains the manner and effect of opting out or objecting to the Settlement. Janowicz Decl. at ¶ 10; Exhibit D. The States will also provide a much longer and more detailed notice ("Long Form Notice"), available on the website and mailed to Eligible Consumers upon request. Janowicz Decl. at ¶ 10; Exhibit C. The Long Form Notice will include additional information about the Settlement. *d.* The website also has a form allowing Eligible Consumers to register to obtain future information about how to file a claim seeking payment (if eligible) and a form for Eligible Consumers seeking to be excluded from the Settlement. *d. See also* AGGenericDrugs.com

Second, from the time the first settlement in the States' Actions was announced, Rust has been collecting registrations through the settlement website, by telephone, and by mail. Janowicz Decl. at ¶ 12. When possible, Rust will send direct notice to registered Eligible Consumers by emailing the Short Form Notice to Eligible Consumers who registered to receive updates concerning the case status. *d.* For those Eligible Consumers who did not provide an email address with their registration, Rust will mail the Long Form Notice. *d.* A note will accompany both types of notices to let Eligible Consumers know that the notice is being sent as a result of their registration, and they do not need to register again to receive future updates. *d.*

Third, an earned media program will be implemented that includes press releases issued by the States that provide opportunities for Eligible Consumers to receive information on the

Settlement through traditional media, such as television, radio and newspapers, as well as digital advertising. Janowicz Decl. at ¶ 13. Additionally, the language of the Short Form Notice will be distributed through PR Newswire’s US1 Newswire as a nationwide press release across the U.S. reaching approximately 14,500 websites, media outlets, and journalists *d.* The distribution includes a SocialBoost widget enabling seamless sharing to major platforms (X/Twitter, Facebook, Instagram, LinkedIn, and WhatsApp). Each button shares an optimized preview including the content link, an image, headline, and suggested social post copy. *d.*

The objectives of the proposed Notice Plan are to provide reasonable notice to Eligible Consumers who purchased one of the generic drugs specified in the States’ Actions; provide Eligible Consumers with opportunities to learn about the Settlement and act upon their rights; and ensure that Eligible Consumers will be exposed to, see, review, and understand the notices. Janowicz Decl. at ¶ 6. The Notice Plan builds on notice efforts undertaken by the States for previous settlements in this litigation. Janowicz Decl. at ¶ 8. The Notice Plan will “fairly, accurately, and neutrally describe the claims and parties in the litigation, the terms of the proposed settlement, and the identity of persons entitled to participate in it,” as well as apprising affected Eligible Consumers of their options regarding the proposed Settlement. *in re Marsh E SA Liti .*, 265 F.R.D. 128, 145 (S.D.N.Y. 2010) (*citin* , *oe . Cuomo*, 700 F. Supp. 107, 113 (E.D.N.Y. 1988), *aff d*, 892 F.2d 196 (2d Cir. 1989)); *al Mart Stores*, 396 F.3d at 114. The States believe the Notice Plan provides reasonable notice to Eligible Consumers under the circumstances. The States propose that notice shall begin within seven (7) days of preliminary approval and provide a deadline of seventy-seven (77) days from the date of the order of preliminary approval for Eligible Consumers to opt out of, comment on, or object to the Settlement. The States request that this

Court approve the Notice Plan, and order that notice commence within seven (7) days after the entry of the Preliminary Approval order.

VIII. NOTICE TO ELIGIBLE CORPORATE ENTITIES

Under the terms of the Settlement, the attorneys general of Idaho and Washington are settling and releasing claims for corporate entities on whose behalf those attorneys general have exclusive claims (“Eligible Corporate Entities”). Under Idaho and Washington state law, only the attorney general may bring antitrust claims for monetary relief on behalf of persons (which includes Eligible Corporate Entities) who are injured indirectly. *See* Idaho Code §§ 48-108(2), 48-113(1); Wash. Rev. Code 19.86.080. The Settlement provides that the States shall provide notice to Eligible Corporate Entities of their rights to comment on or to exclude themselves from the States’ Actions and the Settlement.¹⁵ *See* Settlement ¶¶ VII.F, I.S. The States propose to give notice to Eligible Corporate Entities in Idaho through a press release issued by the Idaho Attorney General. States’ Decl. at ¶ 25. Considering that Eligible Corporate Entities in Idaho that are injured indirectly do not have a private right of action for their indirect injuries, notice through a press release constitutes sufficient notice. Further, Rust will establish a subpage on the website [www.AGGenericDrugs.com](https://www.aggenericdrugs.com/English/CorporateEntities) at <https://www.aggenericdrugs.com/English/CorporateEntities> where Eligible Corporate Entities in Idaho and Washington can obtain information about the Settlement and register to obtain additional and future information about the litigation and a future

¹⁵ *See* Idaho Code § 48-108(2)(b), (2)(c), (3). Although Washington also asserts an exclusive claim on behalf of Eligible Corporate Entities in the States’ Actions, Washington law does not provide a right to exclusion from a settlement for Eligible Corporate Entities. *See* Wash. Rev. Code 19.86.080. While Washington law does not require notice, Washington will still give notice to Eligible Corporate Entities in Washington through a press release issued by the Washington Attorney General.

claims process. Janowicz Decl. at ¶ 18. Finally, the website will provide Eligible Corporate Entities in Idaho an opportunity to exclude themselves from the Settlement. *d.*

I . ALLOCATION AND DISTRIBUTION OF TOTAL SETTLEMENT AMOUNT

The States seek preliminary approval of the allocation and distribution of parts of the Total Settlement Amount received in the States' Actions, including approval of (A) allocation of Total Settlement Amount between restitution and costs and the distribution to the States of funds allocated to costs, (B) allocation of restitution funds between Eligible Consumers and State Entities and the distribution to the States of funds allocated to State Entities, (C) allocation of Consumer Restitution Funds according to the Allocation and Distribution Plan preliminarily approved by the Court on September 8, 2026; and (D) a deferral of the allocation and distribution of the Corporate Entity Payment. The approval of a plan of distribution is within the discretion of the Court. *n re Chicken Antitrust Litig.*, 669 F.2d 228, 238 (5th Cir. 1982) *est. in re Chas. Pfizer & Co., Inc.*, 440 F.2d 1079, 1085 (2d Cir. 1971); *White v. National Football League*, 822 F. Supp. 1389, 1417 (D. Minn. 1993). The standard for judicial approval of a settlement agreement, that requires a finding that the settlement is fair, adequate and reasonable, "applies with as much force to the review of the allocation agreement as it does to the review of the overall settlement between plaintiffs and defendants." *n re Chicken*, 669 F.2d at 238; *see also n re Citric Acid Antitrust Litig.*, 145 F. Supp. 2d 1152, 1154 (N.D.Cal.2001) (approving a plan for the allocation of a class settlement fund is governed by the same legal standards that apply to approving the settlement terms: the distribution plan must be "fair, reasonable and adequate").

A. Allocation of Settlement Proceeds and Distribution of Corporate Entity Payment

The Settlement provides that approximately 70% of the Total Settlement Amount shall be allocated and held in the State Escrow for later distribution to victims of the anticompetitive acts

alleged by the States, namely Eligible Corporate Entities, Eligible Consumers, and State Entities (“Restitution Account”). Settlement ¶¶ I.Y, I.DD, IV. Further, approximately 30% of the Total Settlement Amount shall be held in escrow and used to pay for settlement notice and administration costs and, upon final approval of the Settlement Agreement, for costs of litigating the States’ claims, including attorney fees (“Costs Account”). Settlement ¶¶ I.E, I.DD, IV. The States request that the Court grant preliminary approval of the proposed 70/30 percentage allocation of Total Settlement Amount between the Restitution Account and Costs Account and request approval for the Costs Account to be distributed to the States upon final approval of the Settlement.

. A R A

The Settlement provides that approximately 70% of the Total Settlement Amount, amounting to two hundred eighty million dollars, and twenty-five cents (\$280,000,000.25), shall be used for restitution. Settlement ¶ I.DD. Of the restitution amount, seven million eight hundred forty-four thousand dollars (\$7,844,000) is allocated to Eligible Corporate Entities and two hundred seventy-two million one hundred fifty-six thousand dollars, and twenty-five cents (\$272,156,000.25) is allocated to the Eligible Consumers and State Entities. See *Settlement* ¶ I.DD. Like with previous settlements, the States propose to split the two hundred seventy-two million one hundred fifty-six thousand dollars and twenty-five cents (\$272,156,000.25) (the restitution amount that excludes the funds allocated to allocated to Eligible Corporate Entities) between Eligible Consumers and State Entities as follows: One hundred seventy-one million nine hundred ninety-two thousand six hundred thirty-eight dollars and eighty-two cents (\$171,992,638.82) (which is approximately 43% of the Total Settlement Amount) to be allocated to Eligible Consumers (“Consumer Restitution Funds”) and one hundred million one hundred sixty-three thousand three hundred sixty-one dollars and forty-three cents (\$100,163,361.43) (which is approximately 25% of the Total Settlement Amount) to be allocated to State Entities. The States

request that the settlement amount allocated to State Entities be distributed to the States upon final approval of the Settlement and the final approval of an Allocation and Distribution Plan, for the States to allocate among themselves per their agreement and at their discretion.

The States maintain that this allocation between Eligible Consumers and State Entities, which is based on numbers provided by experts relating to estimated spend, is fair, reasonable, and warrants preliminary approval. Further, the States request preliminary approval to distribute to the States the share of the Total Settlement Amount allocated to State Entities, upon final approval of the Settlement, to be further allocated and distributed by the States among themselves at the States' discretion and pursuant to a collective agreement among the States.

C. Allocation and Distribution of Consumer Restitution

Based on the foregoing, the States propose that the Share of the Total Settlement Amount allocated to Consumer Restitution Funds be further allocated among Eligible Consumers and distributed pursuant to a plan for allocation and distribution plan for consumer restitution in the States' Actions that was submitted to the Court with a motion for preliminary approval on August 3, 2026. ECF Nos. 1014 (3:16-cv-02056-MPS), 971 (3:19-cv-00710-MPS), and 1472 (3:20-cv-00802-MPS) ("Allocation and Distribution Plan"). The Court granted preliminary approval of the Allocation and Distribution Plan on September 8, 2026. ECF Nos. 1014, 1034 (3:16-cv-02056-MPS), 971, 992 (3:19-cv-00710-MPS), and 1472, 1510 (3:20-cv-00802-MPS). The States request that the allocation and distribution of Consumer Restitution Funds from the Settlement be included in the Allocation and Distribution Plan, as further ordered by the Court.

D. Allocation and Distribution of Eligible Corporate Entities

The Settlement designates seven million eight hundred forty-four thousand dollars (\$7,844,000) as restitution for Eligible Corporate Entities ("Corporate Entity Payments") for which

the Attorneys General of Idaho and Washington have asserted exclusive claims in the States' Actions. Settlement ¶¶ I.K, I.DD. The States are requesting that further allocation and distribution of Corporate Entity Payment be deferred until a later appropriate date when it can be part of a plan relating to previous and subsequent settlements as well, possibly until the end of the litigation in the States' Actions.

. CONCLUSION

For the foregoing reasons, the States respectfully request that the Court (1) preliminarily approve the Settlement with Defendant Sandoz; (2) appoint Huntington Bank as the Escrow Agent; (3) stay the litigation against Defendant Sandoz until the Court decides whether to grant final approval of the Settlement; (4) appoint Rust Consulting as the Notice and Claims Administrator; (5) approve the Notice Plan for providing notice to Eligible Consumers; (6) approve the plan for notice to Eligible Corporate Entities; (7) preliminarily approve the allocation of funds between the Restitution Account and Costs Account; (8) preliminarily approve a distribution to the States of all funds allocated to the Costs Account; (9) preliminarily approve the allocation of the Restitution Account between Eligible Corporate Entities, Eligible Consumers, and State Entities; (10) preliminarily approve a distribution to the States of all funds allocated to State Entities; (11) preliminarily approve that all funds allocated as Consumer Restitution Funds be held in escrow and subject to future allocation and distribution as ordered by the Court as part of the States' Allocation and Distribution Plan; (12) preliminarily approve the Settlement's allocation of Corporate Entity Payments to Eligible Corporate Entities; (13) preliminarily approve that settlement funds allocated to Eligible Corporate Entities be held in the State Escrow and that the distribution be deferred until a future appropriate time; (14) setting an objection deadline for the Settlement, (15) setting an opt out deadline for the Settlement; (16) ordering that the allocation and distribution of Consumer Restitution Funds be addressed through the States' motion for

approval of the Plaintiff States' Allocation and Distribution Plan filed August 3, 2026, and preliminarily approved September 8, 2026, and any subsequent orders entered by the Court thereon; and (17) setting a date and time for a final approval hearing.

Date: October 1, 2026.

STATE OF NEW YORK
LETITIA JAMES
Attorney General

/s/ Saami Zain
Saami Zain
Bar No. phv208392
Robert L. Hubbard
Federal Bar No. Ct30195
Assistant Attorneys General
Antitrust Bureau
28 Liberty Street, 20th Floor
New York, NY 10005
Tel: (212) 416-8267
Robert.Hubbard@ag.ny.gov
Saami.Zain@ag.ny.gov

Attorneys for the State of New York

STATE OF NORTH DAKOTA
Drew H. Wrigley
Attorney General

/s/ Elin S. Alm
Elin S. Alm
Bar number phv207896
Assistant Attorney General
Director, Consumer Protection
and Antitrust Division
Office of Attorney General
1720 Burlington Drive, Suite C
Bismarck, ND 58504
Telephone (701) 328-5570
ealm@nd.gov

Attorney for the State of North Dakota

STATE OF CONNECTICUT
WILLIAM TONG
ATTORNEY GENERAL

By: /s/ Cara Moody¹

Cara Moody

Federal Bar No. Ct31924

Amy Taylor

Pro Hac Bar No.: PHV209197

Assistant Attorneys General

Nicole Demers

Federal Bar No. ct27223

Deputy Associate Attorney General

Connecticut Office of the Attorney General

165 Capitol Avenue

Hartford, CT 06106

Tel: (860) 808-5030

Fax: (860) 808-5391

Cara.Moody@ct.gov

Amy.Taylor@ct.gov

Nicole.Demers@ct.gov

Attorneys for the State of Connecticut

¹⁶ Counsel for Plaintiff State of Connecticut represents the consent of all Plaintiffs in the above captioned case pursuant to Section XI.D. of the Electronic Filing Policies and Procedures.

Exhibit 1

Case Nos.

3:16-cv-02056-MPS

3:19-cv-00710-MPS

3:20-cv-00802-MPS

SETTLEMENT AGREEMENT BETWEEN THE IDENTIFIED STATES AND DEFENDANT SANDOZ INC.

This Settlement Agreement (“Agreement”) is made and entered into this eleventh day of September, 2026 (“Execution Date”), by and among Defendants Sandoz Inc. and Fougera Pharmaceuticals Inc. (collectively “Defendant”) and the Attorneys General (as defined below), (collectively, the “Parties”; Defendant is a “Party” and the Attorneys General are a “Party”), to settle the cases that were brought by the Attorneys General, on behalf of:

Alaska, Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Dakota, Tennessee, U.S. Virgin Islands, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

WHEREAS, the Attorneys General have brought claims against Defendant in cases styled as *Connecticut v. Aurobindo Pharma USA, Inc.*, No. 3:16-cv-02056 (D. Conn.); *Connecticut v. Teva Pharmaceuticals USA, Inc.*, No. 3:19-cv-00710 (D. Conn.); and *Connecticut v. Sandoz, Inc.*, No. 3:20-cv-00802 (D. Conn.), in the United States District Court for the District of Connecticut, which were previously consolidated for pretrial purposes into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-md-02724 (E.D. Pa.) (the “MDL”) and have since been remanded back to the United States District Court for the District of Connecticut.

WHEREAS, the Attorneys General are pursuing claims in the Action, as defined below;

WHEREAS, the Attorneys General allege that Defendant violated various antitrust and consumer protection laws by price-fixing, bid rigging, and allocating markets for specified drugs;

WHEREAS, arm's-length settlement negotiations have taken place between the Parties, and the result is this Agreement, which embodies all the terms and conditions of the Parties' agreement;

WHEREAS, the Attorneys General have asserted claims on behalf of themselves and for or on behalf of their respective States, State Entities and Eligible Consumers, as hereafter defined;

WHEREAS, the Parties acknowledge that while Illinois has asserted claims for corporate entities, Illinois has only dismissed and covenanted not to sue on these claims on behalf of corporate entities, and Illinois has not released claims belonging to corporate entities;

WHEREAS, the Attorneys General for two states, Idaho and Washington, have also asserted exclusive claims for Eligible Corporate Entities, as hereafter defined;

WHEREAS, the Attorneys General have concluded that resolving their claims against Defendant through settlement is in the public interest, including the interest of those for whom they seek relief in their sovereign, quasi-sovereign, law enforcement, or proprietary capacity;

WHEREAS, Defendant denies the allegations of the Attorneys General and is not admitting in this Agreement to liability or wrongdoing of any sort, including without limitation the violation of any statute;

WHEREAS, despite Defendant's belief that it has good defenses, Defendant has agreed to enter into this Agreement to avoid the further expense and other burdens of litigation, to obtain the dismissals, covenants, and releases contained in this Agreement, and to put to rest with finality the Action that has been brought by the Attorneys General against Defendant;

WHEREAS, nothing in this Agreement will be construed as a finding or admission of any violation of law on the part of Defendant;

WHEREAS, the claims against Defendant asserted by the Attorneys General will be dismissed;

WHEREAS, the class claims brought against Defendant by the End Payor Plaintiffs (“EPPs”) in the MDL have been resolved through settlement and the claims of EPP class members who did not timely and validly opt out, or have not otherwise been permitted to seek exclusion in the MDL, have been released pursuant to that settlement. *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-md-02724, ECF Nos. 3253-2, 3706 (E.D. Pa.).

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration provided in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

As used in this Agreement:

A. “Action” means the following cases: *Connecticut v. Aurobindo Pharma USA, Inc.*, No. 2:17-cv-03768 (E.D. Pa.); *Connecticut v. Aurobindo Pharma USA, Inc.*, No. 3:16-cv-02056 (D. Conn.); *Connecticut v. Teva Pharmaceuticals USA, Inc.*, No. 2:19-cv-02407 (E.D. Pa.); *Connecticut v. Teva Pharmaceuticals USA, Inc.*, No. 3:19-cv-00710 (D. Conn.); *Connecticut v. Sandoz Inc.*, No. 2:20-cv-03539 (E.D. Pa.); *Connecticut v. Sandoz, Inc.*, No. 3:20-cv-00802 (D. Conn.); *Connecticut v. Novartis AG*, No. 3:26-cv-00160 (D. Conn.), and any other action or proceeding asserting claims based on the Conduct, filed or otherwise pursued by or on behalf of any of the Attorneys General or any of the State Entities listed on Appendix B.

B. “Attorney General,” means the Attorney General of a state, commonwealth, district, or United States territory. “Attorneys General,” means, collectively, the Attorneys General of each of the states, commonwealth, district, or United States territory that have pending claims in the Action.

C. “Complaints” mean the operative complaints filed in the Action.

D. “Conduct” means any act or omission alleged in the Action of the Released Parties or of persons or entities alleged to be co-conspirators of the Released Parties, concerning price fixing, market allocation, bid-rigging, unfair competition, consumer protection, “overarching conspiracy,” unjust enrichment, fraud, and/or any other anticompetitive and/or unfair conduct alleged or that could have been alleged in the Action in connection with the manufacture, sale, and/or distribution of Drugs at Issue or any other generic drug at issue in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-md-02724 (E.D. Pa.), including all formulations and strengths of those drugs and/or any overarching conspiracy alleged or that could have been alleged in the Action related to the manufacture, sale, and/or distribution of Drugs at Issue or any other generic drug at issue in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-md-02724 (E.D. Pa.). “Conduct” also includes any act or omission alleged in the Action concerning the spin-off and transfer of assets among Novartis AG, Sandoz AG, Sandoz Group AG, and Sandoz Inc.

E. “Costs Account” means an account established at the Huntington National Bank (“Huntington Bank”) pursuant to an Escrow Agreement dated September 12, 2024 (the “Escrow Agreement”) between, on the one hand, the Ohio Attorney General on behalf of the Attorneys General, and, on the other hand, Huntington Bank, which account has been designated by representatives of the Attorneys General (hereinafter, the “Escrow Liaison Counsel”) to hold funds received pursuant to Section IV of this Agreement, plus accruing interest, which Huntington Bank as escrow agent or a successor escrow agent (hereinafter, the “Escrow Agent”) appointed under the terms of the Escrow Agreement, will hold in escrow subject to disbursement at the direction of the Escrow Liaison Counsel. In addition to payment of any and all attorneys’ fees and costs

associated with prosecuting the Action (as determined in the sole discretion of the Attorneys General, subject to any applicable court order), funds distributed from the Costs Account may be used for any of the following: (1) deposit into a State antitrust or consumer protection account (e.g., a revolving account or trust account) for use in accordance with the laws governing the account; (2) deposit into a fund exclusively dedicated to assisting any State in defraying the costs of experts, economists, and consultants in multistate antitrust investigations and litigations, including healthcare related investigations and litigation; (3) antitrust or consumer protection enforcement, including healthcare-related enforcement, by an individual State or multiple States; or (4) any other use permitted by state law at the sole discretion of that State’s Attorney General.

F. “Defendant Board of Directors” means the board of directors or equivalent governing body for each entity included in the definition of “Defendant.”

G. “Distribution Plan” means a plan agreed upon among the Attorneys General for distributing funds deposited into the Restitution Account pursuant to this Agreement to Eligible Consumers and State Entities (including State’s Medicaid agencies and other agencies of the States), who purchased Drugs at Issue during the relevant time period, and which shall include a claims process for identifying consumers who wish to receive compensation.

H. “Drugs at Issue” means the drugs set forth in Appendix A.

I. “Effective Date” means the date on which a Final Approval Order is entered by the United States District Court for the District of Connecticut (the “District Court”).

J. “Eligible Consumers” means natural persons who reside in any of the States and who purchased, directly or indirectly, any of the Drugs at Issue, whether through a cash payment in the absence of insurance, or any partial payment accompanying insurance coverage (e.g., a co-pay, deductible, flat, or co-insurance payment) and for whom the Attorneys General can seek

damages, restitution, or disgorgement in a sovereign, quasi-sovereign, law enforcement, *parens patriae*, or equitable capacity. For purposes of clarity, the term “Eligible Consumers” does not include any State Entity, any Local Entity, or any corporate entity. Nothing in this agreement shall release or require a natural person to release claims that have not been previously released, as a condition of being an Eligible Consumer.

K. “Eligible Corporate Entities” means corporate (and other business) entities for which the Attorneys General of Idaho and Washington have asserted an exclusive claim in the Action, whether pursuant to the Attorneys General’s *parens patriae* authority or otherwise, related to their purchases of, or payments or reimbursements for, any Drugs at Issue.

L. “Enforcement Period” means a 10-year period from the Execution Date.

M. “Execution Date” shall be the last date on which the last signatory to this Agreement affixes their signature thereon. The Attorneys General will have sixty (60) calendar days from the date of Defendant’s signature to execute this Agreement, absent written agreement from Defendant for a reasonable period of additional time. If all Attorneys General have not executed this Agreement within sixty (60) calendar days of the date of Defendant’s signature, Defendant shall have the unilateral right to terminate this Agreement upon written notice.

N. “Final Approval Order” means the order to be entered by the District Court that grants final approval of this Agreement and releases all Released Claims. The Parties intend for the Final Approval Order to include provisions where the District Court: (1) affirms that the Notice Plan has been completed; (2) determines that the Agreement has been entered in good faith; (3) approves the Agreement finally as fair, reasonable, and adequate, and directs its consummation pursuant to its terms, as to the State Releasors; (4) dismisses all claims by and on behalf of the State Releasors with prejudice as to the Released Parties only; (5) dismisses all claims by the States

on behalf of Eligible Consumers without prejudice to the Eligible Consumers' ability to pursue or litigate those claims whether individually or as a class to the extent not previously released; (6) retains exclusive jurisdiction over this Agreement and the provisions of the Final Approval Order, including the administration and consummation of this Agreement; (7) orders that the monies in the Restitution Account be held in escrow for later distribution pursuant to a District Court-approved distribution plan for Eligible Consumers, Eligible Corporate Entities, as well as Medicaid agencies and other State Entities, whose claims are being released; (8) orders that monies in the Costs Account are to be disbursed to the States; and (9) determines, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay and directs that the Final Approval Order as to the Released Parties shall be final and immediately appealable.

O. "Final Court Approval" means the District Court has entered the Final Approval Order, and the time to appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of the Order and Final Judgment as to Defendant has expired in the Action and no motion or other pleading has been filed seeking to set aside, enjoin, or in any way alter the Final Approval Order or the entry of judgment in the Action, or to toll the time for appeal of the Final Approval Order or the judgment in the Action, or, if appealed, approval of this Agreement and the Final Judgment in the Action as to Defendant has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not control the above-stated times.

P. "Generic Pharmaceutical Products" means the generic version of any brand name drug, including all dosages, forms, and strengths of such drug, regardless of whether they are

included in any complaint filed by the Attorneys General or filed in any related federal or state court proceeding, including any action consolidated for pretrial purposes in the MDL.

Q. “Local Entity(ies)” means any county, city, town, or other local governmental entities or political subdivisions.

R. “Notice Period” means the time allotted for Eligible Consumers, Eligible Corporate Entities, and anyone else pursuant to the Due Process Clause of the United States Constitution to (i) object to this Agreement to the extent standing exists to do so given the scope of the release of this Agreement or (ii) file a timely and valid request for exclusion.

S. “Notice Plan” means the plan specifying the manner and content of notifying Eligible Consumers and Eligible Corporate Entities of this Agreement and informing Eligible Consumers and Eligible Corporate Entities of their rights to comment on or to exclude themselves from the Action and this Agreement. The Parties contemplate that the Notice Plan will take ninety (90) days or such other time period set by the District Court. The Notice Plan will specify the way in which Eligible Consumers and Eligible Corporate Entities are to be notified of the Action and of this Agreement.

T. “Other Defendant(s)” means any party named as a defendant in any of the Complaints at any time up to and including the date of the District Court’s Final Approval Order, unless such defendant is a Released Party.

U. “Preliminary Approval Order” means an order to be entered by the District Court that preliminarily approves this Agreement. The Parties intend that the Preliminary Approval Order will include the following provisions: preliminary approval of this Agreement (i) as having been entered into in good faith and (ii) as fair, reasonable, and adequate to the extent federal court approval is required.

V. “Released Claims” means any and all manner of claims, counter-claims, demands, actions, rights, liability, losses, costs, debts, expenses, attorneys’ fees, restitution, judgments, and civil and administrative causes of action of any type, including monetary, equitable, and injunctive claims, that the States brought or could have brought against the Released Parties (except on behalf of Local Entities) or any Other Defendant in the Action, through and including the Effective Date, whether known or unknown, whether accrued or unaccrued, that arise out of or relate to the Conduct. Without limiting the foregoing, “Released Claims” include claims arising out of the Conduct under (1) federal or state antitrust laws; (2) unfair competition or consumer protection laws; (3) any civil or administrative monetary cause of action (including for civil damages and/or civil fines or penalties); (4) any remedies for any claims submitted or caused to be submitted to a State’s Medicaid program, including under the False Claims Act (codified at 31 U.S.C. §§ 3729-33) or any State’s counterpart to the federal False Claims Act; and (5) any other statute or common or equitable law. Released Claims also include all claims based on any and all rights (including by assignment) to bring claims based on damages incurred by another person or entity.¹ In addition, the Attorneys General and the State Entities listed on Appendix B shall not seek to impose fines or penalties on the Releasees or to exclude or debar them from any market for the manufacture, sale, or distribution of Generic Pharmaceutical Products in connection with the Conduct, except as set out in Paragraph VII.C.2. and VII.C.3. For the avoidance of doubt, Released Claims do not include claims for mandatory exclusion from a state’s Medicaid program as prescribed by federal or state law. Claims that were or could have been brought against the Defendant in the Action pursuant to

¹ This includes claims assigned to the State of California, *see, e.g., State of Connecticut v. Sandoz Inc.*, No. 2:20-cv-03539, Amended Complaint, ECF No. 62, ¶ 2117 (certain “vendors and intermediaries” assigned claims to the State of California), and claims assigned to the State of New York, *see, e.g., State of Connecticut v. Teva Pharmaceuticals USA, Inc.*, No. 2:19-cv-02407, Amended Complaint, ECF No. 106, ¶ 1586 (certain claims of MMCAP and/or Cardinal Health, Inc. have been assigned to the State of New York).

the federal False Claims Act (codified at 31 U.S.C. §§ 3729-33) or any State’s counterpart to the federal False Claims Act are released only insofar as they are predicated on allegations related to the Conduct; any such other claims are reserved. Released Claims excludes any claim held by and not previously released by an Eligible Consumer, either brought or not brought, by the Eligible Consumer in their individual capacity, or by a representative putative or certified class on behalf of Eligible Consumers under any state’s law.

W. “Released Party(ies)” means (a) Defendant, Novartis AG, Sandoz AG, and Sandoz Group AG; (b) direct and indirect, past and present parents, joint ventures, subsidiaries, divisions, groups, general or limited partners of Defendant, Novartis AG, Sandoz AG, or Sandoz Group AG; (c) “Affiliates,” of Defendant, Novartis AG, Sandoz AG, or Sandoz Group AG, defined as a person or entity that directly or indirectly currently controls, is controlled by, or is under common control with Defendant, Novartis AG, Sandoz AG, or Sandoz Group AG; (d) Defendant’s, Novartis AG’s, Sandoz AG’s, or Sandoz Group AG’s predecessors, successors, heirs, executors, administrators, and assigns; (e) individually and collectively, any and all current and former officers, directors, employees (including the following individuals for their conduct while employed at Sandoz Inc.: Armando Kellum and Walt Kaczmarek), stockholders, principals, managers, partners, members, agents, equity holders, representatives, trustees, insurers, and owners of Defendant, Novartis AG, Sandoz AG, or Sandoz Group AG.

X. “Representative States” means the States of Connecticut and Kansas, that are expressly authorized by the States to take all appropriate actions required or permitted to be taken pursuant to the Agreement to effectuate its terms in consultation with the States. For the avoidance of doubt, all of the States who sign onto this Agreement have authority to enforce the terms of this Agreement.

Y. “Restitution Account” means an account established at Huntington Bank pursuant to an Escrow Agreement that has been designated by Escrow Liaison Counsel to hold funds received pursuant to Section IV of this Agreement, plus accruing interest, which Huntington Bank as Escrow Agent will hold in escrow for later distribution to those seeking restitution for the anticompetitive acts alleged by the Attorneys General, including without limitation: (i) Eligible Consumers; (ii) Eligible Corporate Entities; and (iii) State Entities whose claims are being released by the Attorneys General. These amounts for the Attorneys’ General equitable sovereign, quasi-sovereign, and law enforcement disgorgement and restitution claims are intended to compensate these Eligible Consumers and entities for excess payments they made as the result of the alleged anticompetitive acts described in the Complaints. If funds from the Restitution Account are re-distributed by a recipient State Entity to other State Entities, any such distributions will not effectuate or result in a release or waiver of any claims whatsoever by any State Entity, except to the extent such State Entities are State Releasers as defined herein.

Z. “Settlement Administration Costs” means costs to be paid for all actual, customary, and reasonable costs and fees incurred in the administration of this Agreement, which includes costs and fees incurred for the purpose of (1) compiling necessary Eligible Consumer and Eligible Corporate Entity information and providing notice directly to Eligible Consumers and Eligible Corporate Entities, and including notice by publication or paid media as may be needed to effectuate adequate notice; (2) completing administrative tasks; and (3) processing information gathered about Eligible Consumers and Eligible Corporate Entities. Such Settlement Administration Costs expressly include those fees or costs payable to the settlement administrator appointed by the Attorneys General.

AA. “States,” or each “State,” means all states, commonwealths, districts, and territories that have pending claims in the Action, including Alaska, Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Dakota, Tennessee, U.S. Virgin Islands, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

BB. “State Entity” means any agency, bureau, board, commission, committee, department, division, or other organizational unit of any State, except for those of any Local Entities.

CC. “State Releasers” means (a) the Attorneys General, States, and State Entities listed on Appendix B (which include, among other State Entities, each State’s Medicaid agency); (b) State Entities that accept a distribution of settlement proceeds from the Attorneys General’s settlements in the Action; (c) Eligible Corporate Entities in Idaho² that do not submit a timely and valid request for exclusion from the settlement under this Agreement; and (d) Eligible Corporate Entities in Washington.³

² Aside from Idaho and Washington, which assert exclusive claims on behalf of Eligible Corporate Entities in the Action, Illinois has asserted claims for corporate entities and other States assert non-exclusive claims to recover damages or restitution for corporate entities. As further described in Section VII *infra*, for those States asserting non-exclusive claims and Illinois, their Attorneys General covenant not to sue on behalf of corporate entities and agree to the dismissal of their claims on behalf of such corporate entities. The Attorneys General also covenant not to sue the Released Parties in any capacity to recover disgorgement against the Released Parties that would involve overcharges to corporate entities in their states.

³ Although Washington also asserts an exclusive claim on behalf of Eligible Corporate Entities in the Action, Washington law does not provide a right to exclusion from a settlement for Eligible Corporate Entities.

DD. “Total Settlement Amount” is the aggregate sum of four hundred million dollars (\$400,000,000 USD) to be paid to the States, including seven million, eight hundred forty-four thousand dollars (\$7,844,000 USD) for Eligible Corporate Entities.

1. Approximately 70% of the Total Settlement Amount, two hundred eighty million dollars, and twenty-five cents (\$280,000,000.25 USD), shall constitute restitution within the meaning of Section 162(f)(2) of the Internal Revenue Code of 1986, as amended and 26 C.F.R. § 1.162-21(e)(4)(i).

2. No part of the Total Settlement Amount that constitutes restitution is paid in respect of any claim for the trebling of damages (as opposed to actual damages), or for or in lieu of any fine, penalty, forfeiture, or punitive damages. No part of the amount specified as restitution in the preceding subparagraph is paid to reimburse any Attorney General, State, State Entity, or any other government or governmental entity for investigation or litigation costs. The party or parties required to report all or any portion of the Total Settlement Amount under Section 6050X of the Internal Revenue Code of 1986, as amended, shall report no less than two hundred eighty million dollars, and twenty-five cents (\$280,000,000.25 USD) as restitution. Except as set forth in this Paragraph, the Attorneys General take no position on tax treatment of the payments under the Settlement.

3. Approximately 70% of the Total Settlement Amount, two hundred eighty million dollars, and twenty-five cents (\$280,000,000.25 USD), excluding the seven million eight hundred forty-four thousand dollars (\$7,844,000 USD) for Eligible Corporate Entities, shall be allocated among the State Entities that are State Releasers as determined by the Attorneys General, and among Eligible Consumers

as determined by the Attorneys General and approved by the District Court. For clarity, the seven million eight hundred forty-four thousand dollars (\$7,844,000 USD) for Eligible Corporate Entities referenced above, shall be used only for Eligible Corporate Entities.

4. Defendant shall have no obligation in connection with any of these allocations. The amounts allocated to the State Entities that are State Releasors shall be received by the respective State Attorney General's Offices to be allocated for any use permitted under state law at the sole discretion of the State's Attorney General.

5. Approximately 30% of the Total Settlement Amount equaling one hundred nineteen million nine hundred ninety-nine thousand nine hundred ninety-nine dollars, and seventy-five cents (\$119,999,999.75 USD) will be held by the Attorneys General in the Costs Account and for use as specified in Section I.E.

EE. "Triggering Events" means (i) Defendant's failure to cure a monetary default under this Agreement within thirty (30) days of Defendant's receipt of written notice of default; or (ii) Defendant's filing of a voluntary insolvency proceeding (or having an involuntary insolvency proceeding filed against it which has not been dismissed within forty-five (45) days) if payments remain outstanding under this Agreement.

II. STIPULATIONS

The Attorneys General stipulate that they will not continue, commence, or otherwise pursue litigation or any other proceedings against the Released Parties asserting or seeking remedies based on the Released Claims on behalf of the State Releasors or on behalf of Eligible Consumers. The States retain the right to seek recovery in bankruptcy proceedings involving Defendant for the

Released Claims up to the unpaid portion of the Total Settlement Amount if Defendant has not yet paid the Total Settlement Amount as required under this Agreement at the time Defendant files for bankruptcy. In the event Defendant seeks bankruptcy protections within one year of the Execution Date, the Attorneys General retain the right to reinstate the Released Claims in bankruptcy, offset by any amount paid by Defendant prior to the date Defendant seeks bankruptcy protections, provided such amount is not subject to clawback within the bankruptcy proceeding.

III. DISMISSALS

Upon entry of the Final Approval Order by the District Court, the Complaints in the Action shall be deemed dismissed with prejudice against Defendant (and any Released Parties named in the Complaints), except those claims brought on behalf of Eligible Consumers, which shall be deemed dismissed without prejudice as to the Eligible Consumers' ability to pursue those claims, whether individually or as a class, to the extent the Eligible Consumer has unresolved claims that have not otherwise been released. The District Court will retain jurisdiction for purposes of resolving any disputes regarding this Agreement and enforcement of the Final Approval Order.

IV. SETTLEMENT PAYMENT

A. Settlement Payment: Defendant shall pay to the Attorneys General the Total Settlement Amount and no other monetary consideration. Defendant will, over a seven (7) year period, pay or cause to be paid the Total Settlement Amount pursuant to the schedule as set forth in the chart below. For the first payment, no later than two (2) weeks before payment is due, Defendant shall request and the Attorneys General will provide Defendant with the wire payment information, including information for a point of contact to confirm payment instructions, and a current Form W-9 with a wet signature for the Escrow Agent. For all future payments, no later than two (2) weeks before the payment is due, Defendant shall request confirmation that payment

information remains the same as the prior payment and may also request an updated W-9. The Attorneys General will promptly inform Defendant whether there has been a change to the payment information and, if so, provide Defendant with the new wire payment information, including information for a point of contact to confirm payment instructions. If an updated W-9 is requested, the Attorneys General will promptly provide an updated Form W-9 with a wet signature for the Escrow Agent.

Payment Timing	Principal	Interest⁴	Total Payment
60 days from Final Court Approval, but no earlier than March 31, 2027.	\$ 57,142,857.16	\$ -	\$ 57,142,857.16
March 2028, but no earlier than 1 year from the initial payment.	\$ 35,907,834.10	\$ 21,235,023.04	\$ 57,142,857.14
March 2029, but no earlier than 2 years from the initial payment.	\$ 38,780,460.83	\$ 18,362,396.31	\$ 57,142,857.14
March 2030, but no earlier than 3 years from the initial payment.	\$ 41,882,897.70	\$ 15,259,959.44	\$ 57,142,857.14
March 2031, but no earlier than 4 years from the initial payment.	\$ 45,233,529.52	\$ 11,909,327.62	\$ 57,142,857.14
March 2032, but no earlier than 5 years	\$ 48,852,211.88	\$ 8,290,645.26	\$ 57,142,857.14

⁴ Defendant and the Attorneys General agree that any amounts characterized as interest pursuant to this chart shall be deemed paid as restitution in the same proportion as other amounts payable as part of this settlement.

from the initial payment.			
March 2033, but no earlier than 6 years from the initial payment.	\$ 52,760,388.83	\$ 4,382,468.31	\$ 57,142,857.14
Totals	\$ 320,560,180.02	\$ 79,439,819.98	\$ 400,000,000.00

B. Contributions to Funds: Attorneys General will deposit each settlement payment into the Restitution Account until the full restitution amount of two hundred eighty million dollars, and twenty-five cents (\$280,000,000.25 USD) is deposited, after which all remaining amounts will be deposited into the Costs Account.

C. Use of Settlement Payment: The Attorneys General will distribute the funds in the Restitution Account pursuant to the Attorneys' General allocation plan, including to State Entities that are State Releasors, Eligible Consumers, and Eligible Corporate Entities, to compensate them for any alleged harm resulting from the alleged Conduct. Any distribution from the Restitution Account shall only be distributed at a future date according to a Distribution Plan submitted to and approved by the District Court. The funds in the Costs Account may be distributed to the Attorneys General to pay Settlement Administration Costs, the past and future costs of litigating the Attorneys' General claims, both collectively or individually, as well as attorneys' fees and to the extent that monies in the Costs Account are not used to offset costs of Attorneys General litigating in the Action, any remaining funds may be used for any of the following: (1) deposit into a State antitrust or consumer protection account (e.g., a revolving account or trust account) for use in accordance with the laws governing the account; (2) deposit into a fund exclusively dedicated to assisting any state in defraying the costs of experts, economists and consultants in multistate

antitrust investigations and litigations, including healthcare related investigations and litigation; (3) antitrust or consumer protection enforcement, including healthcare-related enforcement, by an individual State or multiple States; or (4) any other use permitted by state law at the sole discretion of that State's Attorney General.

D. Acceleration Clause: Defendant warrants that, as of the date of the Execution Date, it is not insolvent, nor will its Settlement Payment render it insolvent within the meaning of or for the purposes of the United States Bankruptcy Code. In the event of a Triggering Event by Defendant, all remaining payments due under this Agreement shall become immediately due and payable. Defendant agrees that the Attorneys General shall have the right to pursue all available legal remedies to collect the accelerated amount (consistent with applicable Bankruptcy law in the case of a bankruptcy filing), including but not limited to, filing a confession of judgment or stipulation for entry of judgment as set forth below. Notwithstanding anything to the contrary in this Agreement, Defendant may at any time, and in its sole discretion, pay a portion or the full amount of any remaining balance due on the Settlement Payment early, without incurring a pre-payment penalty, after providing at least ten (10) calendar days prior written notice, in compliance with Section XIV below, to the Attorneys General. For the avoidance of doubt, Defendant will pay the Total Settlement Amount regardless of whether Defendant pre-pays or pays according to the payment schedule in Section IV.A.

E. Identification of Assets and Liens: Defendant shall, within sixty (60) days after the date the Final Approval Order is entered, provide the Attorneys General a confidential, comprehensive written statement that consists of identification of material assets and material liens in the United States ("Asset Information") and shall respond to reasonable written questions about the Asset Information. So long as payments remain outstanding under this Agreement, Defendant

shall provide quarterly unaudited financial statements to the Attorneys General, which disclose changes to the value of the Asset Information. The Asset Information and any updates thereto provided by Defendant shall be treated as Highly Confidential under the applicable Protective Orders in the Action. In addition, Defendant may request confidential treatment of the Asset Information and any updates thereto provided by Defendant under all applicable state statutes governing freedom of information. Defendant shall promptly notify the Attorneys General should Defendant file any voluntary insolvency proceeding and such notice may be used by the Attorneys General to trigger the acceleration of all remaining payments due under this Agreement, the confession of judgment or the entry of a stipulated entry of judgment, and the entry of liens. In the event that there is a Triggering Event by Defendant, thereby triggering the acceleration of all remaining payments due under this Agreement, Defendant shall, within fifteen (15) days of filing a voluntary insolvency proceeding (or within sixty (60) days of an involuntary insolvency proceeding filed against Defendant that is not dismissed within forty-five (45) days), provide the Attorneys General with a final comprehensive and detailed written statement identifying then-current Asset Information; provided, however, that if Defendant files for bankruptcy protection in a United States Bankruptcy Court, this obligation may be fulfilled by providing the Representative States or their designees copies of all of the Debtors' petitions, schedules of assets and liabilities, statement of financial affairs, and any updates thereto, as are required to be filed pursuant to the Bankruptcy Code. Defendant agrees not to argue that any liens properly imposed by the Attorneys General pursuant to the acceleration of remaining payments and the confession of judgment constitute an avoidable preference.

F. Confession of Judgment or Stipulated Entry of Judgment: In the event of a Triggering Event, Defendant hereby irrevocably authorizes any attorney to appear in any court of

competent jurisdiction and confess judgment against Defendant in favor of the States, or enter the stipulated entry of judgment, for the full remaining amount due under this Agreement, including any accelerated amounts, plus interest, costs, and reasonable attorney's fees, less all amounts paid by Defendant to date. Defendant waives all rights to notice, hearing, and appeal and consents to the immediate entry of judgment upon Triggering Event. This confession of judgment or stipulated entry of judgment is intended to be a final and binding resolution of any disputes arising under this Agreement as to the payments of monies required under this Agreement and is attached as Exhibit B (confession of judgment) and Exhibit C (stipulated entry of judgment).

G. Final Approval Order: The Parties agree that any Distribution Plan is to be considered by the District Court separately from the District Court's consideration of the fairness, reasonableness, and adequacy of the resolution set forth in this Agreement, and any order or proceedings relating to any Distribution Plan shall not operate to terminate or cancel this Agreement or affect the finality of the Final Approval Order, or any other orders entered pursuant to this Agreement.

H. Defendant also shall have no obligation with respect to the allocation or distribution of the Total Settlement Amount. The State Releasors shall look solely to the Total Settlement Amount for settlement and satisfaction against the Released Parties of all Released Claims, including for attorneys' fees, costs, service awards, damages, penalties, injunctive relief, or other relief of any kind. The State Releasors shall have no other recovery of any kind against any of the Released Parties for any Released Claims.

V. QUALIFIED SETTLEMENT FUND

A. The Settlement Fund is established to resolve and satisfy one or more claims described in this Agreement. All portions of the Settlement Fund paid into the Restitution Account

shall be disbursed only in accordance with one or more Distribution Plans approved by the District Court to the extent federal court approval is required. All portions of the Settlement Fund paid into the Costs Account shall be disbursed in accordance with one or more Distribution Plan(s) approved by the District Court to the extent such approval is required by law. The Parties intend that the Settlement Fund shall be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1 (a “Qualified Fund”). The Attorneys General shall make all elections under State and federal tax codes as are necessary or advisable to reflect the Parties’ intent that the Settlement Fund is a Qualified Fund. Such elections shall be made in compliance with the procedures and requirements contained in any applicable regulations.

B. The Parties shall act in a manner consistent with the treatment of the Settlement Fund as a Qualified Fund and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. All provisions of this Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a Qualified Fund. Escrow Liaison Counsel shall cause the timely and proper filing of all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treasury Regulation §§ 1.468B-2(k)(1), (l)(2)). Escrow Liaison Counsel shall make a “relation-back election” (as defined in Treasury Regulation § 1.468B-1(j)), if available, to permit the Settlement Fund to be treated as a Qualified Fund from the earliest permitted date. It shall be the responsibility of Escrow Liaison Counsel to cause the timely and proper preparation and delivery of the necessary documentation with respect to the Settlement Fund for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

C. Escrow Liaison Counsel shall direct the Escrow Agent to cause the Settlement Fund to be held in interest-bearing accounts, instruments, or funds backed by the full faith and credit of,

or fully insured in writing by, the United States Government and shall direct the Escrow Agent to reinvest any income from or proceeds of these accounts, instruments, or funds in similar accounts, instruments, or funds on then-available terms as Escrow Liaison Counsel (in consultation with the Escrow Agent) deem appropriate. Defendant shall bear no risk related to the Settlement Fund. The Settlement Fund shall be deemed and considered to be *in custodia legis* of the District Court to the extent required by law and shall remain subject to the jurisdiction of the District Court, until such time as the funds therein shall be distributed pursuant to this Agreement or further order(s) of the District Court.

D. All (1) taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned on a Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendant with respect to income earned on the Settlement Fund for any period during which the Settlement Fund does not qualify as a Qualified Fund for federal or state income tax purposes (“Taxes”); and (2) expenses and costs incurred in connection with the operation and implementation of a Settlement Fund (including expenses of tax attorneys and accountants and mailing and distribution costs and expenses relating to filing (or failing to file) tax returns with respect to the Settlement Fund) (“Tax Expenses”), shall be paid out of such Settlement Fund.

E. The Released Parties shall not have any liability or responsibility with respect to the Settlement Fund (including the Costs Account and Restitution Account) for the Taxes or the Tax Expenses or the filing of any tax returns or other documents with the Internal Revenue Service or any other taxing authority. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the District Court and the Escrow Agent shall be obliged (notwithstanding anything herein to the contrary) to withhold from distribution to any

claimants authorized by the District Court any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). Defendant shall not be responsible or have any liability for any reporting requirements that may relate thereto. The Parties agree to cooperate with each other and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Paragraph.

F. After this Agreement receives Final Court Approval, and at a time to be determined by the Attorneys General, the Settlement Fund shall be distributed in accordance with the plans to be submitted, subject to approval by the District Court if such approval is necessary. In no event shall Defendant or any other Released Party have any responsibility, financial obligation, or liability whatsoever with respect to the investment or distribution of the Settlement Fund (including the Costs Account and Restitution Account), or the administration of the Settlement Fund (including the Costs Account and Restitution Account), including the costs and expenses of such investment, distribution and administration.

VI. PAYMENT OF EXPENSES

A. The Attorneys General shall look only to the Total Settlement Amount for payment in connection with any of the costs or expenses of litigation in the Action or otherwise, including attorneys' fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before a court or Special Master, appeals, trials, or the negotiation of other settlements up until and through the Effective Date, and the Defendant and the Released Parties shall have no other or different responsibility or liability for such expenses. After the Effective Date, the Attorneys General shall look only to the Total

Settlement Amount for all such costs or expenses in the Action except as (1) provided in the immediately preceding paragraph, or (2) if this Agreement is terminated pursuant to Part IX, *infra*.

VII. RELEASE AND EXCLUSIONS

A. Release: In consideration of Defendant's obligations under this Agreement, and as permitted by law, the State Releasers hereby release, acquit, and forever discharge all of the Released Parties from all of the Released Claims. For clarity, the exclusive claims asserted by Idaho and Washington on behalf of Eligible Corporate Entities are within the definition of Released Claims.

B. Covenant Not to Sue.

1. For Illinois, which asserted claims on behalf of corporate entities, and those States, which asserted non-exclusive claims to recover damages or restitution for corporate entities, their Attorneys General covenant not to sue on behalf of those entities, agree to the dismissal of their claims against such entities, and agree that their corporate entities may recover damages or overcharges incurred only in connection with any claim that is not filed by their respective Attorney General.

2. The Attorneys General also covenant not to sue the Released Parties in any capacity to recover disgorgement against the Released Parties that would involve overcharges to corporate entities in their states.

3. The Attorneys General also covenant not to sue the Released Parties in any capacity to recover damages on behalf of Eligible Consumers that arise from, in whole or in part, the allegations in the Action.

4. To the extent the Attorney General of Arizona is ordered to sue notwithstanding this Agreement and the release of Arizona's claims pursuant to

Arizona Revised Statutes section 41-193(A)(2), this covenant not to sue shall not be applicable as to claims brought by the Attorney General of Arizona, though all other defenses and rights remain available to Defendant.

5. To the extent Attorneys General or States can bring claims on behalf of or representing local governmental entities under their states' laws, they covenant not to sue, bring, or assert claims on behalf of or representing local governmental entities.

C. Exclusions: Notwithstanding any term or definition in this Agreement, the following claims and rights of the States are specifically reserved and are not released or covered by the covenant not to sue:

1. Any civil or administrative tax or other liability under state revenue codes;
2. Except as explicitly stated in this Agreement, any administrative liability or right, including exclusion from a State's Medicaid Program;
3. Any criminal liability;
4. Any liability to a State's Medicaid program under any statute, regulation, or rule that is predicated on allegations that do not arise out of and are unrelated to the allegations in the Action;
5. Any breach of contract or any liability for express or implied warranty claims or other liability for defective or deficient products and services provided by the Released Parties;
6. Any liability for unfair or deceptive representations made in the marketing or advertising or for off-label marketing claims for the specified drugs (other than such liability or claims related to any of the Conduct);

7. Any securities-related liability;
8. Reverse payment, “pay for delay,” sham litigation, sham citizen petition, “Walker Process” fraud or other means of reducing or impairing competition other than the Conduct;
9. Any liability arising from or relating to the unfair and/or deceptive marketing, promotion, or sale of opioids (including public nuisance claims), or the control or diversion of opioids (including suspicious order monitoring and state-law Controlled Substances Acts);
10. Any liability asserted by an Attorney General or a State in any currently pending litigation that is not (and never has been) part of the Actions or the MDL; and
11. Any liability based on obligations created by this Agreement.

D. Preservation of Claims against Other Defendants: Defendant’s sales of drugs specified in the Action may, to the extent permitted or authorized by law, remain at issue in the Action against Other Defendants to the extent relevant to the liability of Other Defendants or as a potential basis for restitution and other monetary claims. Further, Defendant’s sales of drugs specified in the Action may, to the extent permitted or authorized by law, remain at issue for purpose of the States’ claims for joint and several liability of Other Defendants in the Action or against any other persons who are not Released Parties. This Agreement resolves claims only against the Released Parties, and except as specifically provided herein, is not intended to affect in any way the rights of the States or Attorneys General against any other party, person, or entity that is not included within the definition of Released Parties.

E. Additional Release: In addition, the Parties expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor;

And the Parties also expressly waive, release, and forever discharge 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. The Parties may discover facts other than or different from what the Party believes to be true concerning the Released Claims, but each Party expressly waives and fully, finally and forever settles, releases, resolves, and discharges, upon this Agreement becoming final, any suspected or unsuspected, asserted or unasserted, 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. This provision shall not in any way expand the scope of the Released Claims and shall not convert what is a limited release into a general release.

F. Preclusive Effect: This Agreement shall not preclude any claim other than the Released Claims and will not bar any claim or claims brought by any person or party other than the State Releasors, including without limitation all claims asserted, and not previously released, in any private suit or class action against the Defendant, including the Eligible Consumers' claims, to the extent not previously released.

G. Representation and warranty: (1) This Agreement and the Distribution Plan operate independently from Defendant's settlements with other state attorneys general and the EPPs, and

the Parties agree that nothing herein is intended to conflict with the obligations in those agreements; and (2) Nothing in this Agreement or the States' Distribution Plan is intended to release or require a consumer to release their claims that have not been previously released that are pending in the MDL.

VIII. PRELIMINARY AND FINAL COURT APPROVAL AND NOTICE

A. Beginning on the date this Agreement is fully executed by the Defendant, the Attorneys General shall have sixty (60) calendar days to fully execute this Agreement on behalf of all States, absent Defendant's written consent to a reasonable period of additional time, which shall not be unreasonably withheld. If all Attorneys General have not executed this Agreement within sixty (60) calendar days of the date of Defendant's signature, Defendant shall have thirty (30) calendar days to determine, in its sole discretion, whether to extend the Attorneys General's time to execute this agreement for an additional time period, whether sufficient Attorneys General have executed this agreement to proceed with this Agreement, or whether it does not wish to proceed.

B. If Defendant decides to proceed notwithstanding the lack of signatures from all Attorneys General, the Attorneys General will promptly move for preliminary approval as set forth in Paragraph VIII.E.

C. If Defendant determines to proceed with this Agreement even though certain Attorneys General have declined to proceed with the Agreement, Defendant shall be entitled to a reduction in the Settlement Payment by an amount to be listed for each of non-settling States to be listed in Appendix C pertaining to their representation of State Entities.

D. The Attorneys General shall provide to Defendant (1) at the time of filing with the District Court, the proposed Distribution Plan, and (2) at the time entered by the District Court, the final, approved Distribution Plan. Defendant shall have no right to dictate or determine the

terms of the Distribution Plan. Notwithstanding the foregoing, if the Distribution Plan (as submitted to the District Court or as entered by the District Court) provides for distribution of funds paid pursuant to this Agreement to consumers that are not Eligible Consumers such that it adversely impacts Defendant, Defendant shall provide prompt notice to the Attorneys General under Section XIV below explaining why the Distribution Plan adversely impacts Defendant. The Attorneys General shall then have thirty (30) days to remedy the Distribution Plan such that it does not adversely impact Defendant. In the event the Distribution Plan continues to disadvantage Defendant, Defendant shall have the unilateral right to terminate this Agreement.

E. Insofar as Defendant elects to exercise the right to terminate this Agreement in accordance with the provisions of this Agreement, termination will be effective only upon delivery of written notice provided in compliance with Section XIV below.

F. The Attorneys General shall promptly (and in no event more than thirty (30) calendar days after the Execution Date) file a motion for a Preliminary Approval Order, including: (1) the amount of funds to be deposited into the Restitution Account and how they plan to divide those funds between State Entities and Eligible Consumers; (2) their proposed Notice to Eligible Consumers and Notice Plan to inform Eligible Consumers, Eligible Corporate Entities in Idaho, and anyone else for whom notice is required or desired, of their right: (a) to object to this Agreement, or (b) to file a timely and valid request for exclusion. The Attorneys General will provide a copy of such motion (including all exhibits and attachments to such motion) to Defendant in advance of filing. The Attorneys General may be reimbursed for the costs in connection with the Notice Plan up to five hundred thousand dollars (\$500,000 USD) from the Costs Account.

G. Within thirty (30) calendar days following the conclusion of a Notice Period specified in the Preliminary Approval Order, or by a date otherwise agreed upon by the Parties or

directed by the District Court, the Attorneys General shall file with the District Court a Motion for a Final Approval Order. At least seven (7) days prior to filing their Motion for a Final Approval Order, the Attorneys General shall provide to Defendant a copy of such motion (including all exhibits and attachments therein).

IX. TERMINATION

A. In the event that the District Court fails to give Preliminary or Final Court Approval to this Agreement, the Parties shall confer in good faith with respect to possible revisions to this Agreement that would remedy any issues preventing approval while retaining the spirit of this Agreement. After the passage of sixty (60) days from the date that the District Court's order denying approval of this Agreement is entered on the docket sheet in the Action, either the Attorneys General, collectively, or the Defendant, shall have the right, in their sole discretion, to terminate this Agreement. Termination will be effective only upon delivery of written notice provided in compliance with Section XIV below.

B. In the event that this Agreement is terminated under any provision herein, then: (1) this Agreement shall be of no force or effect, except as expressly provided in Paragraphs VIII.A and VIII.B or expressly stated elsewhere in this Agreement; (2) the Settlement Fund (with any interest accrued thereon) shall be returned forthwith to Defendant less disbursements made in accordance with Sections IV and V of this Agreement; and (3) Defendant shall be entitled to any tax refunds owing to the Settlement Fund. At the request of Defendant, and at Defendant's expense, the Attorneys General shall cause to be filed claims for any tax refunds owed to the Settlement Fund and shall pay the proceeds, after deduction of any fees and expenses incurred with filing such claims for tax refunds, to Defendant. All Parties expressly reserve all of their rights, claims, and defenses if this Agreement does not receive Final Court Approval or is otherwise terminated.

C. Further, and in any event, the Parties agree that this Agreement, whether or not it receives Final Court Approval, together with any and all documentary and/or testimonial evidence of any and all negotiations, discussions, and communications associated with this Agreement, shall not be deemed or construed to be admissible in evidence in connection with any claim or defense asserted in the Action by any person that is not a Party to this Agreement. Additionally, the Parties hereby covenant that neither the Defendant nor the Attorneys General shall offer in evidence this Agreement and/or any documentary and/or testimonial evidence of any and all negotiations, discussions, and communications associated with this Agreement in any adjudicatory proceeding of any sort (whether before a court or agency) for any purpose other than the enforcement of this Agreement.

X. EXCLUSIONS

A. No Exclusion for Certain State Releasers: The Attorneys General, States, State Entities identified on Appendix B, and other State Entities that accept a direct distribution of settlement proceeds from the Attorneys General's settlements in the Action are bound by this Agreement upon execution and have no right to seek exclusion.

B. Exclusions for Eligible Corporate Entities and Eligible Consumers: Subject to District Court approval, any Eligible Corporate Entity in Idaho or any Eligible Consumer in any State may seek to be excluded from receiving monies under this Agreement by submitting a valid and timely request for exclusion in accordance with the Notice Plan approved by the District Court at the time of Preliminary Approval. Any Eligible Corporate Entity in Idaho or Eligible Consumer in any State that submits a valid and timely request for exclusion will be ineligible to receive a distribution of any portion of the Total Settlement Amount. Defendant reserves all legal rights and defenses as to all such persons or entities who are excluded from this Agreement, and nothing in

this Agreement shall be used against Defendant in any proceeding involving such persons or entities. For the avoidance of doubt, nothing in this Agreement, including this Section, shall be construed to release an Eligible Consumer's ability to seek recovery from other settlements to which they are entitled to make a claim, or actions by themselves or on their behalf by class representatives to the extent they have not been released.

C. Requirements for Exclusion: Subject to District Court approval, in any written request for exclusion from the Agreement, the Eligible Corporate Entity in Idaho or Eligible Consumer in any State seeking exclusion must state his, her, or its full name, address, telephone number, and e-mail address and include a statement that he, she, or it wishes to be excluded from receiving monies under the settlement.

XI. NO ADMISSION OF LIABILITY

None of (1) this Agreement, (2) the fact of the Parties' settlement, nor (3) the Settlement Payment is or may be construed as an admission by the Defendant or Released Parties of: (1) liability, (2) wrongdoing of any sort, including, without limitation, the violation of any statute, or (3) the truth of any allegation of fact made by the Attorneys General or any other party in the Action. Further, none of (1) this Agreement, (2) the fact of the Parties' settlement, nor (3) the Settlement Payment may be construed as any concession by any Party as to any legal principle or contention or the validity of any defense asserted by the Defendant. Nothing in this Agreement constitutes an admission by any Party as to the strength or weakness of any Party's claims or defenses. This Agreement may not be used by the Attorneys General in any pending or future civil, criminal, or administrative action or proceeding against the Released Parties for any purpose except the enforcement of this Agreement.

XII. INJUNCTIVE RELIEF

A. Legal Compliance and Prospective Injunctive Relief: Defendant covenants that it, along with its current directors, officers, and employees, shall not engage in any unlawful price-fixing, bid-rigging, or market allocation as to any Generic Pharmaceutical Product. For clarity, this includes directly or indirectly maintaining, soliciting, suggesting, advocating, discussing, or carrying out any unlawful agreement (express or implied) with any actual or potential competitor in the generic pharmaceutical industry to: (a) fix prices for Generic Pharmaceutical Product(s); (b) submit courtesy, cover, or otherwise non-competitive, bids or proposals for the supply, distribution, or sale of Generic Pharmaceutical Product(s); (c) refrain from bidding on, or submitting proposals for, the supply, distribution, or sale of Generic Pharmaceutical Product(s); or (d) allocate customers for the sale of Generic Pharmaceutical Product(s) for the Enforcement Period. These covenants are a material term of this Agreement.

B. Business Reforms: Defendant shall implement (or continue) the following business reforms:

1. Defendant represents to the Attorneys General that it will implement, and shall continue to maintain during the Enforcement Period, a written “Antitrust Compliance Policy,” on which all of Defendant’s directors, officers, and managers and all Defendant’s current employees responsible for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products for Defendant will be trained, and all contractors, subcontractors, agents, and other persons who are responsible for the pricing or bidding of Generic Pharmaceutical Products for Defendant will be trained to the extent they have not been trained previously. All Defendant’s directors, officers, and managers and each of Defendant’s employees, who are

responsible for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products for Defendant will be required to sign an acknowledgment form stating that they have read, and will abide by, the Antitrust Compliance Policy, and all contractors, subcontractors, agents, and other persons who are responsible for the pricing or bidding of Generic Pharmaceutical Products for Defendant will be required to sign an acknowledgment form stating that they have read and will abide by the Antitrust Compliance Policy. Defendant will also conduct, during the Enforcement Period, periodic antitrust training sessions for all its directors, officers, and managers as well as its employees responsible for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products for Defendant at least once per year. The Chief Compliance Officer, as defined in section XII.C, will retain outside counsel to conduct such antitrust training, which shall be delivered by an attorney with relevant experience in the field of antitrust law, and Defendant shall keep a record of attendance at each training session to ensure that all such employees receive the training. Without compromising attorney-client privilege, outside counsel responsible for such training shall make himself or herself available annually before training is conducted for a reasonable amount of time to speak with the Representative States, or their designees, to discuss such training and consider in good faith suggestions made by the Attorneys General as to that training. Defendant's training sessions and the Antitrust Compliance Policy shall include clear instructions that, if an employee identifies any problematic conduct undertaken by any of Defendant's employees that might violate the antitrust laws, they are required to contact Defendant's General Counsel and the Chief Compliance

Officer. Defendant's training sessions and the Antitrust Compliance Policy shall also make clear the consequences of antitrust violations. So long as any payments are outstanding under this Agreement, annually, at their sole discretion, the Representative States or their designees may interview up to three current employees of Defendant selected by the Attorneys General to verify and evaluate Defendant's compliance with this training and corporate certification requirement.

2. Defendant shall use all commercially reasonable efforts to continue selling any of the Drugs at Issue in U.S. markets that it currently sells as well as all commercially reasonable efforts to avoid any disruptions in any supply chains outside of the United States used by Defendant to supply such drugs to U.S. markets.

3. Defendant shall maintain policies and procedures designed to ensure that pricing, sale, or bidding decisions are made in compliance with applicable antitrust laws, including maintaining a pricing committee separate from Defendant's field sales team. The pricing committee shall be comprised of voting members, including representatives from legal, compliance, commercial, and finance, and shall be responsible for assessing and approving or denying, within the thresholds established by the pricing committee charter,⁵ wholesale acquisition cost, average wholesale price, or net price increases for Defendant's U.S. drug portfolio. The pricing committee should meet regularly, at least monthly, or on an ad hoc basis as necessary, and minutes of the meetings shall be maintained. The field sales team shall be responsible for engaging with customers and gathering and providing

⁵ See Exhibit A, Pricing Committee Charter.

market intelligence. Members of the field sales team shall have no pricing or bidding authority and shall make no representations as to any prices or bids that Defendant may submit, or is submitting, to any employee or a contractor of any competitor. Defendant shall maintain and use a price management system that documents pricing and bid decisions, including records of customer communications and pricing and bid decisions.

C. Chief Compliance Officer: During the Enforcement Period, Defendant shall appoint and maintain a Chief Compliance Officer who, during the Enforcement Period, will serve to enforce Defendant's Antitrust Compliance Policy, monitor Defendant's employees to ensure that there are no violations of the antitrust laws, and serve as an additional contact, in coordination with Defendant's established corporate policies, for employees to report any conduct that may violate the antitrust laws. The Chief Compliance Officer shall retain outside counsel to (i) conduct comprehensive and effective antitrust training as described in Section XII.B.1, and (ii) investigate potential violations of this Agreement or antitrust laws. Defendant shall provide outside counsel with adequate resources and authority to complete such tasks. The Chief Compliance Officer shall advise and report to Defendant's Board of Directors, and shall be responsible for ensuring Defendant's performance of the following:

1. Furnishing a copy of this Agreement, within thirty (30) days after the entry of the Final Approval Order, to each member of Defendant's Board of Directors, to its Chief Executive Officer, to each of its Senior Vice-Presidents, and to each of Defendant's employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products;

2. Furnishing a copy of this Agreement in a timely manner to each officer, director, or employee who succeeds to any position identified above; and
3. Maintaining its Antitrust Compliance Policy and ensuring comprehensive and effective antitrust training is conducted on an annual basis, as described in Section XII.B.1.

The Representative States, or their designees, may, at their sole discretion, interview the Chief Compliance Officer on an annual basis during the Enforcement Period for the purpose of verifying and evaluating Defendant's performance of the foregoing.

D. Potential Violations: During the Enforcement Period, upon discovery or receipt by Defendant's General Counsel or Chief Compliance Officer of any evidence or credible allegation of conduct that may constitute an actual or potential criminal antitrust violation, civil violation of the antitrust laws at issue in the Action, or violation of this Agreement, and following reasonable investigation of such notification, Defendant shall take appropriate action to: (1) immediately terminate or modify Defendant's conduct to assure continued compliance with this Agreement (if necessary unless instructed or requested otherwise by a criminal antitrust enforcement authority pursuant to a leniency policy); and (2) within thirty (30) business days of such discovery or receipt of any evidence or credible allegation suggesting an actual or potential criminal antitrust violation, civil violation of the antitrust laws at issue in the Action, or violation of this Agreement, provide to the designated Representative States, in writing, a description of the actual or potential violation and the corrective actions taken (if any).

E. Reporting: By no later than one (1) year from the Execution Date, Defendant shall submit to the Representative States, or their designees, a written report setting forth a complete description of its continued compliance and monitoring efforts since the conclusion of its

independent corporate integrity monitor requirement on September 1, 2026, including its internal controls, policies, procedures, and scope of reviews. In addition, during the Enforcement Period, the Chief Compliance Officer shall report to the Representative States, or their designees, periodically, at no less than twelve (12) month intervals, regarding Defendant's internal controls, policies, procedures, and compliance program. That report shall:

1. Specify any changes to Defendant's Antitrust Compliance Policy since the last report (to the extent that would not reveal privileged information), provide detail as to whether the requirements of the program were carried out over the course of the past year, and confirm that all employees responsible for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products for Defendant have attended Defendant's compliance training within the past twelve (12) months.
2. Confirm that Defendant is in substantial compliance with Defendant's Antitrust Compliance Policy and the requirements of this Section, and
3. Confirm that no actual or potential antitrust violations have been identified; or provide a brief description of any actual or potential antitrust violations discovered and all actions taken to address such antitrust violations.

The Representative States, or their designees, shall have the right to interview the Chief Compliance Officer after receipt of any required report or disclosure in addition to interviewing them regarding compliance training. In any such interview, the Chief Compliance Officer shall not be required to disclose attorney-client privileged information and may be represented by outside counsel.

F. Confidentiality: All written reports provided by Defendant regarding its compliance, training, actual or potential breaches of this Agreement, or actual or potential antitrust

violations shall be treated as Highly Confidential under the applicable Protective Orders in the Action. In addition, Defendant may request confidential treatment of all written reports provided by Defendant regarding its compliance, training, actual or potential breaches of this Agreement, or actual or potential antitrust violations under all applicable state statutes governing freedom of information.

G. Review: During the Enforcement Period, the Representative States or their designees shall have the right to request non-privileged documents and data sufficient to verify compliance with the non-monetary terms of this Agreement, and Defendant shall comply with such requests and produce documents or data within a reasonable period of time and in good faith. Defendant is not required to waive any privileges it may have as a condition for doing so and may designate such documents or data as Confidential or Highly Confidential under the applicable Protective Orders in the Action and may request confidential treatment of such documents or data under all applicable state statutes governing freedom of information. Upon request of documents or data, Defendant may offer an interview of the Chief Compliance Officer prior to producing documents or data, and Defendant shall arrange for that interview to take place within a reasonable period of time. In any such interview, the Chief Compliance Officer shall not be required to disclose attorney-client privileged information and may be represented by outside counsel. If the Representative States, or their designees, are not satisfied that Defendant is in compliance with the terms of this Agreement after interviewing the Chief Compliance Officer, Defendant shall provide the Representative States, or their designees, the requested documents and data within a reasonable period of time and in good faith.

H. So long as any payments are outstanding under this Agreement, Defendant shall notify the Representative States, or their designees, of any material spin-off, sale, divestiture, or

acquisition of Generic Pharmaceutical Products assets at least ninety (90) days in advance of the transaction. In the event Defendant enters into a contract for sale, merger, transfer, or other change in corporate form that constitutes substantially all of the assets and employees of Defendant, that agreement shall contain a provision binding the purchaser, or any successor in interest thereto, to the equitable non-monetary and monetary terms agreed to herein. For the avoidance of doubt, if payments are outstanding under this Agreement and Defendant enters into a contract for sale, merger, transfer, or other change in corporate form that constitutes substantially all of the assets of Defendant, that agreement shall contain a provision binding the purchaser, or any successor in interest thereto, to the monetary terms agreed to herein.

I. The Parties agree that the covenants in this Section shall be immediately enforceable on the Execution Date and shall be part of the proposed court orders to be submitted to the District Court with the motion for Final Court Approval. The covenants shall further be implemented as part of the District Court's approval of the Agreement and shall be fully enforceable thereafter as part of the District Court's approval orders for the remaining duration of these covenants. The Parties also specifically agree that the States may file a new action to enforce these covenants.

J. Defendant's compliance with this Section XII shall be at its sole expense.

XIII. DISCOVERY, AUTHENTICATION AND COOPERATION

A. Defendant agrees to provide reasonable cooperation to the Attorneys General in connection with the prosecution of the Action against Other Defendants as set forth herein. These cooperation obligations will terminate on the earlier of: (a) ten (10) years after the Final Approval Order, or (b) if all of the States' claims against the Other Defendants are resolved (through settlement or judgment) prior to ten (10) years after the Final Approval Order, when final judgment

is entered as to the last remaining Other Defendant(s). Subject to these limitations, Defendant shall provide the following reasonable cooperation to the States, and their respective counsel, as a condition of this Agreement:

1. Reasonable efforts to authenticate and lay the foundation necessary for admission in evidence of documents or data identified by the Attorneys General for use in the Action as business records, as non-hearsay, or as falling within exceptions to or exemptions from the hearsay rule, with such reasonable efforts to include (without limitation) preparation and filing of affidavits or declarations and/or live witness testimony.
2. Based on Defendant's representations that Defendant no longer retains any employees in any capacity who were involved in any way with the alleged conduct in the Action, providing the last known location of any Defendant employees requested by the Attorneys General who were involved in any of the factual allegations in the Action, who are no longer employed or under contract with Defendant.
3. Provide a current employee of Defendant, pursuant to an attorney proffer, who can describe and explain the generics industry from 2011 through the present.
4. Reasonable efforts to assist the Attorneys General to understand data produced by Defendant, including consulting with technical personnel to address questions posed by the Attorneys' General respective data consultants, and to provide any additional information or data reasonably necessary to understand or clarify the data or otherwise render it admissible in evidence, and to provide additional data as may be reasonably necessary for use at trial.

5. Attorney proffers on Defendant's, and current and former employees' knowledge and roles in the conduct alleged in the Action, to the extent not already provided.

6. Provide non-privileged summaries of interviews of persons with relevant information concerning the allegations in the Action, to the extent the person was previously interviewed by Defendant, and provide non-privileged summaries of any future interviews, if any such interviews are conducted, of persons with relevant information concerning the allegations in the Action. Such summaries will be limited to information relevant to the Action. If the summaries reference or are supported by documents or data, Defendant shall provide the Bates number assigned to those documents or data in the Action.

7. Defendant will continue to cover reasonable legal fees of Christopher Bihari and Michael Vezza that are incurred in the Action, unless they are found by a court of competent jurisdiction to have committed perjury.

8. Defendant will, in good faith, consider reasonable requests from the Attorneys General for additional assistance that does not impose an undue burden on Defendant. Defendant also agrees to encourage current and former employees (including Armando Kellum and Walt Kaczmarek) to provide reasonable assistance to the Attorneys General that does not impose an undue burden on Defendant and/or its current or former employees. The Attorneys General will likewise, in good faith, consider reasonable requests from Releasees for additional assistance that does not impose an undue burden on the Attorneys General.

Notwithstanding the foregoing, Defendant may assert, where applicable, work product doctrine, attorney-client privilege, common-interest privilege, joint-defense privilege, or any other applicable doctrine or privilege, including prohibitions on disclosure based on any relevant law (including foreign laws), government entities, or court order (collectively, “Privileged Material”), and none of these cooperation obligations shall obligate Defendant to disclose Privileged Material from Other Defendants, Privileged Material from related affiliates, subsidiaries, or parents of Defendant, or Defendant’s Privileged Material, unless such document or information was in Defendant’s possession, custody, or control and nonprivileged prior to Defendant receiving or providing it pursuant to a common-interest or joint-defense agreement.

B. Ongoing Litigation Practice: As of the Execution Date, neither party shall serve any discovery requests on the other, take depositions of the other, file any motions against the other, or take any other adverse action against the other in the MDL or any related litigation, except insofar as such filings are necessary to preserve any Party’s respective procedural rights in the Action (such as, without limitation, motions for extensions of filing deadlines or modification of scheduling orders) and as specified herein as to enforce the terms of this Agreement. For the avoidance of doubt, the Attorneys General may continue to attend or take depositions in the Action of current and former employees of Defendant and may question those employees as it relates to the prosecution of claims against Other Defendants in the Action. Counsel for Defendant may likewise continue to attend or take depositions in the Action of current and former employees of the Attorneys General and of any other individuals represented by the Attorneys General in the Action and may question those individuals as it relates to Defendant’s defense of claims brought by any plaintiff, other than the Attorneys General, in the MDL or any related action.

C. The Attorneys General shall continue to have the same rights that they currently have to receive discovery provided by Defendant to other parties in the MDL or the Action pursuant to the protective order governing the use of documents and other information produced in the MDL.

XIV. NOTICE

A. Service of any summons or complaint, and any other process which may be served on Defendant may be made by mailing via registered mail or delivering a copy of such process to Defendant's counsel in the Action. Any and all notices, requests, consents, directives, or communications provided by any Party to this Agreement to any Party to this Agreement pursuant to any obligation or term set forth herein shall be in writing and shall, unless expressly provided otherwise, be sent by registered United States mail and electronic mail to:

1. For Defendant:

Matthew Kent
Alston & Bird LLP
1201 W Peachtree St NE #4900
Atlanta, GA 30309
matthew.kent@alston.com

ATTN: General Counsel
Sandoz Inc.
100 College Road West
Princeton, NJ 08540

2. For the Attorneys General:

Nicole Demers
Deputy Associate Attorney General, Chief of the Antitrust Section
Connecticut Attorney General's Office
165 Capitol Ave.
Hartford, CT 06106

Tel: (860) 808-5030
Email: nicole.demers@ct.gov

Christopher Teters
Assistant Attorney General
Office of the Kansas Attorney General, Kris W. Koback
120 SW 10th. Ave., Fl. 2,
Topeka, KS 66612
(785) 368-8429
Chris.teters@ag.ks.gov

B. Any one of the Parties may change the contact information to which such notices, requests, consents, directives, or communications are to be delivered by giving the other Parties prior written notice of the changed contact information, in the manner herein above provided, ten (10) calendar days before the change is effective.

XV. MISCELLANEOUS

A. Authority: Each party affirms that this Agreement has been executed by its authorized representative, who is acting within their capacity and authority and that by their signature this representative is binding on the Party on behalf of whom the Agreement is executed to the terms and conditions of this Agreement.

B. Benefit and Binding Effect: The terms of this Agreement shall be binding on and shall inure to the benefit of the Parties and their successors. The Parties do not intend this Agreement, or any part hereof, or any aspect of the Agreement or the releases provided herein, to extend to, to release, or otherwise to affect in any way any rights that the Attorneys General have or may have against any other person, party or entity whatsoever, other than the Released Parties. No third-party rights are created by this Agreement.

C. Entire Agreement: This Agreement contains the entire agreement and understanding of the Parties related to settlement and representations made herein, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions, whether oral or written, between the Parties related to settlement or any of the terms in this Agreement. There are no additional promises or terms of this Agreement other than those contained herein. In entering into this Agreement, the Parties have not relied upon any representation or promise made by any other party that is not contained in this Agreement. In entering into this Agreement, each Party has relied on the representation that the other Party has not relied upon any representation or promise outside of the representations and promises contained in this Agreement.

D. This Agreement shall not be modified, changed, cancelled, rescinded, amended, or varied (except under the specific termination provisions set forth herein), nor may any or all of its terms be waived, except in a writing signed by all Parties' authorized representatives.

E. Each of the Parties hereto participated materially in the drafting of this Agreement. None of the Parties hereto shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter thereof. The terms of this Agreement shall control in the event there are any conflicting terms in any related document.

F. Dates and Times: All dates and time periods in this Agreement shall be calculated pursuant to the Federal Rules of Civil Procedure. All such dates and time periods may be modified if mutually agreed upon, in writing, signed by counsel for the Representative States and by Defendant or by its authorized representatives.

G. Headings: The headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

H. Choice of Law: The Agreement and any related documents shall be subject to, governed and construed, interpreted, and enforced, pursuant to the laws of the State of Connecticut, including Conn. Gen. Stat. Ann. § 52-572h, barring contribution against a settling defendant, without regard to Connecticut's conflicts of laws provisions. In addition, the law of each state (including, e.g., Cal. Civ. Pro. Code § 877 and N.Y. Gen. Oblig. Law § 15-108) continues to apply with respect to all settlements entered into and judgments entered in connection with claims related to the Conduct and based on that State's law. Consistent with such law, this Agreement is conditioned upon the District Court's finding that it was entered into in good faith.

I. Choice of Venue: The Attorneys General and Defendant irrevocably consent to the venue of the District Court in any action or proceeding to enforce the obligations contained in this Agreement, except to enforce the obligations in this Agreement in a bankruptcy proceeding or action collateral to a bankruptcy proceeding. The District Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, and all Parties hereby submit to the exclusive jurisdiction of the District Court for purposes of implementing and enforcing this Agreement.

J. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile transmission, or in Adobe Portable Document Format (PDF) sent by electronic mail, shall be deemed to be original signatures and this Agreement may be delivered by email of PDF files.

IT IS HEREBY AGREED by the undersigned as of:

Signed by:

Leo Bronfman

1288778928A54E0...

Leo Bronfman
VP & General Counsel of North America
Sandoz Inc.
100 College Road West
Princeton, NJ 08540

Dated: July 31, 2026

FOR SANDOZ INC. AND FOUGERA PHARMACEUTICALS INC.

STATE OF ALASKA

CORI MILLS

ACTING ATTORNEY GENERAL

By: /s/ Jeff Pickett Date: 9/4/2026

Jeff Pickett

Senior Assistant Attorney General

Alaska Bar No. 9906022

Alaska Department of Law

Special Litigation Section

1031 West 4th Ave., Suite 200

Anchorage, AK 99501

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND
THE SINGLE STATE AGENCY FOR
ALASKA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Alaska (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

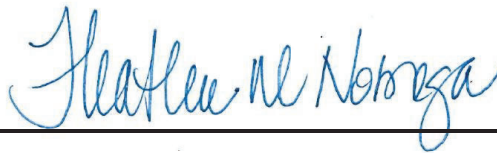
By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: August 10, 2026

Signature: _____



Name: HEATHER M. NOBREGA

Position/Title: Director

Alaska Medicaid Fraud Control Unit

Single State Agency for Medicaid

Dated: 8/11/2026

Signature:  _____

Name: Emily Ricci

Position/Title: Deputy Commissioner

State of Alaska Department of Health

STATE OF ARIZONA
KRISTIN K. MAYES
Attorney General

By: /s/ Robert A. Bernheim

Robert A. Bernheim

Unit Chief Counsel, Antitrust & Privacy Unit

Office of the Arizona Attorney General

400 W. Congress, Ste. S-315

Tucson, AZ 85701

Telephone: (520) 628-6507

Facsimile: (602) 542-4377

Counsel for State of Arizona

Dated: August 25, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
ARIZONA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of ARIZONA (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

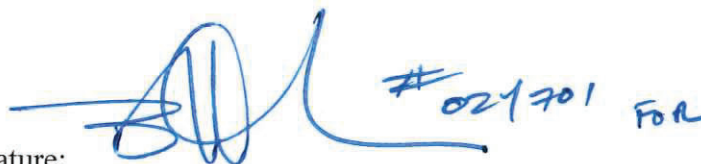
By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated 8/25/26

Signature:



Steve Duplissis

Name:

Arizona Medicaid Fraud Control Unit Director

Position/Title:

Single State Agency for Medicaid

Dated: 8/25/26

Signature: _____



Name: Vanessa Templeman

Position/Title: Inspector General for AHCCCS OIG

8.25.26

/s/ Emilio Varanini

Emilio Varanini
Supervising Deputy Attorney General
Office of the Attorney General California
455 Golden Gate, Suite 11000
San Francisco, CA 94102-7004
Telephone: (415) 510-3541
E-mail: Emilio.Varanini@doj.ca.gov

Attorney for the State of California

Dated: August 24, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
CALIFORNIA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of California (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: _____

Signature: _____



Name: Randy Glaser

Senior Assistant Attorney General

Position/Title: Division of Medi-Cal Fraud and Elder Abuse
California Department of Justice

Single State Agency for Medicaid

Dated: 8/24/26

Signature: _____

Name: Melissa Harkness-Corral

Position/Title: Interim Deputy Director and Chief Counsel

Office of Legal Services, Department of Health Care Services

PHILIP J. WEISER
Attorney General

/s/ Robin E. Alexander
Robin E. Alexander, 48345*
Elizabeth W. Hereford, 58252*
Aric J. Smith, 57461*
Assistant Attorneys General
Colorado Department of Law
1300 Broadway, 9th Floor
Denver, CO 80203
Phone: (720) 508-6000

Counsel for the State of Colorado

Dated: 08/03/2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
COLORADO**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Colorado (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 08/14/2026

Signature:

Rebecca Weber

Digitally signed by Rebecca Weber
Date: 2026.08.14 10:06:02 -06'00'

Name: Rebecca S. Weber

Position/Title: First Assistant Attorney General/Director

Colorado Medicaid Fraud, Abuse & Neglect Unit

Single State Agency for Medicaid

Dated: 08/13/2026

Signature: 

Name: Gretchen Hammer

Position/Title: Executive Director

STATE OF CONNECTICUT
WILLIAM TONG
ATTORNEY GENERAL

/s/ Amy Taylor

Amy Taylor (phv209197)

Assistant Attorney General

Nicole Demers

Deputy Associate Attorney General

Federal Bar No. ct27223

Connecticut Office of the Attorney General

165 Capitol Ave.

Hartford, CT 06106

Tel: (860) 808-5030

Fax: (860) 808-5391

Amy.Taylor@ct.gov

Nicole.Demers@ct.gov

Counsel for the State of Connecticut

Dated: August 4, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
CONNECTICUT**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Connecticut (the "State") regarding the Settlement Agreement:

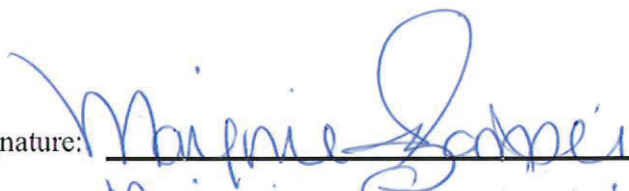
[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/10/26

Signature: 

Name: Marjorie Sozanski

Position/Title: Supervisory Assistant State's Attorney
Direct Medicaid Fraud Control Unit

Single State Agency for Medicaid (Connecticut)

Dated: 8/11/2026

Signature: _____

Name: Andrea Barton Reeves

Position/Title: Commissioner

Department of Social Services

STATE OF DELAWARE
KATHLEEN JENNINGS
ATTORNEY GENERAL

/s/ Michael A. Undorf

Michael A. Undorf
Deputy Attorney General
Delaware Department of Justice
820 N. French St., 5th Floor
Wilmington, DE 19801
(302) 683-8816
michael.undorf@delaware.gov

Counsel for the State of Delaware

Dated: August 17, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
DELAWARE**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Delaware (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/10/26 Signature: /s/Stephen McDonald
Name: Stephen McDonald
Position/Title: Director, Medicaid Fraud Control Unit
Delaware Department of Justice

Single State Agency for Medicaid

Dated: 8/12/26 _____

Signature: _____

DocuSigned by:

Andrew Wilson

35F947C98C8B499...

Name: Andrew Wilson _____

Position/Title: Deputy Secretary for Medicaid _____

Delaware Department of Health & Social Services _____

PLAINTIFF DISTRICT OF COLUMBIA
BRIAN L. SCHWALB
ATTORNEY GENERAL

/s/ Adam Gitlin

Adam Gitlin

Chief, Antitrust and Nonprofit Enforcement Section

Public Advocacy Division

Office of the Attorney General for the District of Columbia

400 6th Street NW

Washington, D.C. 20001

Tel: 202-442-9864

adam.gitlin@dc.gov

Counsel for the District of Columbia

Dated: August 13, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
DISTRICT OF COLUMBIA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of **DISTRICT** OF COLUMBIA (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/10/2026

Signature: 

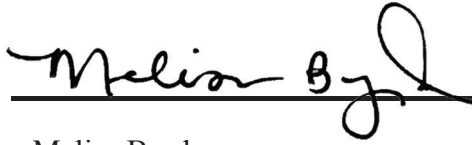
Name: LaVan Griffith

Position/Title: Assistant Inspector General-Director, MFCU

Single State Agency for Medicaid

Dated: 8/26/2026

Signature: _____



Name: Melisa Byrd

Position/Title: Senior Deputy Director and Medicaid Director

State Attorney General For Anti-Trust

Dated: 8/13/26

Signature: /s/ Adam Gitlin

Name: Adam Gitlin

Position/Title: Chief, Antitrust and Nonprofit
Enforcement Section, Public Advocacy Division,
Office of the Attorney General for the District of
Columbia

PLAINTIFF STATE OF IDAHO
RAÚL R. LABRADOR
ATTORNEY GENERAL

By: /s/ John K. Olson

John K. Olson
Deputy Attorney General
Idaho Office of the Attorney General
Consumer Protection Division
954 West Jefferson Street, 2nd Floor
Boise, Idaho 83702
(208) 332-3549
john.olson@ag.idaho.gov

Counsel for the State of Idaho

Dated: August 11, 2026



STATE OF IDAHO

OFFICE OF THE ATTORNEY GENERAL

RAÚL R. LABRADOR

August 18, 2026

VIA EMAIL: Hamid.Qazi@doj.ca.gov and Christina.Day@doj.ca.gov

Hamid Qazi and Christina Day
State of California Department of Justice

Re: Settlement Agreement with Sandoz, Inc. (NAMFCU #1353)

Dear Hamid and Christina:

Enclosed is the MFCU- and SSA-signed and dated signature page for the State of Idaho.

If you have any questions, please contact me at (208) 334-4100 or via email at Sam.Camp@ag.idaho.gov.

Respectfully,

A handwritten signature in black ink, appearing to read "Sam Camp", followed by a long horizontal line.

Sam Camp, Director
Medicaid Fraud Control Unit

SC:kcb
Enclosure

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
IDAHO**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Idaho (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/18/2026

Signature: _____



Name: Sam Camp

Position/Title: Director

Single State Agency for Medicaid

Dated: 8/17/26 Signature: 
Name: Sasha O'Connell
Position/Title: Deputy Director, Division of Medicaid
Idaho Department of Health and Welfare

***PLAINTIFF STATE OF ILLINOIS
KWAME RAOUL
ATTORNEY GENERAL***

/s/ Brian M. Yost

Brian M. Yost, Assistant Attorney General
Office of the Illinois Attorney General
115 S. LaSalle St.
Chicago, Illinois 60603
Tel: (872) 276-3598
Brian.Yost@ilag.gov

Counsel for the State of Illinois

Dated: August 5, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
ILLINOIS**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Illinois (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/26/26

Signature: Heather D'Orazio

Name: Heather D'Orazio

Position/Title: Director, Illinois Medicaid Fraud Control Unit

Office of the Illinois Attorney General

Single State Agency for Medicaid

Dated: 8/26/2026

Signature: *Elizabeth M. Whitehorn by Cassidy Jeon*

Name: ELIZABETH M. WHITEHORN

Position/Title: Director

IL Department of Healthcare and Family Services

PLAINTIFF STATE OF INDIANA

THEODORE E. ROKITA
INDIANA ATTORNEY GENERAL

By: /s/ Tamara Weaver

Tamara Weaver

Deputy Attorney General

Indiana Government Center South – 5th Fl.

302 W. Washington Street

Indianapolis, IN 46204-2770

Phone: (317) 234-7122

Fax: (317) 232-7979

Email: Tamara.Weaver@atg.in.gov

Counsel for Plaintiff State of Indiana

Dated: August 25, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
INDIANA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Indiana (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/25/2026

Signature:

Matthew Whitmire

Name:

Matthew Whitmire

Position/Title:

Director Indiana Medicaid Fraud Control Unit

Single State Agency for Medicaid

Dated: **08/25/2026**

Signature: _____

Audrey Frenzel

Name: _____

Audrey Frenzel

Position/Title: _____

Medicaid Director, Indiana Family and Social
Services Administration, Office of Medicaid Policy
and Planning

**PLAINTIFF STATE OF IOWA
BRENNIA BIRD
ATTORNEY GENERAL**

/s/ Noah Goerlitz

Noah Goerlitz

Assistant Attorney General

Office of the Iowa Attorney General

1305 E. Walnut St.

Des Moines, IA 50319

(515) 725-1018

noah.goerlitz@ag.iowa.gov

Counsel for the State of Iowa

Dated: August 27, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
IOWA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Iowa (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/20/2026

Signature: 

Name: Tricia Dieleman

Position/Title: Assistant Attorney General for the Iowa MFCU

Iowa Attorney General's Office &
Iowa Medicaid Fraud Control Unit

Single State Agency for Medicaid

Dated: 8/20/2026

Signature:



Name:

Lee Grossman

Position/Title:

Medicaid Director

Iowa Health and Human Services
321 E. 12th Street
Des Moines, IA 50319

/s/Christopher Teters

Christopher Teters, KS No. 27248

Assistant Attorney General

Office of the Kansas Attorney General, Kris. W. Kobach

120 SW 10th. Ave., Fl. 2,

Topeka, KS 66612

(785) 368-8429

chris.teters@ag.ks.gov

Counsel for the State of Kansas

Dated: September 11, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
KANSAS**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Kansas (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

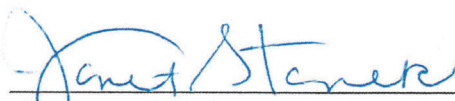
Dated this 25th day of August, 2026.



Gregory T. Benefiel
Director/First Assistant Attorney General
Office of the Attorney General
120 SW 10th Avenue
Topeka, Kansas 66612

Single State Agency for Medicaid

Dated this 24 day of August, 2026.



Hon. Janet Stanek
Secretary
Department of Health & Environment
1000 SW Jackson Street
Topeka, Kansas 66612

Commonwealth of Kentucky

s/Jonathan E. Farmer

Jonathan E. Farmer

Deputy Executive Director of Consumer Protection

Office of the Attorney General of Kentucky

1024 Capital Center Drive, Suite 200

Frankfort, KY 40601

Tel: 502-696-5448

Fax: 502-573-8317

Jonathan.Farmer@ky.gov

Attorney for the Commonwealth of Kentucky

Dated: 8/17/2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
KENTUCKY**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of KENTUCKY (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 08/27/2026

Signature: Matt Kleinert

Name: Matthew Kleinert

Position/Title: Executive Director

Kentucky MFCU

Single State Agency for Medicaid

Dated: 08/27/26

Signature: *Lisa D. Lee*

Name: Lisa D. Lee

Position/Title: Commissioner

Kentucky Department for Medicaid Services

STATE OF MAINE

AARON M. FREY
ATTORNEY GENERAL

/s/ Christina M. Moylan

Christina M. Moylan
Chief, Consumer Protection Division
Office of the Maine Attorney General
6 State House Station
Augusta, Maine 04333-0006
Phone: (207) 626-8800
christina.moylan@maine.gov

Attorney for Plaintiff State of Maine

Dated: 8/18/2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
MAINE**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Maine (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/13/2026

Signature: 

Name: William R. Savage

Position/Title: Assistant Attorney General, Director, Healthcare Crimes Unit
OFFICE OF THE ATTORNEY GENERAL

Single State Agency for Medicaid

Dated: 8-18-2024 Signature: 
Name: Sara Gagné-Holmes
Position/Title: Commissioner, Department of Health and Human
Services

FOR PLAINTIFF STATE OF MARYLAND:

ANTHONY G. BROWN
ATTORNEY GENERAL

/s/Schonette J. Walker

Schonette J. Walker

Assistant Attorney General

Chief, Antitrust Division

200 Saint Paul Place

19th Floor

Baltimore, Maryland 21202

410.576.6473

swalker@oag.maryland.gov

Counsel for Plaintiff State Maryland

Dated: 8.28.26

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
MARYLAND**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Maryland (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: _____ Signature: W. Zak Shirley

Name: W. Zak Shirley

Position/Title: Director, Maryland MFVUU

Maryland Office of the Attorney General

Single State Agency for Medicaid

Dated: 8/26/2026

Signature:



Name:

Meena Seshamani

Position/Title:

Maryland Secretary of Health

ANDREA JOY CAMPBELL,
ATTORNEY GENERAL

/s/ Anthony Mariano

Anthony Mariano, MA No. 688559
Chief, Antitrust Division
Jennifer E. Greaney, MA No. 643337
Deputy Chief, Antitrust Division
Office of the Massachusetts Attorney General
One Ashburton Place, 18th Floor
Boston, Massachusetts 02108
Tel: (617) 963-2981
jennifer.greaney@mass.gov

Counsel for the Commonwealth of Massachusetts

Dated: August 12, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
MASSACHUSETTS**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the Commonwealth of Massachusetts (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: <u>8/25/26</u>	Signature: <u>Kevin Lownds</u>
	Name: <u>Kevin Lownds</u>
	Position/Title: <u>Division Chief</u>
	<u>Medicaid Fraud Division</u>

Single State Agency for Medicaid

Dated: 8/25/26 Signature: 
Name: Dr. Kiame Mahaniah
Position/Title: Secretary
Executive Office of Health and Human Services

FOR PLAINTIFF PEOPLE OF THE STATE OF MICHIGAN:

DANA NESSEL

Attorney General of Michigan



SCOTT A. MERTENS

Section Head

Corporate Oversight Division

MertensS@michigan.gov



JONATHAN S. COMISH

Assistant Attorney General

Corporate Oversight Division

ComishJ@michigan.gov

Michigan Department of Attorney General

525 W Ottawa St.

Lansing, MI 48933

Telephone: 517-335-7622

Attorneys for Plaintiff People of the State of Michigan

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
MICHIGAN**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Michigan (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 08/17/2026

Signature: _____



Name: Timothy C. Erickson

Position/Title: First Assistant

Health Care Fraud Division – MI Attorney General

Single State Agency for Medicaid

Dated: 8/17/26

Signature: 

Name: Meghan E. Groen

Position/Title: Chief Deputy Director

Health Services

FOR PLAINTIFF STATE OF MINNESOTA

KEITH ELLISON
ATTORNEY GENERAL

/s/ Jon M. Woodruff

Jon M. Woodruff

Assistant Attorney General

Office of the Minnesota Attorney General

445 Minnesota Street, Suite 600

Saint Paul, MN 55101

(651) 300-7425

jon.woodruff@ag.state.mn.us

Counsel for the State of Minnesota

Dated: August 31, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
MINNESOTA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Minnesota (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8-24-26

Signature: _____



Name: Nicholas Wanka

Position/Title: Director, Minnesota MFCU

Single State Agency for Medicaid

Dated: 8/21/2026 Signature: _____

A handwritten signature in black ink, appearing to read "J. H. Clark" with a stylized flourish at the end.

Name: James Clark

Position/Title: Inspector General

Minnesota Department of Human Services

FOR PLAINTIFF STATE OF MISSISSIPPI

STATE OF MISSISSIPPI
LYNN FITCH, ATTORNEY GENERAL

/s/ Tricia L. Beale

Tricia L. Beale, Esq. (MSB #99113)
Special Assistant Attorney General
Consumer Protection Division
Mississippi Attorney General's Office
2555 14th Street
Gulfport, Mississippi 39501
Telephone: 228-386-4404
tricia.beale@ago.ms.gov

Dated: August 25, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
MISSISSIPPI**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of MISSISSIPPI (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/24/26

Signature: Marlin A. Miller

Name: MARLIN A. MILLER

Position/Title: DIRECTOR MFCU

MISSISSIPPI ATTORNEY GENERAL

Single State Agency for Medicaid

Dated: 8/24/2026 | 10:18:01 AM CDT Signature: Cindy Bradshaw

Name: Cindy Bradshaw

Position/Title: Executive Director

Division of Medicaid

STATE OF NEBRASKA

MICHAEL T. HILGERS
Nebraska Attorney General

/s/ David Bydalek

David Bydalek
Chief Deputy Attorney General
Nebraska Attorney General's Office
1445 K Street, Room 2115
Lincoln, NE 68509-8920
Telephone: (402) 471-2683
Fax: (402) 471-4725
dave.bydalek@nebraska.gov

Attorney for State of Nebraska

Dated: 08/25/2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
NEBRASKA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Nebraska (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 9/26/26

Signature: _____

Name: _____

Position/Title: _____

Justin J. Hall
Director / AAG
Nebraska Medicaid Fraud Control Unit

Single State Agency for Medicaid

Dated: 08/26/26 Signature: 
Name: Jeremy Brunssen
Position/Title: Interim Director, Medicaid
Nebraska Dept. of Health and Human Svcs

PLAINTIFF STATE OF NEVADA:

AARON D. FORD

NEVADA ATTORNEY GENERAL

By: /s/ Lucas J. Tucker
Lucas J Tucker
Senior Deputy Attorney General
Nevada Attorney General, Bureau of Consumer Protection
8945 West Russell Road, Suite 204
Las Vegas, Nevada 89148
(702) 486-3256
ltucker@ag.nv.gov

Counsel for the State of Nevada

Date: August 21, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
NEVADA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of NEVADA (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8-27-26

Signature: _____

Name: _____

Position/Title: _____

Andrew Schulte

ANDREW SCHULTE

CHIEF DEPUTY ATTORNEY GENERAL

MFCU

Single State Agency for Medicaid

Dated: 08/26/2026

Signature: _____



Name: _____

Ann Jensen

Position/Title: _____

Medicaid Administrator

Sandoz Multistate Settlement

STATE OF NEW HAMPSHIRE

JOHN M. FORMELLA,
ATTORNEY GENERAL

/s/ Alexandra Sosnowski

Alexandra C. Sosnowski, NH Bar # 268996

Senior Assistant Attorney General

Consumer Protection and Antitrust Bureau

New Hampshire Department of Justice

One Granite Place South

Concord, New Hampshire 03301

Alexandra.C.Sosnowski@doj.nh.gov

Counsel for Plaintiff State of New Hampshire

Dated: August 25, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
NEW HAMPSHIRE**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of New Hampshire (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

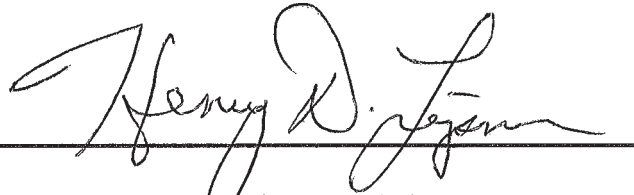
Medicaid Fraud Control Unit

Dated: 8/24/26 Signature: 
Name: Charles Bucca
Position/Title: Director, NH MFCU

Single State Agency for Medicaid

Dated: 8/28/26

Signature:

A handwritten signature in black ink, appearing to read "Henry D. Lipman", written over a horizontal line.

Name:

Henry D. Lipman, FACHE

Position/Title:

Medicaid Director

New Hampshire Dept. of Health and Human Services

JENNIFER DAVENPORT

Attorney General of New Jersey

By: /s/ Yale A. Leber

Yale A. Leber

Deputy Attorney General

Division of Law

Antitrust Litigation and Competition Enforcement

124 Halsey Street

PO Box 45029

Newark, NJ 07101

Tel: (862) 381-4150

Yale.Leber@law.njoag.gov

Counsel for the State of New Jersey

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
New Jersey**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of New Jersey (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

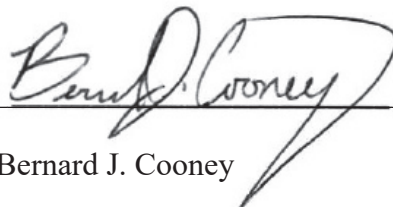
By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/19/2026

Signature:



Name:

Bernard J. Cooney

Position/Title:

Acting Insurance Fraud Prosecutor
Office of the Attorney General

Single State Agency for Medicaid

Dated: 8/21/2026

Signature: *Gregory Woods*

Name: Gregory Woods

Position/Title: Assistant Commissioner
Division of Medical Assistance and Health Services
Department of Human Services

FOR PLAINTIFF STATE OF NEW MEXICO
RAÚL TORREZ
ATTORNEY GENERAL

/s/ Anthony R. Juzaitis

Anthony R. Juzaitis
Assistant Attorney General
408 Galisteo Street
Santa Fe, New Mexico 87501
Tel: 505-651-7565
ajuzaitis@nmdoj.gov

Dated: September 1, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
NEW MEXICO**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of New Mexico (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/24/26

Signature: _____

Name: _____

Jessica Randall

Position/Title: _____

Director, Medicaid Fraud Control Unit

New Mexico Department of Justice

Single State Agency for Medicaid

Dated: 8/21/2026

Signature:



Name:

Robert James Booth II

Position/Title:

Acting Chief General Counsel

New Mexico Health Care Authority fka the New
Mexico Human Services Department

New York's signature of the Sandoz settlement

Respectfully submitted

LETITIA JAMES
Attorney General of the State of New York

CHRISTOPHER D'ANGELO
Chief Deputy Attorney General
Economic Justice Division

ELINOR R. HOFFMANN
Chief, Antitrust Bureau
AMY MCFARLANE
Deputy Bureau Chief, Antitrust Bureau

/s/ Elinor R. Hoffmann
ELINOR R. HOFFMANN,
Chief, Antitrust Bureau
AMY MCFARLANE
Deputy Bureau Chief, Antitrust Bureau
ROBERT L. HUBBARD
SAAMI ZAIN
ISABELLA PITT
BENJAMIN COLE
Assistant Attorneys General
28 Liberty Street, 20th Floor
New York, NY 10005
212 416-8267
Robert.Hubbard@ag.ny.gov

Attorneys for the State of New York

Dated: August 3, 2026

Pursuant to this settlement agreement ("Agreement"), the New York State Attorney General will recommend that the Office of the Medicaid Inspector General NOT exercise its authority to impose permissive exclusion on Bausch based on the covered Conduct, as defined in the Agreement.

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT
FOR STATE OF NEW YORK**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of New York (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

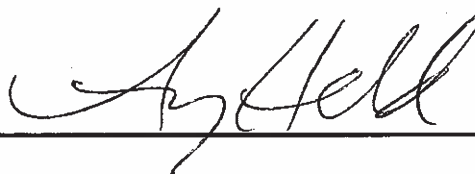
By its signature below, the Medicaid Fraud Control Unit has reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: August 20, 2026

Signature: _____



Name: Amy Held

Position/Title: Deputy Attorney General and Director

New York Medicaid Fraud Control Unit

PLAINTIFF STATE OF NORTH CAROLINA
JEFF JACKSON
ATTORNEY GENERAL

/s/ Francisco Benzoni

Francisco Benzoni
Special Deputy Attorney General
North Carolina Department of Justice
Consumer Protection Division
114 West Edenton Street
Raleigh, NC 27603
Telephone: (919) 716-6000
fbenzoni@ncdoj.gov

Counsel for Plaintiff State of North Carolina

Dated: 08/25/2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
North Carolina**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of North Carolina (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

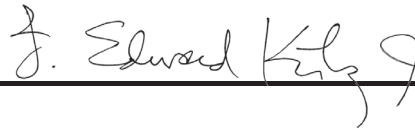
By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/11/2026

Signature: _____

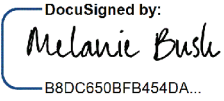


Name: F. Edward Kirby, Jr.

Position/Title: _____

Director, NCDOJ Medicaid Investigations Division

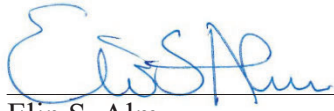
Single State Agency for Medicaid

Dated: 08/13/26 | 6:11 PM EDT Signature: 
Name: Melanie Bush
Position/Title: Deputy Secretary, NC Medicaid
NCDHHS, Division of Health Benefits

STATE OF NORTH DAKOTA

Drew H. Wrigley

Attorney General



Elin S. Alm

Assistant Attorney General

Director, Consumer Protection & Antitrust Division

Office of Attorney General

1720 Burlington Drive, Suite C

Bismarck, ND 58504-7736

Tel: (701) 328-5570

ealm@nd.gov

Counsel for North Dakota

Dated: August 19, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
NORTH DAKOTA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of North Dakota (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/18/26

Signature: _____



Name: Jessica J. Binder

Position/Title: Director of Medicaid Fraud Control Unit

Single State Agency for Medicaid

Dated: 8/17/26 Signature: Krista Tremming
Name: Krista Tremming
Position/Title: Interim Medicaid Director

For the Commonwealth of the Northern Mariana Islands:
EDWARD MANIBUSAN
Attorney General

____/s/_____

Alison M. Nelson
Chief, Civil Division
Commonwealth of the Northern Mariana Islands
Office of the Attorney General
Hon. Juan A. Sablan Memorial Bldg., 2nd Floor
Saipan, MP 96950

FOR PLAINTIFF STATE OF OHIO:

ANDY WILSON
ATTORNEY GENERAL

/s/ Edward J. Olszewski

Edward J. Olszewski, Assistant Section Chief, Antitrust
Office of Ohio Attorney General
30 East Broad Street, 26th Floor
Columbus, Ohio 43215
Phone: 614.466.4328
Edward.Olszewski@OhioAGO.gov

Counsel for Plaintiff State of Ohio

Dated: August 21, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
[OHIO]**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of [Ohio] (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/21/26

Signature: _____



Ben Karrasch

Name: _____

Position/Title: _____

Secction Chief HCF Ohio AGO

Single State Agency for Medicaid

Dated: 8/20/2026

Signature:

Scott Parlika

Name: Scott Partika

Position/Title: Director

s/ Christopher J. Campbell

Christopher J. Campbell (admitted *pro hac vice*)

Assistant Attorney General

Office of the Oklahoma Attorney General

313 N.E. 21st Street

Oklahoma City, OK 73105

Telephone: (405) 522-1260

Email: Chris.Campbell@oag.ok.gov

Counsel for Plaintiff State of Oklahoma

Dated: August 25, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
OKLAHOMA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of OKLAHOMA (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/25/2026

Signature: _____

Name: _____

Position/Title: _____

CHARLES A. DICKSON, III
DIRECTOR, MEDICAID FRAUD CONTROL UNIT
OFFICE OF OKLAHOMA ATTORNEY GENERAL

Single State Agency for Medicaid

Dated: 8-25-26

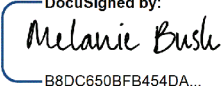
Signature: _____



Name: Aaron Morris

Position/Title: CEO

Single State Agency for Medicaid

Dated: 08/13/26 | 6:11 PM EDT Signature: 
Name: Melanie Bush
Position/Title: Deputy Secretary, NC Medicaid
NCDHHS, Division of Health Benefits

FOR PLAINTIFF STATE OF OREGON

DAN RAYFIELD
ATTORNEY GENERAL FOR THE
STATE OF OREGON

s/ Gina Ko

Gina Ko

Assistant Attorney General
Economic Justice Section
Oregon Department of Justice
100 SW Market Street
Portland, OR 97201
Tel: (971) 673-1880
Fax: (503) 378-5017
gina.ko@doj.oregon.gov

Counsel for Plaintiff State of Oregon

Dated 08/24/2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
OREGON**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Oregon (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 08.12.2026

Signature: _____



Name: _____

Sheen Y. Wu

Position/Title: _____

Director

Oregon Department of Justice - MFCU

Single State Agency for Medicaid

Dated: 08.10.2026

Signature:



Name:

Fritz Jenkins

Position/Title:

Administrator for Program Integrity

Oregon Health Authority

/s/ Tracy W. Wertz

Tracy W. Wertz

Chief Deputy Attorney General

Antitrust Section

Joseph S. Betsko

Assistant Chief Deputy Attorney General

Jessica Kuehn

Senior Deputy Attorney General

Pennsylvania Office of Attorney General

Strawberry Square, 14th Floor

Harrisburg, PA 17120

Phone: (717) 787-4530

Fax: (717) 787-1190

twertz@attorneygeneral.gov

Counsel for the Commonwealth of Pennsylvania

Dated: 8/22/2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
PENNSYLVANIA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of PENNSYLVANIA (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 9/9/26

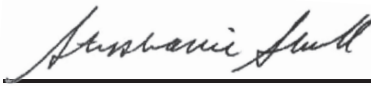
Signature: 

Name: Heather M. Albright

Position/Title: Director/Chief Deputy Attorney General

Pennsylvania Office of Attorney General
Medicaid Fraud Control Section

Single State Agency for Medicaid

Dated: **September 8, 2026** Signature:  Deputy Secretary for Administration

Name: Stephanie Shell for Karen L. Fickes

Position/Title: Director

Department of Human Services
Bureau of Program Integrity

Multi-State - Sandoz Settlement Agreement

FOR PLAINTIFF COMMONWEALTH OF PUERTO RICO

LOURDES L. GÓMEZ-TORRES
ATTORNEY GENERAL

/s/ Tania L. Fernández-Medero
TANIA L. FERNÁNDEZ-MEDERO
Deputy Attorney General
Antitrust Division
Puerto Rico Department of Justice
P.O. Box 9020192
San Juan, Puerto Rico 00902-0192
Tel: (787) 721-2900, Ext. 1204
tfernandez@justicia.pr.gov

Counsel for Commonwealth of Puerto Rico

Dated: August 25, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
PUERTO RICO**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Puerto Rico (the "State") regarding the Settlement Agreement:

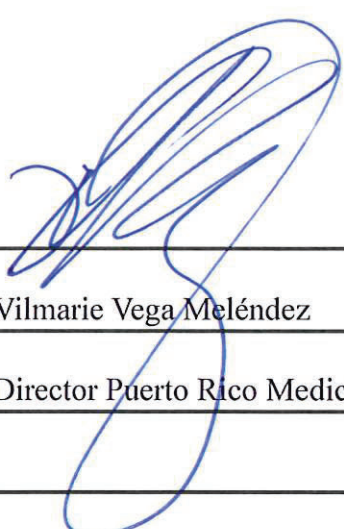
[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: August 10, 2026

Signature: 

Name: Vilmarie Vega Meléndez

Position/Title: Director Puerto Rico Medicaid Fraud Control Unit

Single State Agency for Medicaid

Dated: 8/10/2024

Signature: Maria D. Horcia Rueda

Name: Maria D. Horcia Rueda

Position/Title: Programs Integrity Director

STATE OF RHODE ISLAND
PETER F. NERONHA
ATTORNEY GENERAL

/s/ Alex Carnevale

Alex Carnevale

(phv # 207915)

Special Assistant Attorney General

Office of the Attorney General

State of Rhode Island

150 South Main Street

Providence, RI 02903

Tel: (860) 287-7156

acarnevale@riag.ri.gov

Counsel for the State of Rhode Island

Dated: August 27, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
Rhode Island**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Rhode Island (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated:

8-11-26

Signature:

Kate CB

Name:

Kate Constance Brady

Position/Title:

Director, MFCU

Single State Agency for Medicaid

Dated: 8/25/2026

Signature: _____

Name: Jane E. Morgan, Esq.

Position/Title: Deputy Director, Medicaid Compliance &
Program Integrity, EOHHS

MARTY J. JACKLEY

Attorney General

State of South Dakota

/s/ Amanda Miiller

By: Amanda Miiller (SD Bar No. 4271)

Deputy Attorney General

South Dakota Office of the Attorney General

1302 East SD Highway 1889, Suite 1

Pierre, SD 57501-8501

Telephone: (605) 773-3215

Email: amanda.miiller@state.sd.us

Attorneys for State of South Dakota

Dated: August 7, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
SOUTH DAKOTA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of South Dakota (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 08/10/26 Signature: Stephen Gernar
Name: Stephen G. Gernar
Position/Title: Director, South Dakota Medicaid
Fraud Control Unit

Single State Agency for Medicaid

In re Generic Pharmaceuticals Pricing Antitrust Litigation, MDL No. 2724 (E.D. Pa.)
Sandoz-1353

Dated: 8/11/2026 Signature: Heather Petermann
Name: Heather Petermann
Position/Title: South Dakota State Medicaid Director
Department of Social Services

FOR PLAINTIFF STATE OF TENNESSEE:

**JONATHAN SKRMETTI
ATTORNEY GENERAL**



Daniel Lynch
Assistant Attorney General
Austin Ostiguy
Assistant Attorney General
Antitrust and Scaled Industries Division
Office of the Tennessee Attorney General
P.O. Box 20207
Nashville, TN 37202
Tel: (615) 532-5732
Daniel.lynch@ag.tn.gov

Counsel for Plaintiff State of Tennessee

Dated: August 27, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
TENNESSEE**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Tennessee (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated:

9-1-2026

Signature:



Name:

GENE STEGALL

Position/Title:

ASST. DIRECTOR, TBI

TENNESSEE MFCU DIRECTOR

Single State Agency for Medicaid

Dated:
_____8.28.26_____

Signature:



Name:

Stephen Smith

Position/Title:

Director

STATE OF VERMONT
CHARITY R. CLARK
ATTORNEY GENERAL

/s/ Sarah L. J. Aceves

Sarah L. J. Aceves

Assistant Attorney General

Vermont Office of the Attorney General

109 State Street

Montpelier, VT 05609

Tel: (802) 828-3170

sarah.aceves@vermont.gov

Counsel for the State of Vermont

Dated: August 7, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
VERMONT**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Vermont (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc.* et al, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/17/2026

Signature: Elizabeth L. Anderson

Name: Elizabeth L. Anderson

Position/Title: Director, Medicaid Fraud and Residential Abuse Unit

Office of the Vermont Attorney General

Single State Agency for Medicaid

Dated: **8/17/2026**_____

Signature: _____

DaShawn
Groves

Digitally signed by
DaShawn Groves
Date: 2026.08.17
08:05:59 -04'00'

Name: DaShawn Groves

Position/Title: Commissioner, Department of Vermont Health Access

COMMONWEALTH OF VIRGINIA
JAY JONES
ATTORNEY GENERAL

/s/ Tyler T. Henry

Tyler T. Henry
Senior Assistant Attorney General
Antitrust Unit
Office of the Attorney General of Virginia
202 North 9th Street
Richmond, Virginia 23219
Tel: (804) 692-0485
Fax: (804) 225-4378
THenry@oag.state.va.us

Counsel for the Commonwealth of Virginia

Dated: August 19, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
THE COMMONWEALTH OF VIRGINIA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the Commonwealth of Virginia (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/20/2026 Signature: 

Name: Jill S. Costen

Position/Title: Director and Chief

Single State Agency for Medicaid

Dated: 08/19/2026

Signature: 

Name: Steve Ford

Position/Title: Director

Department of Medical Assistance Services

GORDON C. RHEA, ESQ.
ATTORNEY GENERAL

By: /s/ Ian S.A. Clement, Esq.

Ian S.A. Clement, Esq.
Chief Deputy Attorney General
Virgin Islands Department of Justice
Office of the Attorney General
3438 Kronprindsens Gade
GERS Complex, 2nd Floor
St. Thomas, VI 00802-5749
(340) 774-5666
ian.clement@doj.vi.gov

Dated: August 25, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
[UNITED STATES VIRGIN ISLANDS]**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of **UNITED STATES VIRGIN ISLANDS** (the "State") regarding the Settlement Agreement:

[B]y and among Sandoz Inc., ("Sandoz") and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 ("MDL"), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/17/2026

Signature: _____

Name: _____

Position/Title: _____

Single State Agency for Medicaid

Dated: _____

Signature: Gary A. Smith

Name: Gary Smith

Position/Title: Medicaid Director

FOR PLAINTIFF STATE OF WASHINGTON

NICHOLAS W. BROWN
ATTORNEY GENERAL

s/ Paula Pera C. _____

Paula Pera C.

Holly A. Williams

Assistant Attorneys General, Antitrust Division

Washington State Office of the Attorney General

800 Fifth Avenue, Suite 2000

Seattle, WA, 98104

Tel: 206-464-7744

paula.pera@atg.wa.gov

holly.williams@atg.wa.gov

Attorneys for Plaintiff State of Washington

Dated: 08/27/2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
WASHINGTON**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of WASHINGTON (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 27 Aug 2026

Signature: Larissa Payne

Name: Larissa Payne

Position/Title: Director, Medicaid Fraud & Abuse Division

Single State Agency for Medicaid

Dated: 08/27/2026

Signature: _____

A handwritten signature in black ink, appearing to read "Jason McGill", is written over a horizontal line.

Name: Jason McGill, Division Director of Medicaid Programs

Position/Title: with Delegated Authority from Trinity Wilson, Washington

State's Medicaid and CHIP Director

/s/ Douglas L. Davis

Douglas L. Davis

Senior Assistant Attorney General

Office of the West Virginia Attorney General

P.O. Box 1789

Charleston, WV 25326

Tel: (304) 558-8986

douglas.l.davis@wvago.gov

Counsel for the State of West Virginia

Dated: August 4, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR WEST VIRGINIA**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of West Virginia (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8-10-26

Signature: _____

Name: _____

Position/Title: _____

Jack H. Coines
Jack H. Coines
Acting Director
WV MFCU

Single State Agency for Medicaid

In re Generic Pharmaceuticals Pricing Antitrust Litigation, MDL No. 2724 (E.D. Pa.)
Sandoz-1353

Dated: 8/11/24 Signature: Christy Donohue
Name: Christy Donohue
Position/Title: Commissioner
DOHS

**PLAINTIFF STATE OF WISCONSIN
JOSHUA L. KAUL
ATTORNEY GENERAL**

/s/ Caitlin M. Madden

Caitlin M. Madden
Assistant Attorney General
Wisconsin Department of Justice
17 West Main Street
Post Office Box 7857
Madison, WI 53707-7857
(608) 267-1311
caitlin.madden@wisdoj.gov

Counsel for the State of Wisconsin

Dated: August 18, 2026

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
Wisconsin**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Wisconsin (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: **8/10/2026**

Signature: /s/ Daniel Hess

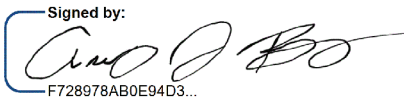
Name: Daniel Hess

Position/Title: AAG - Director of MFCEAU

Wisconsin Dept. of Justice

Single State Agency for Medicaid

Dated: 8/14/2026

Signature:  Signed by:
F728978AB0E94D3...

Name: Anthony J. Baize

Position/Title: Inspector General

Dept. of Health Services, Office of Inspector General

KEITH G. KAUTZ
Attorney General

/s/ Cameron W. Geeting

Cameron W. Geeting
Senior Assistant Attorney General
Wyoming Attorney General's Office
2320 Capitol Avenue
Cheyenne, WY 82002
Tel: (307) 777-3795
cameron.geeting1@wyo.gov

Counsel for the State of Wyoming

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT AND THE
SINGLE STATE AGENCY FOR
WYOMING**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) and the Single State Agency for Medicaid (SSA) for the State of Wyoming (the “State”) regarding the Settlement Agreement:

[B]y and among Sandoz Inc., (“Sandoz”) and the States, by and through their respective Attorneys General [with respect to] claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16- MD-2724 (“MDL”), including *Connecticut v. Actavis Holdco U.S. Inc.*, No. 2:17-cv-03768 (E.D. Pa.)

By their respective signatures below, the Medicaid Fraud Control Unit and the Single State Agency for Medicaid for the State have reviewed the Agreement and, with respect to the release of Medicaid claims (as particularly specified in, and as limited by, the Agreement), approves the Agreement.

This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement’s approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: 8/12/2026

Signature: _____

Name: Travis Kirchhefer

Position/Title: Director

Wyoming Office of the Attorney General
Medicaid Fraud Control Unit

Single State Agency for Medicaid

Dated: 8-12-26

Signature: _____



Name: Andrew Chapin

Position/Title: Program Integrity Section Manager

Division of Healthcare Financing
Wyoming Department of Health

Appendix A

State Drugs at Issue

Acetazolamide

Adapalene

Alclometasone Dipropionate

Amiloride HCL/HCTZ

Ammonium Lactate

Amoxicillin/Clavulanate

Amphetamine/Dextroamphetamine

Azithromycin

Baclofen

Benazepril HCTZ

Betamethasone Dipropionate

Betamethasone Dipropionate Augmented

Betamethasone Valerate

Bethanechol Chloride

Bromocriptine Mesylate

Budesonide

Bumetanide

Buspirone Hydrochloride

Cabergoline

Calcipotriene Betamethasone Dipropionate Ointment

Calcipotriene Solution

Capecitabine

Carbamazepine

Cefdinir

Cefpodoxime Proxetil Oral Suspension

Cefpodoxime Proxetil Tablets

Cefprozil
Celecoxib
Cephalexin (Cefalexin)
Chlorpromazine HCL
Cholestyramine
Ciclopirox
Cimetidine
Ciprofloxacin HCL Tablet
Clarithromycin
Clemastine Fumarate
Clindamycin Phosphate
Clobetasol
Clomipramine HCL
Clonidine TTS
Clotrimazole
Clotrimazole Betamethasone Dipropionate
Cyproheptadine HCL
Desmopressin Acetate
Desogestrel and Ethinyl Estradiol [Kariva]
Desonide
Desoximetasone
Dexmethylphenidate HCL [Focalin]
Dextroamphetamine Sulfate (“Dex Sulfate”)
Diclofenac Potassium
Dicloxacillin Sodium
Diflunisal
Diltiazem HCL
Disopyramide Phosphate
Doxazosin Mesylate
Doxycycline Hyclate

Doxycycline Monohydrate

Drospirenone and Ethinyl Estradiol

Econazole

Enalapril Maleate

Entecavir

Epitol

Eplerenone

Erythromycin

Estazolam

Estradiol

Estradiol and Norethindrone Acetate [Mimvey]

Ethambutol HCL

Ethinyl Estradiol and Levonorgestrel [Portia and Jolessa]

Ethosuximide

Etodolac

Fenofibrate

Fluconazole

Fluocinolone Acetonide

Fluocinonide

Fluoxetine HCL

Flurbiprofen

Flutamide

Fluticasone Propionate

Fluvastatin Sodium

Fosinopril HCTZ

Gabapentin

Glimepiride

Glipizide-Metformin

Glyburide

Glyburide-Metformin

Griseofulvin
Halobetasol Propionate
Haloperidol
Hydrocortisone Acetate Suppositories
Hydrocortisone Valerate
Hydroxyurea
Hydroxyzine Pamoate
Imiquimod
Irbesartan
Isoniazid
Ketoconazole
Ketoprofen
Ketorolac Tromethamine
Labetalol HCL
Lamivudine/Zidovudine
Latanoprost
Leflunomide
Levothyroxine
Lidocaine Ointment
Loperamide HCL
Medroxyprogesterone
Meprobamate
Methazolamide
Methotrexate Sodium
Methylphenidate
Metronidazole
Moexipril HCL
Moexipril HCL HCTZ
Mometasone
Nabumetone

Nadolol
Nafcillin
Niacin
Nimodipine
Nitrofurantoin (Macrocrystalline)
Norethindrone Acetate
Norethindrone and Ethinyl Estradiol [Balziva]
Nortriptyline Hydrochloride
Nystatin
Nystatin/Triamcinolone
Omega-3-Acid Ethyl Esters
Oxacillin
Oxaprozin
Oxybutynin Chloride
Paricalcitol
Paromomycin
Penicillin VK
Pentoxifylline
Phenytoin Sodium
Pioglitazone-Metformin
Piroxicam
Pravastatin
Prazosin HCL
Prochlorperazine
Promethazine HCL Suppositories
Propranolol
Raloxifene HCL
Ranitidine HCL
Tacrolimus
Tamoxifen Citrate

Temozolomide

Terconazole

Theophylline

Tizanidine HCL

Tobramycin Sulfate

Tolmetin Sodium

Tolterodine ER

Tolterodine Tartate

Topiramate

Triamcinolone Acetonide

Trifluoperazine HCL

Valsartan HCTZ

Verapamil

Warfarin Sodium

Zoledronic Acid

Appendix B

Alaska

- Attorney General for the State of Alaska
- Alaska Department of Health (Medicaid)
- Alaska Department of Corrections
- All other executive branch state agencies that purchased drugs

Arizona

- Attorney General for the State of Arizona
- Arizona Health Care Cost Containment System (AHCCCS)

California

- Attorney General for the State of California
- California Department of Health Care Services (DHCS – Medicaid)
- California Public Employees Retirement System (CalPERS) to the extent that its clients are state agencies (local entities that are clients of CalPERS are excluded).
- California State University (CSU)
- California Department of State Hospitals (DSH) California Department of Corrections and Rehabilitation (CDCR)
- University of California (UC)
- California Department of General Services
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Colorado

- Attorney General for the State of Colorado
- Colorado Department of Health Care Policy and Financing (Medicaid)
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Connecticut

- Attorney General for the State of Connecticut
- Department of Social Services (as administrator of Medicaid)
- Department of Mental Health and Addiction Services
- Department of Developmental Services
- Department of Public Health
- Department of Veterans Affairs
- Department of Corrections
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Delaware

- Attorney General for the State of Delaware
- Delaware Division of Medicaid and Medical Assistance

District of Columbia

- Attorney General for the District of Columbia
- Department of Health Care Finance (Medicaid)

Idaho

- Attorney General for the State of Idaho
- Idaho Department of Health and Welfare, Division of Medicaid (Medicaid)
- Idaho State Entities with MMCAP purchases, as listed in the MMCAP data production when filtered for Idaho.

Illinois

- Attorney General for the State of Illinois
- Illinois Department of Healthcare and Family Services (Medicaid)

- Department of Central Management Services
- Department of Veterans Affairs (DVA)
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs (where public universities and health systems are not State Entities)

Indiana

- Attorney General for the State of Indiana
- Indiana Family and Social Services Administration (Medicaid)
- Department of Health
- Department of Administration
- Personnel Department
- State Police
- Veterans' Home
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Iowa

- Iowa Office of the Attorney General
- Iowa Department of Health and Human Services (Medicaid)

Kansas

- Attorney General for the State of Kansas
- Kansas Department of Health and Environment (Medicaid)
- Kansas Division of Health Care Finance
- Kansas State Employee Health Plan (Kansas Department of Administration),
- Kansas State Entities with MMCAP purchases:
 - (1) Adair Acute Care Pharmacy, Osawatomie State Hospital
 - (2) Emporia State University-Student Health
 - (3) Fort Hays State University-Student Health
 - (4) Kansas Neurological Institute

- (5) Kansas Soldiers Home
- (6) Kansas State School for the Blind
- (7) Kansas State School for the Deaf
- (8) Kansas State University-VMTH
- (9) Kansas State University-Lafen
- (10) Kansas Department of Health & Environment 340B STD
- (11) Kansas Department of Health & Environment 340B TB
- (12) Larned Stated Hospital
- (13) Osawatomic State Hospital
- (14) Parsons State Hospital & Training Center
- (15) Pharmacy Practice Integrated Lab, University of Kansas
- (16) Pittsburg State University 340B
- (17) Pittsburg State University, Student Health
- (18) Rainbow Mental Health Facility
- (19) Watkins Health Center Pharmacy, University of Kansas
- (20) Wichita Pharmacy Skills Lab, University of Kansas
- (21) Wichita State University Student Health)

Kentucky

- Kentucky Office of the Attorney General
- Kentucky Cabinet for Health and Family Services (Medicaid)

Maine

- Attorney General for the State of Maine
- Maine Department of Health and Human Services Office of MaineCare Services (Medicaid)

- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
- Maryland
- Maryland Office of the Attorney General
 - Maryland Department of Health (Medicaid)
- Massachusetts
- Attorney General for the State of Massachusetts
 - MassHealth (Medicaid)
 - State Office of Pharmacy Services (SOPS)
 - Group Insurance Commission (GIC)
- Michigan
- Attorney General for the State of Michigan
 - Michigan Health & Human Services (Medicaid)
 - Michigan Department of Attorney General
 - Michigan Department of Health and Human Services
 - Michigan Department of Corrections
 - Michigan Civil Service Commission
 - Michigan Department of Technology, Management, and Budget
 - All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
- Minnesota
- Office of the Minnesota Attorney General
 - Minnesota Department of Human Services
 - Minnesota Department of Corrections
 - Minnesota Department of Veterans Affairs
 - Minnesota Management and Budget

Mississippi

- Attorney General for the State of Mississippi
- Mississippi Division of Medicaid (Medicaid)
- DFA – Office of Insurance
- Mississippi Department of Health
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Nebraska

- Nebraska Office of the Attorney General
- Department of Health and Human Services (Medicaid)
- Department of Administrative Services
- Department of Corrections
- Department of Veterans' Affairs
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Nevada

- Attorney General for the State of Nevada
- Nevada Department of Health & Human Services Division of Health Care Financing and Policy (Medicaid)
- Nevada Public Employees' Benefits Program
- University of Nevada School of Medicine
- Department of Health and Human Services (HHS)- Division of Public and Behavioral Health
- Department of Health and Human Services (HHS)- Division of Child and Family Services
- Department of Health and Human Services- Division of Aging & Disability Services
- Nevada Department of Corrections; and

- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
- New Hampshire
- Attorney General for the State of New Hampshire
 - New Hampshire Department of Health & Human Services (Medicaid)
- New Jersey
- Attorney General for the State of New Jersey
 - State of New Jersey, Department of Human Services, Division of Medical Assistance & Health Services (Medicaid)
- New Mexico
- New Mexico Department of Justice
 - New Mexico Human Services Department (Medicaid)
 - New Mexico Department of Health
 - New Mexico State Entities that made MMCAP purchases
- New York¹
- Attorney General for the State of New York
 - New York State, Department of Health (Medicaid)
 - State Department of Health
 - MMCAP State Entities, listed in the MMCAP production when you filter for New York. State Entities purchasing through MMCAP include hospitals operated by the State Office of Mental Health
- North Carolina
- Attorney General for the State of North Carolina

¹ The definition of Released Claims in Paragraph I.V is specifically modified to reflect that the State of New York does not release or waive its permissive exclusion or debarment authority as to the Released Parties.

	• North Carolina Medicaid, Division of Health Benefits
North Dakota	• Attorney General for the State of North Dakota • North Dakota Health & Human Services, Medical Services Division (Medicaid)
Northern Mariana Islands	• Office of the Attorney General for the Commonwealth of the Northern Mariana Islands • Commonwealth Medicaid Center • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Ohio	• Attorney General for the State of Ohio • Ohio Department of Medicaid (Medicaid)
Oklahoma	• Office of the Oklahoma Attorney General • Oklahoma Healthcare Authority (Medicaid) • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Oregon	• Attorney General for the State of Oregon • Oregon Health Authority Medicaid Program (Medicaid) • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Pennsylvania	• Attorney General for the State of Pennsylvania • Pennsylvania Department of Human Services (Medicaid) • Pennsylvania Department of Aging (PACE)

- Pennsylvania Turnpike Commission
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Puerto Rico

- Attorney General for the Commonwealth of Puerto Rico
- Administración de Seguros de Salud de Puerto Rico
- Departamento de Corrección y Rehabilitación
- Puerto Rico Department of Health (Medicaid)
- All other State Entities that purchased, or provided reimbursement for the purchase of generic drugs, other than (1) public corporations and (2) public instrumentalities²

² “Public corporation” and “public instrumentality” are defined as follows: Any public instrumentality that offers financial and/or social services to the People of Puerto Rico on behalf of the Government of the Commonwealth of Puerto Rico, but as an independent juridical entity. The definition shall include all the public-private corporation, to wit, any corporation that issues stocks and is organized pursuant to private corporations laws, but is controlled, in whole or in part, by the Government of the Commonwealth of Puerto Rico. The term shall refer, but is not limited to the Electric Power Authority; the Aqueduct and Sewer Authority; the University of Puerto Rico; the Automobile Accident Compensation Administration; the State Insurance Fund Corporation; the Labor Relations Board; the Public Building Authority; the Port Authority; the Government Development Bank; the Industrial Development Company; the Metropolitan Bus Authority; the Health Insurance Administration; the Trade and Export Company; the Motion Picture, Arts, Sciences, and Industry Development Corporation; the Highway and Transportation Authority; the Farm Insurance Corporation; the Rural Development Corporation; the Land Authority; the Land Administration; the Maritime Transport Authority; the Convention Center District Authority; the Solid Waste Authority; the Caribbean Basin Project Financing Authority; the Municipal Finance Agency; the Industrial, Tourist, Educational, Medical, and Environmental Pollution-Control Facilities Financing Authority; the Puerto Rico Infrastructure Financing Authority; the Housing Finance Authority; the Public Finance Corporation; the Economic Development Bank for Puerto Rico; the Corporation for the Revitalization of Urban Centers and Areas; the Right to Work Administration; the National Parks Company; the Corporation of Industries for the Blind, the Mentally Retarded and Other Disabled Persons of Puerto Rico; the Puerto Rico and Caribbean Cardiovascular Center Corporation; the Puerto Rico Medical Services Administration; the National Guard Institutional Trust; the Employment and Training Enterprises Corporation; the Corporation for the Supervision and Insurance of Cooperatives; the Port of the Americas Authority; the Company for the Integral Development of the Cantera Peninsula; the Puerto Rico Conservatory of Music Corporation; the Musical Arts Corporation; the Institute of Puerto Rican Culture; the Martín Peña Canal ENLACE Project Corporation; the Authority for the Redevelopment of Land and Facilities of the Roosevelt Roads Naval Station; the Traffic Safety Commission; the Administration for Integral Child Care and Development; Administration; and any other Public Corporations and Instrumentalities that are created and comply with the definition herein.”

Rhode Island

- Rhode Island Office of the Attorney General
- Department of Human Services Medicaid Program

South Dakota

- Attorney General for the State of South Dakota
- South Dakota Department of Social Services (Medicaid)
- South Dakota Department of Health
- South Dakota Department of Labor and Regulations
- South Dakota Department of Veterans Affairs
- South Dakota Department of Human Services
- South Dakota Department of Human Resources

Tennessee

- Attorney General for the State of Tennessee
- Tennessee Department of Finance & Administration, Division of TennCare
- Tennessee Department of Finance & Administration, Division of Benefits Administration
- All State Entities that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price for any Drugs at Issue, other than for resale, from May 1, 2009 to May 1, 2023.

Vermont

- Attorney General for the State of Vermont
- Agency of Human Services, Department of Vermont Health Access (Medicaid)

- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
- Virginia
- Attorney General for the State of Virginia
 - Virginia Department of Medical Assistance Services (Medicaid)
- Virgin Islands
- Attorney General for the U.S. Virgin Islands
 - Virgin Islands Department of Human Services—Office of Medicaid
 - All other State Entities that purchased the drugs at issue, or that provided reimbursement for the purchase of the drugs at issue, during the period that is the subject of this action
- Washington
- Attorney General for the State of Washington
 - Washington State Department of Social and Health Services
 - Washington State Health Care Authority (Medicaid)
 - Department of Corrections
 - Department of Labor and Industries (L&I)
 - Eastern State Hospital, Department of Social and Health Services (DSHS)
 - Western State Hospital, Department of Social and Health Services (DSHS)
 - All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
- West Virginia
- Attorney General for the State of West Virginia

- WV Dept. of Health and Human Services, Bureau for Medical Services (Medicaid)
- WV Public Employees Insurance Agency

Wisconsin

- Attorney General for the State of Wisconsin
- Wisconsin Department of Health Services (Medicaid)
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Wyoming

- Attorney General for the State of Wyoming
- Wyoming Department of Health (Medicaid)
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Appendix COffset Amounts for Non-Settling States

State	Offset Amount
Alaska	\$196,638.00
Arizona	\$2,432,870.20
California	\$11,899,787.24
Colorado	\$1,353,432.41
Connecticut	\$2,752,755.84
Delaware	\$344,065.10
District of Columbia	\$270,557.21
Idaho	\$295,441.77
Illinois	\$3,046,493.60
Indiana	\$2,124,354.47
Iowa	\$902,014.06
Kansas	\$577,603.95
Kentucky	\$2,557,851.24
Maine	\$392,805.94
Maryland	\$1,851,946.34
Massachusetts	\$3,177,850.03
Michigan	\$2,697,022.65
Minnesota	\$2,266,963.30
Mississippi	\$920,141.31
Nebraska	\$387,811.40
Nevada	\$371,770.11
New Hampshire	\$272,760.68
New Jersey	\$2,418,738.58
New Mexico	\$692,155.21
New York	\$9,564,575.00
North Carolina	\$3,299,863.72
North Dakota	\$126,126.84
Northern Mariana Islands	\$17,363.37
Ohio	\$4,877,462.88
Oklahoma	\$936,329.50
Oregon	\$1,197,220.80
Pennsylvania	\$4,122,758.39
Puerto Rico	\$1,295,055.04
Rhode Island	\$441,605.54
South Dakota	\$157,474.93
Tennessee	\$1,579,185.66
US Virgin Islands	\$15,865.01

Vermont	\$358,255.47
Virginia	\$1,736,778.11
Washington	\$2,085,279.54
West Virginia	\$287,509.27
Wisconsin	\$1,957,125.50
Wyoming	\$110,526.24

Exhibit A

(Filed Under Seal)

Exhibit B

**THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

THE STATE OF CONNECTICUT, *et al.*,

Plaintiffs,

v.

AUROBINDO PHARMA USA, INC., *et al.*,

Defendants.

No. 3:16-CV-02056-MPS

THE STATE OF CONNECTICUT, *et al.*,

Plaintiffs,

v.

TEVA PHARMACEUTICALS USA, INC.,
et al.,

Defendants.

No. 3:19-CV-00710-MPS

THE STATE OF CONNECTICUT, *et al.*,

Plaintiffs,

v.

SANDOZ, INC., *et al.*,

Defendants.

No. 3:20-CV-00802-MPS

THE STATE OF CONNECTICUT, *et al.*,

Plaintiffs,

v.

NOVARTIS AG, *et al.*,

Defendants.

No. 3:26-CV-00160-MPS

CONFESSION OF JUDGMENT

I, **NAME**, affirm and state that:

1. I am the **TITLE** of Sandoz Inc. (“Sandoz”). I am authorized by Sandoz to execute this affidavit for a judgment by confession.

2. I submit this affidavit for a judgment by confession, which is intended to be entered against Sandoz in the event of a default in payment owed to the Plaintiffs in the above-captioned actions¹ (collectively, the “States”) pursuant to a settlement agreement entered into between Sandoz and the States with an Effective Date of **Month**, 2026 (the “Settlement Agreement”).

3. In the event of a “Triggering Event,” as defined in the Settlement Agreement, or Sandoz otherwise admitting in writing its inability to pay its debts as they become due, Sandoz hereby confesses judgment and authorizes the States to enter a judgment against Sandoz for the full remaining amount due under the Settlement Agreement, including interest, i.e., four hundred million dollars (\$400,000,000 USD) less all amounts paid by Sandoz to date (“Confessed Judgment”).

4. The event of a “Triggering Event,” as defined in the Settlement Agreement, or Sandoz otherwise admitting in writing its inability to pay its debts as they become due, and the amount of the Confessed Judgment may be conclusively established by (i) an affidavit from the Representative States as identified in the Settlement Agreement; and (ii) proof that Sandoz has been provided with notice of that affidavit at least ten (10) days prior to filing this Confession of Judgment in any court or otherwise seeking to give effect to this Confession of Judgment.

¹ These include the respective Attorneys General from the jurisdictions of Alaska, Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Dakota, Tennessee, U.S. Virgin Islands, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

5. In the event of a “Triggering Event,” as defined in the Settlement Agreement, or Sandoz otherwise admitting in writing its inability to pay its debts as they become due, Sandoz hereby authorizes entry of judgment against Sandoz in the State of Connecticut and enforcement of this judgment in any State in the above-captioned actions.

6. Jurisdiction exists over Sandoz in the State of Connecticut in the above-captioned actions, and jurisdiction also exists over Sandoz by virtue of the Settlement Agreement.

7. Sandoz stipulates, and affirms, that the District of Connecticut has personal jurisdiction over Sandoz with regard to this Confession of Judgment.

8. Sandoz affirms that it consents to jurisdiction with respect to the enforcement of any order granting judgment under this Confession of Judgment in any State in the above-captioned actions.

9. Sandoz is a corporation organized under the laws of the State of Delaware and maintains its principal place of business in New Jersey.

10. I affirm this [] day of [Month], 2026, under the penalties of perjury, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

NAME

Sandoz Inc.

Exhibit C

**THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

THE STATE OF CONNECTICUT, *et al.*,
Plaintiffs,

v.

AUROBINDO PHARMA USA, INC., *et al.*,
Defendants.

No. 3:16-CV-02056-MPS

THE STATE OF CONNECTICUT, *et al.*,
Plaintiffs,

v.

TEVA PHARMACEUTICALS USA, INC., *et al.*,
Defendants.

No. 3:19-CV-00710-MPS

THE STATE OF CONNECTICUT, *et al.*,
Plaintiffs,

v.

SANDOZ, INC., *et al.*,
Defendants.

No. 3:20-CV-00802-MPS

THE STATE OF CONNECTICUT, *et al.*,
Plaintiffs,

v.

NOVARTIS AG., *et al.*,
Defendants.

No. 3:26-CV-00160-MPS

STIPULATED ENTRY OF JUDGMENT

WHEREAS, the States¹ are prosecuting federal and state claims in *Connecticut v. Aurobindo Pharma USA, Inc.*, No. 3:16-cv-02056 (D. Conn.); *Connecticut v. Teva Pharmaceuticals USA, Inc.*, No. 3:19-cv-00710-MPS (D. Conn.); *Connecticut v. Sandoz, Inc.*, No. 3:20-cv-00802-MPS (D. Conn.); and *Connecticut v. Novartis AG*, No. 3:26-cv-00160 (D. Conn.) (collectively, the “Action”) upon remand from the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-md-02724 (E.D. Pa.); *Connecticut v. Aurobindo Pharma USA, Inc.*, No. 2:17-cv-03768 (E.D. Pa.); *Connecticut v. Teva Pharmaceuticals USA, Inc.*, No. 2:19-cv-02407 (E.D. Pa.); *Connecticut v. Sandoz, Inc.*, No. 2:20-cv-03539 (E.D. Pa.);

WHEREAS, the States allege in the Action that Sandoz Inc. (“Sandoz”) violated various antitrust and consumer protection laws by price-fixing and allocating markets for specified drugs;

WHEREAS, Sandoz denies that it engaged in any wrongful or unlawful conduct and asserts that it has, at all times, operated within the law and within industry standard practices;

WHEREAS, the parties entered into a settlement agreement between Sandoz and the States with an Effective Date of Month, 2026 (the “Settlement Agreement”);

WHEREAS, Sandoz defaulted in payment owed to the States pursuant to the Settlement Agreement;

WHEREAS, in the event of a “Triggering Event,” as defined in the Settlement Agreement, or Sandoz otherwise admitting in writing its inability to pay its debts as they become due, Sandoz

¹ These include the respective Attorneys General from the jurisdictions of Connecticut, Alaska, Arizona, California, Colorado, District of Columbia, Delaware, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Dakota, Tennessee, U.S. Virgin Islands, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

hereby stipulates to entry of judgment and authorizes the States to enter a judgment against Sandoz for the Total Settlement Amount due under the Settlement Agreement, including interest, i.e., four hundred million dollars (\$400,000,000 USD), less all amounts paid by Sandoz to date (“Judgment”);

WHEREAS, the event of a “Triggering Event,” as defined in the Settlement Agreement, or Sandoz otherwise admitting in writing its inability to pay its debts as they become due, and the amount of Judgment are conclusively established and stipulated to by (i) an affidavit from the Representative States as identified in the Settlement Agreement; and (ii) proof that Sandoz has been provided with notice of that affidavit at least ten (10) days prior to filing this Stipulation of Entry of Judgment in any court or otherwise seeking to give effect to this Stipulation of Entry of Judgment;

WHEREAS, Sandoz hereby authorizes entry of judgment against Sandoz in the State of Connecticut and enforcement of that judgment in any State in the above-captioned actions;

WHEREAS, Sandoz hereby stipulates that jurisdiction exists in the State of Connecticut in the above-captioned actions, including by virtue of the Settlement Agreement;

WHEREAS, Sandoz stipulates, and affirms, that the District of Connecticut has personal jurisdiction over Sandoz with regard to this Stipulated Entry of Judgment;

WHEREAS, Sandoz consents to jurisdiction with respect to the enforcement of any order granting judgment under this Confession of Judgment in any Plaintiff State in the above-captioned actions, including under California Code of Civil Procedure Section 664.6 or any other State equivalent.

NOW, THEREFORE, it is hereby stipulated and agreed by the undersigned parties that:

1. Exhibit 1 represents the Parties’ settlement agreement;

2. Exhibits 2 and 3 represent the Affidavits referenced above;
3. The Court has jurisdiction to enter judgment in the amount set out in the Affidavits as required by the Settlement Agreement in the event of default; and
4. This Court, and any state court in any State, shall retain jurisdiction to enforce the Judgment, including pursuant to Code of Civil Procedure section 664.6 and any equivalent State law.

Judgment is entered accordingly.

Date

JUDGE OF THE DISTRICT COURT FOR THE
DISTRICT OF CONNECTICUT

SO STIPULATED

[Signatures from Connecticut, Sandoz, Inc. counsel, and Sandoz, Inc. CEO or any high-level corporate equivalent who can sign off on this for Sandoz, Inc.]

Nicole Demers
Deputy Associate Attorney General
Chief of the Antitrust Section
Office of the Attorney General of Connecticut
165 Capitol Avenue
Hartford, CT 06106
860-808-5202
860-808-5030
nicole.demers@ct.gov

Liaison Counsel for the States

Dated:

Name
Firm
Street Address
City, Zip Code
Phone: XXX-XXX-XXXX
Email: email address

Counsel for Sandoz, Inc.

Dated:

[NAME]

Sandoz, Inc.

[Address]

Phone: [Placeholder]

Email: [Placeholder]

Title, Sandoz, Inc.

Dated: