

**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 8, 2026

**PLAINTIFF STATES' MOTION FOR PRELIMINARY APPROVAL
OF SETTLEMENTS WITH ASCEND, CITRON, AND MAYNE**

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

- (1) Preliminarily approving the Settlements with Defendants Ascend Laboratories, Inc. ("Ascend"), Citron Pharma, LLC ("Citron"), and Mayne Pharma Inc. ("Mayne") (collectively "Settling Defendants");
- (2) Finding that the Settlements were negotiated at arm's length, are fair, reasonable, and adequate, and were entered into in good faith;

- (3) Appointing Huntington Bank as the Escrow Agent;
- (4) Staying the litigation against Defendants Ascend, Citron, and Mayne until the Court decides whether to grant final approval of the Settlements;
- (5) Appointing Rust Consulting, Inc. as the Notice and Claims Administrator;
- (6) Approving a Notice Plan for providing notice to Eligible Consumers;
- (7) Approving a notice plan to Eligible Corporate Entities;
- (8) Preliminarily approving the allocation of funds between the Restitution Account and Costs Account;
- (9) Preliminarily approving a distribution to the States of all funds allocated to the Costs Account;
- (10) Preliminarily approving the allocation of the Restitution Account between Consumers and State Entities;
- (11) Preliminarily approving a distribution to the States of all funds allocated to State Entities;
- (12) Preliminarily approving that all funds allocated to Consumer Restitution Funds be held in escrow and allocated and distributed according to the Allocation and Distribution Plan, preliminarily approved by the Court on September 8, 2026;
- (13) Preliminarily approving the Settlements' allocation of Corporate Entity Payments to Eligible Corporate Entities in Idaho and Washington;
- (14) Preliminarily approving 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;
- (15) Setting an objection deadline for the Settlements;

- (16) Setting an opt-out deadline for the Settlements; 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 States' Motion, States' Declaration in Support of the State's Motion with Exhibits 1-3 (Settlement Agreements), Declaration of Tiffaney A. Janowicz in Support of States' Motion with Exhibits A-E.

Dated: October 8, 2026

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 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 CONNECTICUT
WILLIAM TONG
ATTORNEY GENERAL

By: /s/ Amy Taylor¹
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
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 8, 2026, the foregoing document, together with the accompanying 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

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No. 3:20-cv-00802-MPS

October 8, 2026

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF STATES’
MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENTS WITH
ASCEND, CITRON, AND MAYNE**

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I. INTRODUCTION

Plaintiff States¹ (herein “the States” or each “State”) have reached settlement agreements (“Settlements”) with Defendants Ascend Laboratories, Inc. (“Ascend”), Citron Pharma, LLC (“Citron”), and Mayne Pharma Inc. (“Mayne”) (collectively “Settling Defendants”) resolving the States’ claims against Settling Defendants and Released Parties² for their participation in the alleged unlawful conspiracy to fix prices and allocate markets for generic pharmaceuticals. Exhibits 1-3. These Settlements resolve and release all of the States’ claims against Settling Defendants based on conduct alleged in *Connecticut et al. v. Aurobindo Pharma USA, Inc., et al.*, 3:16-cv-02056, *Connecticut et al. v. Teva Pharmaceuticals USA, Inc., et al.*, 3:19-cv-00710, and *Connecticut et al. v. Sandoz, Inc., et al.*, 3:20-cv-00802 (collectively referred to as the “States’ Actions”).

As a matter of law³ and policy, the States seek the Court’s preliminary approval of the Settlements, as they resolve the States’ claims against Settling Defendants 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 their respective Attorneys General to provide Eligible Consumers with

¹Plaintiff States means Connecticut, Alaska, Arizona, California, Colorado, District of Columbia, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, 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 Carolina, South Dakota, Tennessee, U.S. Virgin Islands, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Plaintiff States include every remaining plaintiff in the States’ Actions.

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

³ See, e.g., *Shepherd Park Citizens Ass’n v. Gen. Cinema Beverages 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*.

notice of the Settlement, 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 Nos. 1019 (3:16-cv-02056-MPS), 976 (3:19-cv-00710-MPS), and 1484 (3:20-cv-00802-MPS)) and the settlement with Sandoz Inc. and Fougera Pharmaceuticals Inc., which was filed with the Court for preliminary approval on October 1, 2026, ECF Nos. 1038-4 (3:16-cv-02056), 999-4 (3:19-cv-00710), and 1535-4 (3:20-cv-00802). *See* States' Declaration in Support of The States' Motion for Preliminary Approval of Settlements with Ascend, Citron, and Mayne ("States' Decl.") 20. The details of the States' proposed continued Notice Plan are set forth in the declaration of Tiffaney Janowicz filed herewith.

As requested in previously approved settlements, the States are also seeking preliminary approval of the division and allocation of the Total Settlement Amounts received under the terms

of the Settlements with Mayne and Ascend (referred to as the “Settlement Funds”), 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 Accounts”). Furthermore, the States seek approval to distribute and use the balance of the Costs Account, after financing the administration of the Settlements and potential future settlements, to fund continued litigation against the remaining Defendants and for such purposes as are set forth in *Mayne Settlement* I.E; *Ascend Settlement* I.F, 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 Settlements (“Opt-Out Deadline”) and a date for a final approval hearing.

II. PROCEDURAL BACKGROUND

The States brought three actions 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 supra Section I.* In each of the States’ Actions, the States also allege an overarching conspiracy for the drugs and anticompetitive acts in that action. Settling Defendants have denied the allegations. The Settlement, if approved, will resolve and release all claims that the States brought or could have brought against Settling Defendants in all three States’ Actions.

III. SETTLEMENT TERMS

The Settlements provide different categories of terms and relief, including (A) Injunctive Relief, (B) Monetary Relief, (C) Dismissals, releases, and preserved claims, (D) Cooperation, (E) Court Approval, Notice, and Exclusions. Exhibits 1-3.

A. Injunctive Relief

1. Mayne

Mayne covenants for a four year Enforcement Period not to engage in unlawful price fixing, bid rigging, or market allocation regarding Generic Pharmaceutical Products. Mayne Settlement XII.A. These covenants include prohibitions on fixing prices, non competitive bids, refraining from bids, and customer allocation with competitors. Mayne Settlement XII.A. Mayne has implemented and will maintain an Antitrust Compliance Policy, provide annual antitrust training by qualified counsel to relevant personnel, obtain acknowledgments, maintain attendance records, and require internal reporting of suspected violations; breaches of certain compliance notice obligations can extend those obligations by one year as the exclusive remedy. Mayne Settlement XII.B-C.

2. Ascend

Ascend covenants not to engage in unlawful price-fixing, bid-rigging, or market allocation for Generic Pharmaceutical Products during the Enforcement Period. Ascend Settlement XII.A. Ascend will implement and maintain an Antitrust Compliance Policy, provide annual antitrust training for relevant newly hired personnel, obtain acknowledgments, and certify training completion for current relevant employees within 60 days of the Effective Date. Ascend Settlement XII.B. Ascend must designate a Compliance Officer who reports to the Board, distributes the Agreement internally, maintains training, investigates credible violations, takes corrective action,

and provides written notice of any actual violation and corrective steps to the Representative States within 30 business days. Ascend Settlement XII.B-C. Ascend will provide annual certifications of substantial compliance and reports will be kept confidential subject to state law; these covenants are immediately enforceable and included in the court's approval orders. Ascend Settlement XII.B-C.

3. Citron

Citron has ceased doing business but nonetheless has agreed to prospective injunctive relief for an Enforcement Period starting on the Effective Date and ending December 31, 2033. Citron Settlement I.I. The Citron Settlement provides for immediate, court-enforceable covenants that prohibit unlawful price-fixing, bid-rigging, and market allocation for Generic Pharmaceutical Products. Citron Settlement IX.A.1. Citron covenants that it and its current directors, officers, and employees, if any, will not engage in unlawful price-fixing, bid-rigging, or market allocation regarding Generic Pharmaceutical Products during the Enforcement Period, with detailed prohibitions on agreements with competitors. *Id.* The covenants are enforceable by the Court and via a new action by the States. Citron Settlement IX.A.2. Citron has furthermore agreed to a conditional compliance program reform if Citron resumes operations. Citron Settlement IX.B. This program includes the implementation and maintenance of an Antitrust Compliance Policy, annual antitrust training, appointment of a Chief Compliance Officer, internal dissemination of the Citron Settlement, prompt reporting and corrective action on potential violations, and annual compliance reporting to Representative States. Citron Settlement IX.B.

B. Monetary Relief

1. Mayne

Mayne agrees to pay to the States a Total Settlement Amount of 650,000, consisting of 637,255 (Total Settlement Amount less the Eligible Corporate Entities amount) plus 12,745 designated for Eligible Corporate Entities. Mayne Settlement I.EE., IV. 70 of 446,078.50 (Total Settlement Amount less the Eligible Corporate Entities amount) and the 12,745 designated for Eligible Corporate Entities shall constitute restitution intended to compensate Eligible Consumers, Eligible Corporate Entities, and State Entities for potential overpayments caused by the Conduct. Mayne Settlement IV. The remaining funds (30 of the Total Settlement Amount less the Eligible Corporate Entities amount) equaling 191,176.50 will be deposited in the Costs Account to compensate the States for attorneys' fees, litigation costs, settlement administration costs, and other state law permitted enforcement uses at the sole discretion of each State's Attorney General. Mayne Settlement IV.

All Settlement Funds will be deposited into an escrow account at Huntington Bank, divided between the Restitution Account and Costs Account, and treated as a qualified Settlement Fund, and distribution will only take place pursuant to orders by the Court. Mayne Settlement I.N, IV. Up to 20,000 may be used for notice and administration costs prior to Final Approval. Mayne Settlement IV, VIII.

2. Ascend

Ascend agrees to pay a Total Settlement Amount of 400,000.00, consisting of 392,157.00 plus 7,843.00 designated for Eligible Corporate Entities. Ascend Settlement IV. 70 of the 392,157.00 and 100 of the 7,843.00 designated for Eligible Corporate Entities shall be considered restitution and will be deposited into the Restitution Account for later

distribution to Eligible Consumers, Eligible Corporate Entities, and State Entities. Ascend Settlement IV. The remaining 30 of 392,157.00 (Total Settlement Amount less the Eligible Corporate Entities amount), equaling 117,647.10, is to be deposited into a Costs Account held in Escrow with Huntington Bank. Ascend Settlement IV. The Attorneys General will only distribute Restitution Account funds pursuant to a Court order and under a court-approved Allocation and Distribution Plan, to compensate Eligible Consumers, Eligible Corporate Entities, and State Entities for alleged harm from the Conduct. Ascend Settlement I.O, IV. Up to 250,000 from the Costs Account may be used for notice and administration costs during the notice period. Ascend Settlement IV, IX.

3. Citron

The Citron Settlement does not include any monetary relief, as Citron has ceased business operations and has not operated as a going concern since 2016.

C. Dismissals, Releases, and Preserved Claims

1. Mayne

Upon Final Approval, State claims against Mayne are dismissed with prejudice, except claims brought on behalf of Eligible Consumers which are dismissed without prejudice to those consumers' ability to pursue them individually or as a class. Mayne Settlement I.N, III. State Releasors release all "Released Claims" against Released Parties through the Effective Date arising out of or relating to the alleged Conduct, while expressly reserving specified categories such as tax liabilities, criminal liability, certain Medicaid and consumer protection matters unrelated to the Conduct, product defect, warranty, securities, reverse payment, sham matters, opioid related claims, unrelated pending litigations, and obligations created by the Mayne Settlement. Mayne Settlement I.W, IV, VII.

2. Ascend

Upon Final Approval, the Complaints are dismissed with prejudice as to Ascend, except claims brought on behalf of Eligible Consumers, which are dismissed without prejudice to those consumers' ability to pursue them individually or as a class. Ascend Settlement III. State Releasors release Ascend from all Released Claims arising out of or relating to the alleged price-fixing, bid-rigging, and market allocation Conduct, with specified reservations and exclusions (e.g., criminal liability, unrelated Medicaid liabilities, product defect claims). Ascend Settlement I.O, I.X, VII.

3. Citron

Upon entry of the Final Approval Order, the Complaint is dismissed with prejudice as to the Released Parties, except Eligible Consumers' claims, which are dismissed without prejudice; the Court retains jurisdiction to enforce the Agreement. Citron Settlement IV. The States release all civil "Released Claims" against Released Parties through the Effective Date arising out of or relating to the alleged anticompetitive Conduct, including antitrust, consumer protection, civil penalties, and Medicaid/FCA-based claims predicated on the Conduct, excluding claims held by Eligible Consumers. Citron Settlement I.R. Exclusions preserve specified State rights, including taxes, certain administrative actions, criminal liability, Medicaid claims unrelated to the Conduct, product liability, warranty, unfair/deceptive marketing unrelated to the Conduct, securities, reverse-payment/sham and other non-Conduct competition theories, opioid-related liabilities, other non-MDL litigations, and obligations created by the Citron Settlement. Citron Settlement V.

D. Cooperation

1. Mayne

Mayne agrees to provide reasonable cooperation in the States' ongoing litigation against Other Defendants, including data clarification, authentication/foundation for evidence, identifying knowledgeable persons, attorney proffers, identifying pricing witnesses and documents, facilitating interviews and testimony, and considering additional reasonable requests, subject to privileges and legal prohibitions. Mayne Settlement XIII.

2. Ascend

Ascend agrees to provide reasonable cooperation to the States against Other Defendants, including helping to understand and authenticate data, identifying knowledgeable personnel, considering additional reasonable assistance requests, and producing up to two witnesses for trial subject to control and limits. Ascend Settlement XIII.

3. Citron

Citron agrees to provide cooperation relief to aid specified prosecution against Other Defendants, including assistance with data understanding, authentication/foundation for business records, identification of knowledgeable personnel, attorney proffers, identification of pricing information and price increases, and good-faith consideration of additional reasonable requests, all subject to privilege and legal constraints. Citron Settlement X.

E. Court Approval, Notice, and Exclusions

1. Mayne

Eligible Consumers and Eligible Corporate Entities in Idaho will be notified of the Mayne Settlement and may object or request exclusion as approved by the Court. Mayne Settlement VIII, IX. Those who timely exclude themselves from the Settlement are ineligible for distributions.

Id. State Entities identified on Appendix A and State Entities that accept direct distributions are bound and have no exclusion right. Mayne Settlement VIII, X.

2. Ascend

Eligible Consumers in any State and Eligible Corporate Entities in Idaho may seek exclusion from receiving monies by submitting timely, valid opt-out requests under the Court-approved notice plans for the Ascend Settlement. Ascend Settlement X. Those who timely exclude themselves from the Settlement are ineligible for distributions. *Id.* Attorneys General, States, and State Entities are bound by the Agreement upon execution and have no right to seek exclusion. Ascend Settlement X.

3. Citron

The States must move for a Preliminary Approval Order within 30 days after the Execution Date and include proposed notice to inform Eligible Corporate Entities in Idaho, and anyone else for whom notice is required or desired, of their right to object or to submit a timely and valid request for exclusion from the Citron Settlement. Citron Settlement VI.D.

IV. THE STATES' AUTHORITY

The Settlements are presented to the Court for preliminary approval by the States in their sovereign and proprietary capacities and in their capacity as *parens patriae* or similar authority under federal and state laws⁴ to bring claims and to obtain important redress for harm caused by

⁴ *E.g.*, 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 seq.*; Del. Code Ann. tit. 29, 2520 and 2522; Fla. Stat. 542.22(22); Ga. Code Ann. 10-1-397(b); Idaho Code Ann. 48-108; 740 Ill. Comp. Stat. 10/7(2); Ind. Code 24-1-2-5; *Bd. of Comm'rs of Howard Cty. v. Kokomo City Plan Comm'n*, 263 Ind. 282, 295 (1975); *Bd. of Comm'rs of Union City v. McGuinness*, 80 N.E.3d 164, 170 (Ind. 2017); Ind. Code 24-5-0.5-4(c); *FTC v. Sperry & Hutchinson 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. ex. rel. Conway v. Thompson*, 300 S.W.3d 152 (Ky. 2010);

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.⁵ 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,⁶

Com. ex rel. Beshear v. ABAC Pest Control Inc., 621 S.W.2d 705 (Ky. 1981); *State v. Bordens, Inc.*, 684 So.2d 1024, 1026 (La.Ct.App.1996); *Lund ex rel. Wilbur v. Pratt*, 308 A.2d 554 (Me.1973); Md. Com. Law Code Ann., 11-209; MGL c. 93A 4; *State v. Detroit Lumberman's Association*, 1979-2 Trade Cas. (CCH) 62,990, 1979 WL 18703 (Mich. Cir. Ct. 1979); *Minnesota v. Standard Oil Co.*, 568 F. Supp. 556, 563 (D. Minn. 1983); Miss. Code Ann. 7-5-1; *Clark Oil & Ref Corp. v. Ashcroft*, 639 S.W.2d 594, 596 (Mo. 1982); *State ex rel. Olsen v. Public Service Comm'n*, 283 P.2d 594 (Mont. 1955); 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 Mexico v. Scott & Fetzer 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; *Hyde v. Abbott Labs, Inc.*, 473 S.E.2d 680 (N.C. Ct. App. 1996); *FTC v. Mylan Labs*, 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; *Ohio v. United Transp. Inc.*, 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); P.R. Laws Ann. tit. 32, 3341 3344; R.I. Gen. Laws 6-36-12; S.C. Code Ann. 39-5-50(b); *State ex rel. Condon v. Hodges*, 349 S.C. 232, 562 S.E. 2d 623 (2002); S.D. Codified Laws 37-1-23; *State v. Heath*, 806 S.W.2d 535, 537 (Tenn. Ct. App. 1990); Tenn. Code Ann. 8-6-109; *In re Cardizem CD Antitrust Litig.*, 391 F.3d 812 (6th Cir. 2004); *In re Lorazepam & Clorazepate Antitrust Litig.*, 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 by and through Encarnacion v. Health Quest, LLC*, 2023 WL 7214673, at 4 (Superior Ct. V.I. Oct. 31, 2023) (citing *Mathes v. Century Alumina Co.*, 2008 U.S. Dist. LEXIS 90087, at 29 (D.V.I. 2008)); Utah Code Ann. 76-10-3106(3), 76-10-3108(1), 13-11-17; *Utah Division of Consumer Protection v. Stevens*, 398 F. Supp.3d 1139, 1150 (D. Utah Aug. 19, 2019); Vermont Stat. Ann. 9 V.S.A. 2458; Va. Code Ann. 59.1-9.15; Rev. Code Wash. 19.86.080; *Washington v. Chimei Innolux Corp.*, 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. Snapp & Son, Inc. v. Puerto Rico*, 458 U.S. 592 (1982).

⁵ See footnote 7, *infra*.

⁶ 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

are authorized by state law to enter into the Settlements with Ascend, Citron, and Mayne to obtain injunctive relief and to recover for the States' Eligible Consumers, State Entities, and Eligible Corporate Entities, on whose behalf they assert claims.

A. The States' *Parens Patriae* Authority to Represent Eligible Consumers in Their States

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. Snapp & Son, Inc. v. Puerto Rico*, 458 U.S. 592, 600, n.8 (1982) (quoting BLACK'S LAW DICTIONARY 1003 (5th ed. 1979)). The doctrine

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; Fla. Stat. 501.201, et seq. and 501.204; 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.; Mont. Code Ann. 30-14-111(4), 30-14-131, 30-14-142(2), and 30-14-222; 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 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.; South Carolina Code of Laws 39-5-50, 39-5-110, 39-5-140, and 1-7-85; 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; Utah Code 76-10-3101 through 76-10-3118; 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.

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., Georgia v. Tennessee Copper Co.*, 206 U.S. 230 (1907) (interstate air pollution); *Kansas v. Colorado*, 185 U.S. 125 (1902) (water diversion); *Louisiana v. Texas*, 176 U.S. 1 (1899) (communicable disease).

State authority to bring a *parens patriae* action for federal antitrust law violations was first recognized by the U.S. Supreme Court in *Georgia v. Pennsylvania Railroad Co.*, 324 U.S. 439 (1945). Since *Georgia*, federal courts have routinely recognized the right of state attorneys general to bring *parens patriae* actions to redress consumer deception and antitrust violations.⁷ The 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

⁷ *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. Reebok Int’l, 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-Atl. 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)).

apply to competition issues), common law, and case law.⁸ The States are enforcing those laws here to fill gaps in federal law and otherwise strive to further the public interest.

B. Fundamental Differences Between *Parens Patriae* Claims and Rule 23 Claims

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, *Georgia*, 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. v. Utah*, 414 U.S. 538, 553 (1974). Because of its sovereign nature and political accountability, *parens 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 Settlements is warranted and appropriate based on the substantive terms of the Settlements and the process by which the Settlements were negotiated.

A. Standard for Preliminary Approval of *Parens Patriae* Settlements

Parens patriae settlements will be approved if they are fair, reasonable, and adequate. *State of N.Y. by Vacco v. Reebok Intern. Ltd.*, 903 F. Supp. 532, 535 (S.D.N.Y. 1995). Although states' *parens 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

⁸ See footnotes 5 and 7 *supra*.

a *parens patriae* settlement delivers. *See Id.*; *In re Toys ‘R’ Us Antitrust Litig.*, 191 F.R.D. 347, 351 (E.D.N.Y. 2000); *New York v. Salton, Inc.*, 265 F. Supp. 2d 310, 313 (S.D.N.Y. 2003); *New York v. Nintendo of Am. Inc.*, 775 F. Supp. 676, 680 (S.D.N.Y. 1991). The *parens patriae* settlement approval process generally applies a two-step approach: (1) preliminary approval and (2) final approval. *See In re GSE Bonds Antitrust Litigation*, 414 F. Supp. 3d 686, 691-92 (S.D.N.Y. 2019); *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.*, 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 *will likely* 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.

B. The Settlements Meet the Standard for Preliminary Approval

The Settlements satisfy the standard for preliminary approval because the Court *will likely* be able to grant final approval of the Settlement. *See supra, e.g., In re Toys ‘R’ Us Antitrust Litig.*, 191 F.R.D. at 351; *New York v. Salton, Inc.*, 265 F. Supp. 2d at 313; *State of New York v. Reebok Intern. 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 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 the relief that the settlement is expected to provide.” *Id.* In the Second Circuit, the Rule 23(e)(2) factors are supplemented by the factors set forth in *City of Detroit v. Grinnell 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. *Id.*; *In re GSE Bonds*, 414 F. Supp. 3d at 692. *Grinnell* sets forth nine factors that are referred to as the *Grinnell* 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 GSE Bonds*, 414 F. Supp. 3d at 693; *Ebbert v. Nassau County*, No. CV 05-5445 (AKT), 2011 WL 6826121, at 7 (E.D.N.Y. Dec. 22, 2011); *Dupler v. Costco Wholesale Corp.*, 705 F. Supp. 2d 231, 238-39 (E.D.N.Y. 2010). Because the Settlements were 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. Reebok 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. 10. The States have engaged in extensive discovery and motion practice, zealous prosecution of the States’ Actions, and settlement negotiations to obtain a favorable settlement. *Id.* The States represent forty-eight 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. *Id.* 9.

ii. The Settlements Were Negotiated at Arm’s Length by Experienced Counsel

The Settlements were “reached through arm’s-length negotiations between experienced, capable counsel knowledgeable in complex litigation” and “enjoys a presumption of

fairness.” *In re GSE 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. Reebok Int’l, Ltd.*, 903 F. Supp. at 535. Attorneys representing the parties to the Settlements are experienced and well-informed. Settling Defendants’ respective counsel have significant expertise in complex antitrust litigation. The Assistant Attorneys General who negotiated the Settlement, individually and collectively, also have extensive experience with antitrust investigations and litigation. States’ Decl. 12. “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.⁹

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*

⁹ See, e.g., *California v. ARC Am. Corp.*, 490 U.S. 93 (1989); *Hartford Fire Ins. 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.*, 605 F. Supp. 440 (D.Md.1984); *State of New York v. Reebok 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 Antibiotic Antitrust Actions*, 410 F. Supp 706 (D. Minn.1975); *U.S. v. Apple Inc.*, 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. Cephalon, Inc.*, No. 16-4234 (E.D. Pa. 2016); *State of Wisconsin, et al. v. Indivior Inc., et al.*, 16-cv-5073 (E.D. Pa. 2016); See also, *State of Utah et al. v. Google LLC et al.*, Case No. 3:21-cv-05227-JD (N.D. Cal.).

for their citizens. *See New York v. Reebok*, 96 F.3d at 48. The States negotiated at arm's length with Defendants while actively litigating, and the States' forty-eight (48) Attorneys General have approved the Settlements on behalf of their states, their Eligible Consumers, State Entities, and Eligible Corporate Entities, for whom they assert claims. States' Decl. 8, 12; Exhibits 1-3.

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 Settlements with Ascend, Citron, and Mayne. States' Decl. 10-13. The third *Grinnell* factor requires the Court to consider the stage of the proceedings and amount of discovery completed. *In re GSE Bonds*, 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." *Id.* (quoting *In re AOL Time Warner, Inc.*, 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 Settling Defendants 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. 10.

In summary, because the Settlements were the product of arm's length negotiations between informed and experienced counsel and were 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 Settlements and the relief that the Settlements are expected to provide. Fed. R. Civ. P. 23(e)(2); *In re Payment Card*, 330 F.R.D. at 29. This inquiry overlaps significantly with several *Grinnell* factors, which help guide the Court's application of Rule 23(e)(2)(C). *In re GSE Bonds*, 414 F. Supp. 3d at 693 (citing *In re Payment Card*, 330 F.R.D. at 36). The substantive factors weigh in favor of preliminary approval because the Settlements provide substantial and guaranteed recovery for Eligible Consumers, State Entities, and Eligible Corporate Entities, which recovery is fair, reasonable, and adequate given the litigation risks. States' Decl. 28.

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)." Furthermore, *Grinnell* 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. *In re GSE Bonds*, 414 F. Supp. 3d at 696 (quoting *In re Payment Card*, 330 F.R.D. at 47-48).

i. The Settlements Provide 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. *In re GSE Bonds*, 414 F. Supp. 3d at 693 (citing *In 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. Reebok*, 96 F.3d at 49. Courts have held that “the 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)). Furthermore, monetary relief in antitrust cases “are rarely susceptible of the kind of concrete, detailed proof of injury which is available in other contexts.” *J. Truett Payne Co., Inc. v. Chrysler Motors Corp.*, 451 U.S. 557, 565, 101 S. Ct. 1923, 68 L.Ed.2d 442 (1981) (quoting *Bigelow v. RKO Pictures, Inc.*, 327 U.S. 251, 264 (1946)).

Based on information and data the States have obtained through investigation and discovery, and analysis provided by the States’ experts in the Dermatology Action (*Connecticut et al. v. Sandoz, Inc., et al.*, 3:20-cv-00802), the States estimate that any overcharges attributable to Mayne’s anticompetitive conduct are minimal, that overcharges attributable to Citron’s anticompetitive conduct related to the two drug-specific conspiracies brought against Citron is less than 2 million, and that overcharges attributable to Ascend for its role in the single drug conspiracy is no more than 500,000. States’ Decl. 14-16. In light of Citron’s defunct status, the Citron Settlement does not provide monetary relief and provides injunctive terms only. States’ Decl. 15. Given that the Settlement Funds are significant considering the case complexity and litigation risk, they are, therefore, reasonable, adequate, and within the range of possible approval

for purposes of the preliminary approval analysis. *See, e.g., In re GSE Bonds*, 414 F. Supp. 3d at 697; *In re Currency Conversion Fee Antitrust Litig.*, No. 01 MDL 1409, 2006 WL 3247396, at 6 (S.D.N.Y. Nov. 8, 2006).

In addition to monetary relief, the Settlements provide valuable relief through Settling Defendants' commitments, including maintaining a compliance program, a Chief Compliance Officer, antitrust training, and providing reporting of potential violations to the States. *See* Mayne Settlement XII; Ascend Settlement XII; Citron Settlement IX.

ii. The Cooperation from Settling Defendants Adds Value to the Settlement

Further value is added to the Settlements through Settling Defendants' agreement to provide cooperation to the States in the ongoing litigation against Other Defendants. *See In re GSE Bonds*, 414 F. Supp. 3d at 697. Successful litigation against Other Defendants will increase the likelihood of further recovery and additional value to the States, Eligible Consumers, State Entities, and Eligible Corporate Entities on whose behalf the States assert claims. Related to this is the seventh *Grinnell* factor, defendants' ability to withstand a greater judgment. Even if it is determined that Settling Defendants 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." *In re GSE Bonds*, 414 F. Supp. 3d at 694 (*quoting In re Pressure Sensitive Labelstock Antitrust Litig.*, 584 F. Supp. 2d 697, 702 (M.D. Pa. 2008)).

Settling Defendants' covenant to reasonably cooperate in this litigation confers substantial value that supports preliminary approval. *See, e.g., In re Air Cargo Shipping Servs. Antitrust Litig.*, 2009 WL 3077396 at 9 (E.D.N.Y. Sept. 25, 2009) ("the agreement to cooperate with the plaintiffs adds significant value"); *In re GSE Bonds*, 2019 WL 6842332 at 4 (S.D.N.Y. Dec. 16, 2019) ("this cooperation nonetheless provides some additional value to the GS settlement"); *In re Packaged Ice Antitrust Litig.*, 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, Settling Defendants provide meaningful added value to the States and the Settlements. *See* Mayne Settlement XIII; Ascend Settlement XIII; Citron Settlement X.

iii. The Settlements Are Reasonable Considering the Costs, Risks, and Delay of Trial and Appeal

When evaluating the adequacy of the Settlement, the Court should compare the Settlement Funds 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 *Grinnell* 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). *Grinnell*, 495 F.2d at 463.

A settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution. *Milstein v. Werner*, 57 F.R.D. 515, 524-25 (S.D.N.Y.1972). The Settlement’s substantial and guaranteed recovery for the States, 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 Settling Defendants’ 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 GSE Bonds*, 414 F. Supp.3d at 697 (quoting *Wal-Mart Stores, Inc., v. Visa U.S.A., Inc.*, 396 F.3d 96, 118 (2d Cir. 2005)); *See also In re Vitamin C Antitrust Litig*, 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 forty-one different states,¹⁰ is no exception, particularly given the number of parties, drugs, and alleged conspiracies and the fact that the litigation against Settling Defendants has been ongoing for nine years. *See In re GSE Bonds*, 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 it has already required lengthy and expensive discovery. *See New York v. Reebok*, 903 F. Supp. at 536. “Courts favor settlement when litigation is likely to be complex, expensive, or drawn out.” *In re GSE Bonds*, 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. “As 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 LIBOR-Based Fin. Instruments Antitrust Litig.*, 327 F.R.D. 483, 494 (S.D.N.Y. 2018) (“*LIBOR*”). Proving violations of antitrust laws is no mean feat,

¹⁰ The States bring claims under the laws of Connecticut, Alaska, Arizona, California, Colorado, District of Columbia, Delaware, Florida, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

and even if that feat is accomplished, proving remedies and damages is just as difficult. *See LIBOR*, 327 F.R.D. at 494 (plaintiffs' damages models would "unquestionably be challenged and perhaps subject to further *Daubert* motions"); *In re GSE Bonds*, 414 F. Supp. 3d at 697 (even if they prove liability, plaintiffs will still face the difficulties inherent in proving damages). At trial, 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-Bache Secs., Inc.*, 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 GSE Bonds*, 414 F. Supp. 3d at 694 ("a court should balance immediacy and certainty of recovery against the continuing risk of litigation"). Recognizing the cooperation that Settling Defendants have 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 Settlements with Settling Defendants are fair, reasonable, and adequate.

iv. The Monetary Payment to the States is Fair and Reasonable and the Settlements Do 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 Ascend and Mayne Settlements provide that 30% of the Settlement Funds, which equals \$117,647.10 (Ascend) and \$191,176.50 (Mayne) will 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. Mayne Settlement I.E; Ascend Settlement I.F. Furthermore, to the extent that the funds in the Costs Account are not needed to offset costs of States litigating in the State Actions, any remaining funds may be used by the States as set forth in Mayne Settlement I.E; and Ascend Settlement I.F. 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.¹¹ 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.

v. 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 Settlement Funds 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.

¹¹ See footnote 7, *supra*.

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

VI. HUNTINGTON BANK AS ESCROW AGENT

Pursuant to the Settlements, Ascend will pay 400,000 and Mayne will pay 650,000 (the “Settlement Funds”) to the States. Mayne Settlement IV; Ascend Settlement IV. Settling Defendants’ payments will be deposited directly into escrow with Huntington Bank and will accrue interest. States’ Decl. 17. The States shall hold the payments in escrow pending final Court approval of a distribution. Mayne Settlement I.E, I.N, I.Z, IV, V; Ascend Settlement I.F, I.O, I.AA, 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”). *Id.* 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 *parens patriae* or class action settlements. States’ Decl. 18. 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 Settlement Funds.

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 Grp. 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.” *Fikes Wholesale, Inc. v. HSBC Bank USA, N.A.*, 62 F.4th 704, 727 (2d Cir. 2023) (citing, *Wal-Mart Stores*, 396 F.3d at 113–14). “Notice 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.” *Wal-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 Tiffany Janowicz (“Janowicz Decl.”) 2-4 and Exhibit A. Rust has extensive experience in state and federal class and *parens patriae* actions. *Id.*

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 Settlement, 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. 10; Exhibit E. The website also includes a toll-free telephone number and email address where Eligible Consumers can seek additional information. Janowicz Decl. 10. The home page on the website will be modified to include overviews of the Settlements along with the Eligible Consumers’ options and relevant deadlines (when available). Janowicz Decl. 11.

Separate links for documents relating to the Settlements will be added to the website's documents page. *Id.* All documents will be organized by settlement with the settlement name in the link to minimize consumer confusion. *Id.* The website also 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. *Id.*

The States have drafted a clear, one-page notice ("Short Form Notice"), that informs Eligible Consumers of the Settlements 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. 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. 10; Exhibit C. The Long Form Notice will include additional information about the Settlement. *Id.* 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. *Id.* 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. 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. *Id.* For those Eligible Consumers who did not provide an email address with their registration, Rust will mail the Long Form Notice. *Id.* 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. *Id.*

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 Settlements through traditional media, such as television, radio and newspapers, as well as digital advertising. Janowicz Decl. 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. *Id.* 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. *Id.*

The objective of the proposed Notice Plan is 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 Settlements and act upon their rights; and ensure that Eligible Consumers will be exposed to, see, review, and understand the notices. Janowicz Decl. 6-7. The Notice Plan builds on notice efforts undertaken by the States for previous settlements in this litigation. Janowicz Decl. 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 ERISA Litig.*, 265 F.R.D. 128, 145 (S.D.N.Y. 2010) (*citing*, *Foe v. Cuomo*, 700 F. Supp. 107, 113 (E.D.N.Y. 1988), *aff'd*, 892 F.2d 196 (2d Cir. 1989)); *Wal-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 on behalf of 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 *parens patriae* authority or otherwise (“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 Settlements provide 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.¹² *See* Mayne Settlement VIII, IX.; Ascend Settlement X; Citron Settlement VI.D. The States propose to give notice to Eligible Corporate Entities in Idaho through a press release issued by the Idaho Attorney General. States’ Decl. 26. Considering that Eligible Corporate Entities in Idaho that are injured indirectly do not have a private right of action for their indirect

¹² *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.

injuries, notice through a press release constitutes sufficient notice. Furthermore, Rust will establish a subpage on the website www.AGGenericDrugs.com at <https://www.aggenericdrugs.com/English/CorporateEntities> where Eligible Corporate Entities in Idaho and Washington can obtain information about the Settlements and register to obtain additional and future information about the litigation and a future claims process. Janowicz Decl.

18. Finally, the website will provide Eligible Corporate Entities in Idaho an opportunity to exclude themselves from the Settlement. *Id.*

IX. ALLOCATION AND DISTRIBUTION OF SETTLEMENT FUNDS

The States seek preliminary approval of the allocation and distribution of parts of the Settlement Funds received in the States' Actions, including approval of (A) allocation of Settlement Funds 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 funds allocated to Eligible Corporate Entities. The approval of a plan of distribution is within the discretion of the Court. *In re Chicken Antitrust Litig.*, 669 F.2d 228, 238 (5th Cir. 1982); *West Virginia v. 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." *In re Chicken*, 669 F.2d at 238; *see also In 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 between the Restitution Account and Costs Account and Distribution of the Costs Account

The Settlements provide that 70% of the Settlement Funds 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”). Mayne Settlement IV; Ascend Settlement IV. Furthermore, 30% of the Settlement Funds shall be held in escrow and used to pay for settlement notice and administration costs and, upon final approval of the Settlement Agreements, for costs of litigating the States’ claims, including attorney fees (“Costs Account”). Mayne Settlement IV; Ascend Settlement IV. The States request that the Court grant preliminary approval of the proposed 70/30 percentage allocation of Settlement Funds 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.

B. Allocation of Restitution Account Between Eligible Consumers and State Entities

The Settlements provide that 70% of the 400,000 Settlement Funds from Ascend and the 650,000 Settlement Funds from Mayne, which equals 741,176.40 (282,352.90 from Ascend and 458,823.50 from Mayne) are allocated to restitution for Eligible Corporate Entities, Eligible Consumers and State Entities that are State Releasers (referred to as the “Restitution Account”), to compensate them for any alleged harm resulting from the alleged Conduct. Mayne Settlement IV; Ascend Settlement IV. Of the Restitution Amount, 12,745.00 (Mayne) and 7,843.00 (Ascend) is allocated to Eligible Corporate Entities and 446,078.50 (Ascend) and 274,509.90 (Mayne) is allocated to State Entities and Eligible Consumers. Mayne Settlement IV; Ascend Settlement IV.

As with previous settlements, the States propose to split this share of the Restitution Account so that 288,004.42 from Mayne and 177,233.78 from Ascend (which is approximately 44 of the Settlement Funds) is allocated to Eligible Consumers (“Consumer Restitution Funds”) and 158,074.08 and 97,276.12 (which is approximately 24 of the Settlement Funds) is allocated to State Entities. The States request that the Settlement Funds allocated to State Entities be distributed to the States upon final approval of the Settlements 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 Settlement Funds 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 Settlement Funds allocated to Consumer Restitution Funds be further allocated among Eligible Consumers and distributed pursuant to an 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 Settlements be included in the Allocation and Distribution Plan, as further ordered by the Court.

D. Allocation and Distribution to Eligible Corporate Entities

The Ascend and Mayne Settlements designate 12,745.00 and 7,843.00 as restitution for Eligible Corporate Entities (“Corporate Entity Payments”) for which the Attorneys General of Idaho and Washington have asserted an exclusive claim in the States’ Actions. Mayne Settlement I.EE., IV; Ascend Settlement IV. The States are requesting that further allocation and distribution of the Corporate Entity Payments 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.

X. CONCLUSION

For the foregoing reasons, the States respectfully request that the Court (1) find that the Settlements were negotiated at arm’s length, are fair, reasonable, and adequate, and were entered into in good faith; (2) preliminarily approve the Settlements with Defendants Ascend, Citron, and Mayne; (3) appoint Huntington Bank as the Escrow Agent; (4) stay the litigation against Settling Defendants until the Court decides whether to grant final approval of the Settlements; (5) appoint Rust Consulting as the Notice and Claims Administrator; (6) approve the Notice Plan for providing notice to Eligible Consumers; (7) approve the plan for notice to Corporate Entities; (8) preliminarily approve the allocation of funds between the Restitution Account and Costs Account; (9) preliminarily approve a distribution to the States of all funds allocated to the Costs Account; (10) preliminarily approve the allocation of the Restitution Account between Eligible Corporate Entities, Eligible Consumers, and State Entities; (11) preliminarily approve a distribution to the States of all funds allocated to State Entities; (12) preliminarily approve that all funds allocated to

Consumer Restitution Funds be held in escrow, and subject to a future allocation and distribution plan, be deferred until a future appropriate time, upon motion as ordered by the Court as part of the States' Allocation and Distribution Plan; (13) preliminarily approve the Settlements' allocation of Corporate Entity Payments to Eligible Corporate Entities; (14) preliminarily approve that the share of the Settlement Funds allocated to Eligible Corporate Entities be held in the State Escrow and that the distribution be deferred until a future appropriate time; (15) setting an objection deadline for the Settlement, (16) setting an opt out deadline for the Settlement; (17) 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 (18) setting a date and time for a final approval hearing.

Date: October 8, 2026.

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 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
Office of the Attorney General
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 CONNECTICUT
WILLIAM TONG
ATTORNEY GENERAL

By: /s/ Amy Taylor¹³

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

Amy.Taylor@ct.gov

Nicole.Demers@ct.gov

Attorneys for the State of Connecticut

¹³ 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

Ascend Settlement Agreement

**SETTLEMENT AGREEMENT BETWEEN THE IDENTIFIED STATES
AND DEFENDANT ASCEND LABORATORIES, INC.**

This Settlement Agreement (“Agreement”) is made and entered into this 24th day of September, 2026 (“Execution Date”), by and among Defendant Ascend Laboratories, Inc. (“Defendant”), on the one hand, and the Attorneys General (as defined below), on the other hand (collectively, the “Parties”; Defendant is a “Party” and the Attorneys General are a “Party”), to settle the case that was brought by the Attorneys General on behalf of states and territories against Defendant, styled as *Connecticut et al. v. Aurobindo Pharma SA, Inc., et al.*, Case No. 3:16-cv-02056 (D. Conn.), in the United States District Court for the District of Connecticut, which was previously consolidated for pretrial purposes into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.) (the “MDL”) and has since been remanded back to the U.S. District Court for the District of Connecticut.

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

WHEREAS, the States 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 individual States, State Entities, and Eligible Consumers, as hereafter defined;

WHEREAS, the Attorneys General for two states, Idaho and Washington have also asserted exclusive claims for Eligible Corporate Entities, as hereafter defined;¹

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 any violation of the antitrust laws and specifically denies the allegations set forth in the Complaint, and 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, the claims against Defendant asserted by the following states, commonwealths, districts, and territories will be dismissed: Alaska, Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming (CT ECF No. 473).

¹ The Parties acknowledge that while Illinois has asserted claims for corporate entities, those claims are only being released by a covenant not to sue and not a release that could be construed to preclude private plaintiffs from pursuing these claims.

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: State of Connecticut et al. v. Aurobindo Pharma USA, Inc. et al., No. 2:17-cv-3768 (E.D. Pa.); State of Connecticut v. Aurobindo Pharma USA, Inc., No. 3:16-cv-2056 (D. Conn.), State of Connecticut v. Teva Pharmaceuticals USA, Inc., No. 2:19-cv-02407 (E.D. Pa.); State of Connecticut v. Teva Pharmaceuticals USA, Inc., No. 3:19-cv-710 (D. Conn.); State of Connecticut, et al. v. Sandoz Inc. et al., No. 2:20-cv-03539 (E.D. Pa.); State of Connecticut v. Sandoz, Inc., No. 3:20-cv-00802 (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 A.

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 state, commonwealth, district, and territory that have pending claims in the Action and those that are otherwise signatories to this Agreement.

C. “Complaint” means the operative complaint filed in the Action.

D. “Conduct” means any act or omission 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, 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 drug at issue in *in re generic Pharmaceuticals Pricing Antitrust*

iti ation, 16-md-2724 (E.D. Pa.) for which claims are or could have been asserted based on any facts alleged or that could have been alleged in the Action, 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 *n re generic Pharmaceuticals Pricin Antitrust iti ation*, 16-md-2724 (E.D. Pa.).

E. “Corporate Releasors” means Eligible Corporate Entities in Idaho and Washington that do not submit a timely and valid request for exclusion from the settlement under this Agreement.

F. “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 III of this Agreement, plus accruing interest, which Huntington Bank as escrow agent (hereinafter, the “Escrow Agent”), or a successor 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., 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 to defray 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) for any other use permitted by state law at the sole discretion of that State's Attorney General.

G. "Defendant Board of Directors" means the board of directors or equivalent governing body for each entity included in the definition of "Defendant."

H. "Distribution Plan" means a plan agreed upon among the Attorneys General for distributing funds deposited into the Restitution Account pursuant to this Agreement to consumers, state Medicaid agencies, and other state agencies, who purchased generic drugs at issue in the Action during the relevant time period, and which shall include a claims process for identifying consumers who wish to receive compensation.

I. "Drugs at Issue" means the following drug: Nimodipine.

J. "Effective Date" shall be the date on which the final signatory of this Agreement executes this Agreement. The Attorneys General will have 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 60 calendar days of the date of Defendant's signature, Defendant shall have the unilateral right to terminate this Agreement upon written notice.

K. "Eligible Consumers" means natural persons who purchased, directly or indirectly, any of the drugs specified in the Action, whether through a cash payment in the absence of insurance, or any partial payment accompanying insurance coverage (*e. .*, a co-pay, deductible, flat, or co-insurance payment) and for whom an Attorney General can seek in this Action restitution or disgorgement in a sovereign, quasi-sovereign, law enforcement equitable capacity. For purposes

of clarity, the term “Eligible Consumers” does not include any State Entity (for whom the Attorney General may seek relief as noted in the prior sentence), any Local Entity, or any corporate entity. Nothing in this agreement shall require a natural person to release their claims, nor should this agreement be read to release the claims of a natural person, as a condition to be an Eligible Consumer.

L. “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 *arens atrieae* authority or otherwise.

M. “Enforcement Period” means a 4-year period from the Effective Date.

N. “Execution Date” shall be the last date on which the last signatory to this Agreement affixes their signature thereon.

O. “Final Approval Order” means the order to be entered by the United States District Court for the District of Connecticut (the “District Court”) that grants final approval of this Settlement 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 Settlement Agreement has been entered in good faith; (3) approves the Settlement 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; (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 Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the Final Approval Order as to the Released Parties shall be final and immediately appealable.

P. “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.

Q. “Generic Pharmaceutical Products” shall mean 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 State Attorneys General or filed in any related federal or state court proceeding, including any action consolidated for pretrial purposes in the MDL.

R. “Global Settlement Amount” means the Total Settlement Amount, excluding the amount designated for Eligible Corporate Entities.

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

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

U. “Notice Plan” means the plan specifying the manner and content of notifying Eligible Consumers of this Settlement Agreement and informing Eligible Consumers and Eligible Corporate Entities of their rights to comment on or to exclude themselves from the Action and this Settlement 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 this Settlement Agreement.

V. “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 court’s Final Approval Order.

W. “Preliminary Approval Order” means an order to be entered by the District Court that preliminarily approves this Settlement Agreement. The Parties intend that the Preliminary Approval Order will include the following provisions: preliminary approval of this Settlement 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.

X. “Released Claims” means any and all manner of claims, counter-claims, demands, actions, rights, liability, costs, debts, expenses, attorneys’ fees, judgments, and civil and administrative causes of action of any type, including both monetary and injunctive, 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. “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 the State’s Medicaid program, including under the False Claims Act (codified at 31 U.S.C. §§ 3729-3733) 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.² Claims that were or could have been brought against the Defendant in the Action pursuant to the federal False Claims Act (codified at 31 U.S.C. §§ 3729-3733) 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 does not include any claim held 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.

Y. “Released Party(ies)” means Defendant, Defendant’s direct and indirect, past and present parents, joint ventures, subsidiaries, divisions, groups, general or limited partners, and

² This includes claims assigned to the State of Florida, *see, e. ., State of Connecticut, et al. . Sando nc. et al.*, Amended Complaint, No. 2:20-cv-03539, ECF No. 62, ¶ 1860 (certain claims of Minnesota Multistate Contracting Alliance for Pharmacy (“MMCAP”) and/or Cardinal Health, Inc. have been assigned to the State of Florida), claims assigned to the State of California, *see id.* ¶ 2117 (certain “vendors and intermediaries” assigned claims to the State of California), and claims assigned to the State of New York, *see, e. ., State of Connecticut, et al. . Te a Pharmaceuticals SA, nc.*, Amended Complaint, No. 2:19-cv-02407, ECF No. 106, ¶ 1586 (certain claims of MMCAP and/or Cardinal Health, Inc. have been assigned to the State of New York).

“Affiliates”, defined as a person or entity that directly or indirectly currently controls, is controlled by, or is under common control with Defendant; Defendant’s predecessors, successors, heirs, executors, administrators, and assigns; and any and all current and former officers, directors, employees, stockholders, principals, managers, partners, members, agents, equity holders, representatives, trustees, insurers, and owners thereof, individually and collectively.

Z. “Representative States” means the States of Connecticut, New York, 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.

AA. “Restitution Account” means an account established at Huntington Bank pursuant to the Escrow Agreement, which account 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 victims of the anticompetitive acts alleged by the States, including without limitation: (i) Eligible Consumers; (ii) Eligible Corporate Entities; and (iii) State Entities whose claims are being released by the States. These amounts for the States’ equitable sovereign quasi-sovereign and law enforcement disgorgement and restitution claims are intended to compensate these Eligible Consumers and entities for monies taken from them as victims of the Conduct. If funds from the Restitution Account are re-distributed by recipient State Entity Releasers 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.

BB. “Settlement Administration Costs” means costs to be paid for all actual, customary, and reasonable costs and fees incurred in the administration of this Settlement 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 States.

CC. “States,” or each “State,” means all states, commonwealths, districts, and territories that assert claims in the Action, including Alaska, Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, 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 Carolina, South Dakota, Tennessee, U.S. Virgin Islands, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming in their sovereign, quasi-sovereign, law enforcement, proprietary, or any other capacities.

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

EE. “State Releasers” means (a) the Attorneys General, States, and State Entities listed on Appendix A (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; and (c) Corporate Entities in Idaho³ that do not submit a timely and valid request for exclusion from the settlement under this Agreement.⁴

FF. “Total Settlement Amount” is the aggregate sum of three hundred ninety-two thousand, one hundred fifty-seven thousand dollars (\$392,157.00 USD), plus seven thousand, eight hundred forty-three dollars (\$7,843.00 USD) for Eligible Corporate Entities, for a total of four hundred thousand dollars (\$400,000.00).

1. 70% of the Global Settlement Amount and 100% of the payment for Eligible Corporate Entities 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 Global 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 sentence 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 70% of the Global Settlement Amount and 100% of the Eligible Corporate Entities amount 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 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.

⁴ Aside from Idaho, Illinois, and Washington, which assert exclusive claims on behalf of Eligible Corporate Entities in the Action, other States assert non-exclusive claims to recover damages or restitution for corporate entities. As further described in Section VI. *infra*, for those States asserting non-exclusive claims, 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. The portion of the Global Settlement Amount attributable to restitution shall be allocated among the State Entities that are State Releasors as determined by the Attorneys General, and among Eligible Consumers as determined by the Attorneys General and approved by the court. For clarity, the Global Settlement Amount explicitly excludes the \$7,843.00 referenced above for Eligible Corporate Entities, which 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. The Attorneys General will hold the remaining 30% of the Global Settlement Amount equaling one hundred seventeen, six hundred forty-seven thousand dollars and ten cents (\$117,647.10) in the Costs Account and for use as specified in Section I.E.

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 reinstate the Released Claims in bankruptcy if Defendant does not pay the Total Settlement Amount as required under this Settlement Agreement and Defendant files for bankruptcy.

III. DISMISSALS

Upon entry of the Final Approval Order by the District Court, the Complaints in the Actions shall be deemed dismissed with prejudice against Defendant, 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, although the 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 States the Total Settlement Amount and no other monetary consideration. The payment shall be made in accordance with the following terms: Defendant will pay or cause to be paid the Total Settlement Amount pursuant to the written payment instructions provided by the Attorneys General within the later of: (1) sixty (60) calendar days after the date the Preliminary Approval Order is entered on the docket in the Action or (2) thirty (30) calendar days after receiving written payment instructions from the Attorneys General. The Attorneys General's written payment instructions shall direct 70% of the Global Settlement Amount (\$274,509.90) and 100% of the Eligible Corporate Entity amount (\$7,843.00) to be paid directly into the Restitution Account and 30% of the Global Settlement Amount (\$117,647.10) to be paid into the Costs Account.

B. Deposit Account: The payment shall be deposited into the Escrow Account. For the avoidance of doubt, 70% of the \$392,157.00 and 100% of the \$7,843.00 for Eligible Corporate Entities shall be deposited into the Restitution Account (with the States having the discretion to split those monies into accounts for Eligible Consumers, Eligible Corporate Entities, Medicaid

state agencies, and non-Medicaid State Entities) and the remainder shall be deposited into the Costs Account.

C. 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.

D. Use of Settlement Payment: The Attorneys General will distribute the funds in the Restitution Account pursuant to the States' allocation plan, including to State Entities that are State Releasers, 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 the Distribution Plan submitted to and approved by the District Court. Promptly after the Final Approval Order is entered, the funds in the Costs Account may be distributed to the States to pay Settlement Administration Costs, the past and future costs of litigating the States' 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 States 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., revolving account, trust account) for use in accordance with the laws governing the account; (2) deposit into a fund exclusively dedicated to assisting any state to defray 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) for any other use permitted by state law at the sole discretion of that State's Attorney General.

E. Defendant shall have no obligation to make any other payment of any kind in connection with this Agreement. 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, or injunctive 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 Plans approved by the 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) and (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 a Settlement Fund 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 therefore, 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, or the

administration of the Settlement Fund, including the costs and expenses of such investment, distribution and administration.

VI. PAYMENT OF EXPENSES

A. Defendant agrees to permit use of a maximum of \$250,000 USD of the funds deposited in the Costs Account toward: (1) the cost of providing notice to Eligible Consumers, and (2) the costs of administration of the Settlement Fund prior to Final Court Approval after the Total Settlement Amount is paid into the Escrow Account (except as described in Part IV.E above) (collectively, “Notice Period Costs”). To the extent Notice Period Costs have been actually incurred or paid, they are not recoupable by Defendant if this Settlement does not become final or is terminated pursuant to Part IX, below. The Escrow Agent shall return all remaining portions of the Settlement Fund (net of costs incurred and expended in accordance with Paragraph IV.E) and all interest or earnings accrued from deposit or investment of those funds to Defendant should this Agreement be terminated in accordance with Part IX, *infra*.

B. 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 the court or Special Master, appeals, trials, or the negotiation of other settlements up until and through the Effective Date, and the Defendant 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 Releasors hereby release, acquit, and forever discharge all of the Released Parties from all of the Released Claims.⁵

B. Exclusions: Notwithstanding any term or definition in this Agreement, the following claims and rights of the States are specifically reserved and are not released:

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;

⁵ For clarity, the exclusive claims asserted by Idaho and Washington on behalf of Eligible Corporate Entities are within the definition of Released Claims. For Illinois, which asserted exclusive 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. The Attorneys General also covenant not to sue the Defendant in any capacity to recover disgorgement against the Defendant that would involve overcharges to corporate entities in their states. 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 though all other defenses and rights remain available to Defendant. And to the extent 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.

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.

C. 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 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 Attorneys General against any other party, person, or entity that is not included within the definition of Released Parties.

D. 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 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 with respect to price-fixing, market allocation, or bid-rigging within the time periods mentioned in the Complaints concerning the Released and Resolved 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 and Resolved 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 and Resolved Claims and shall not convert what is a limited release into a general release.

E. 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 other person or party, including without limitation all claims asserted in any private suit or class action now pending

against the Defendant, including the Eligible Consumers' claims, which have been expressly reserved and not released.

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 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 60 calendar days, Defendant shall have 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.D..

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 A pertaining to their representation of State Entities.

D. 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 Part IX below.

E. 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 States will provide a copy of such motion (including all exhibits and attachments to such motion) to Defendant in advance of filing.

F. 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 States 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 States 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 the Agreement. After the passage of sixty days from the date that the 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 Part XX 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) the 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 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 States 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 A, 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 Settlement by submitting a valid and timely request for exclusion in accordance with the Notice plan approved by the 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 Settlement, 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 settlement, including this section, shall be construed to release an Eligible Consumer's ability to seek recovery from other settlements or actions brought by themselves or on their behalf by class representatives.

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, or (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 States or any other party in the Action. Further, none of this Agreement, the fact of the Parties' settlement, nor 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 Products; (b) submit courtesy, cover, or otherwise non-competitive, bids or proposals for the supply, distribution or sale of Generic Pharmaceutical Products; (c) refrain from bidding on, or submitting proposals for, the supply, distribution, or sale of Generic Pharmaceutical Products; or (d) allocate customers for the sale of Generic Pharmaceutical Products for the Enforcement Period. These covenants are a material term of this Agreement.

B. Business Reforms: Defendant represents to the States that it will implement, and shall continue to maintain during the Enforcement Period, a written “Antitrust Compliance Policy,” on which all of Defendant’s newly hired employees responsible for the pricing, sale, bidding or marketing of Generic Pharmaceutical Products, including those in a managerial or employee capacity, will be trained. Each of Defendant’s newly hired employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products 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 newly hired employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products at least once per year. Such antitrust training 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 newly hired employees receive the 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 designated compliance officer. Defendant’s training sessions and the Antitrust Compliance Policy shall also make clear the consequences of antitrust violations. Within sixty (60) days of the Effective Date, Defendant shall provide to the Representative States a written certification confirming that all current employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products have completed antitrust compliance training substantially equivalent to the training required under this Section.

C. Designated Compliance Officer: During the Enforcement Period, Defendant shall designate an existing officer or compliance function (the “Designated Compliance Officer”) responsible for enforcing Defendant’s Antitrust Compliance Policy, monitoring Defendant’s employees to ensure that there are no further violations of the antitrust laws, and serving 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 Designated 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 of Defendant’s employees responsible for the sale 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. Maintain its Antitrust Compliance Policy and conduct comprehensive and effective antitrust training for Defendant’s employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products on an annual basis.

D. Actual Violations: Upon discovery or receipt by Defendant’s General Counsel or Chief Compliance Officer of a credible notification of an actual violation of the covenants in this Section, 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); and (2) within thirty (30) business days of such discovery or receipt of credible information suggesting an actual violation of this

Agreement, provide to the designated Representative States in writing, a description of the actual violation and the corrective actions taken (if any).

E. Reporting: During the Enforcement Period, Defendant will provide an annual certification to the Representative States confirming that Defendant is in substantial compliance with its Antitrust Compliance Policy and the requirements of this Section. Such certification shall note any material changes to the Antitrust Compliance Policy since the prior certification.

D. Confidentiality: All reports that Defendant provides to the States under this Section shall be kept confidential and shall not be disclosed to anyone other than the States or used for any purpose other than to enforce this Agreement or for the filing of a new action based on violation of the covenants in this Section except as required by state law. To the extent state law requires otherwise, the States shall notify Defendant of any request for those reports, shall make best efforts to object to production of those reports, and shall provide Defendant a reasonable opportunity to intervene to prevent disclosure.⁶

E. 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 based on violation of these covenants.

F. Defendant's compliance with this Section XI shall be at its sole expense.

⁶ The States agree to seek a protective order in any court to which any State Action has been or may be remanded, providing for "Highly Confidential" treatment of such information, at least equivalent to the protection provided under the protective order in the MDL.

XIII. DISCOVERY, AUTHENTICATION AND COOPERATION

A. Defendant agrees to provide reasonable cooperation to the States in connection with the prosecution of the Action against Other Defendants as set forth herein. Subject to these limitations, Defendant shall provide reasonable cooperation to the States, and their respective counsel, as a condition of this Agreement, which includes the following:

1. Reasonable efforts to assist the States to understand data produced by Defendant, including consulting with technical personnel to address questions posed by the States' 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.

2. Reasonable efforts to authenticate and lay the foundation necessary for admission in evidence of documents or data identified by the States 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.

3. Identification of persons who are or were working for Defendant who are likely to have relevant information about the alleged conduct in the Action, including whether such persons remain under Defendant's control.

4. Attorney proffers regarding Defendant's, and its current and former employees', knowledge and roles in the conduct alleged in the Action with respect to Nimodipine only, limited solely at Defendant's discretion. The information previously provided by Defendant in connection with and exchanges of views the Action. No additional proffers shall be required absent mutual written agreement of the Parties deemed

sufficient for purposes of this Agreement, and no additional proffers shall be required and settlement negotiations.

5. Identification of employees of Defendant who are likely to have relevant information concerning Defendant's pricing information contained in Other Defendants' documents, and the accuracy of this information, for Generic Pharmaceutical Products.

6. Identification of price increases implemented by Defendant during the relevant time period for each Generic Pharmaceutical Product named in the Complaints as to which the States allege Defendant entered into a product-specific conspiracy, including identification of supportive documents and data by Bates number.

7. Reasonable efforts to provide access to persons identified in (3) and (5) for interviews, to the extent not already provided.

8. Production of no more than two (2) witnesses identified in (3) and (5) for testimony at trial to the extent that such witnesses are under Defendant's control. Defendant will notify the States as far in advance as reasonably feasible if any individual who the States have identified as a potential witness has a change in status in relation to his or her employment or relationship with the Defendant.

9. Defendant will in good faith consider reasonable requests from the Attorneys General for additional assistance that does not impose an undue burden on Defendant; provided, however, that any such requests must be made within two (2) years of the Effective Date.

B. Defendant shall not be required to produce any documents or otherwise disclose information protected by the work product doctrine, attorney-client privilege, common-interest privilege, joint-defense privilege, or any other applicable doctrine or privilege; or disclosure of

which is prohibited by any relevant law (including foreign laws), government entities, or court order.

C. 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 to enforce the terms of this Agreement. For the avoidance of doubt, the States may continue to attend depositions in the Action of current and former employees of Defendant noticed by Other Defendants and may question those employees as it relates to the prosecution of claims against Other Defendants in the Action; provided, however, that the States shall not independently notice or compel depositions of Defendant's current or former employees without Defendant's prior written consent. Counsel for Defendant may likewise continue to attend depositions of current and former employees of the States and of any other individuals represented by the States taken 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 related action.

D. 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:

W. Gordon Dobie
Frank Battaglia
WINSTON TAYLOR
300 N. LaSalle St.
Chicago, IL 60654
WDobie@winston.com
FBattaglia@winston.com

Irving Wiesen
LAW OFFICES OF IRVING L. WIESEN, P.C.
420 Lexington Avenue - Suite 2400
New York, NY 10170
iwiesen@wiesenlaw.com

2. For the States:

Nicole Demers
Deputy Associate Attorney General
Office of the Connecticut Attorney General
165 Capitol Ave.,
Hartford, CT 06106
Tel: (860) 808-5030
Email: nicole.demers@ct.gov

Bob Hubbard
Assistant Attorney General, Antitrust Bureau

Office of the New York State Attorney General
28 Liberty Street, 20th Floor
New York, NY 10005
Tel: (212) 416-8267
Email: Robert.Hubbard@ag.ny.gov

Christopher Teters
Assistant Attorney General, Public Protection Division
Office of Kansas Attorney General Kris Kobach
120 SW 10th Avenue, 2nd Floor
Topeka, Kansas 66612
Tel: (785) 296-3751
Email: 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 Settlement 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 court's finding that it was entered into in good faith.

I. Choice of Venue: Defendant irrevocably consents to the venue of the District Court in any action or proceeding to enforce the obligations contained in this Agreement. 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:

ASCEND LABORATORIES

Date: August 24, 2026

By: 

Name: John Dillaway

Its: Executive Vice President

STATE OF ALASKA

CORI MILLS

ACTING ATTORNEY GENERAL

By: /s/ *Jeff Pickett* Date: 9/8/2026

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

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

***PLAINTIFF STATE OF CALIFORNIA
ROB BONTA
ATTORNEY GENERAL***

/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

Tel: (415) 510-3541

Emilio.Varanini@doj.ca.gov

Counsel for the State of California

Dated: August 31, 2026

PHILIP J. WEISER
Attorney General

/s/ Elizabeth W. Hereford
Elizabeth W. Hereford, 58252*
Robin E. Alexander, 48345*
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: 09/02/2026

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 18, 2026

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: September 9, 2026

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: 202-44209864
adam.gitlin@dc.gov

Counsel for the District of Columbia

Dated: August 28, 2026

JAMES UTHMEIER
Attorney General
State of Florida

By: /s/ Lizabeth A. Brady
Lizabeth A. Brady
Director, Antitrust Division
Timothy Fraser
Special Counsel
PL-01, The Capitol
Tallahassee, FL 32399-1050
Telephone: (850) 414-3300
Facsimile: (850) 488-9134

Counsel for State of Florida

STATE OF GEORGIA

/s/ Logan Winkles

Christopher Carr, Attorney General
Logan Winkles, Deputy Attorney General
Ron Stay, Sr. Asst. Attorney General
Charles Thimmesch, Sr. Asst. Attorney General
Office of the Georgia Attorney General
40 Capitol Sq. SW
Atlanta, GA 30334
(404) 458-3626
cthimmesch@law.ga.gov

Attorneys for the State of Georgia

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 18, 2026

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

/s/ Brian M. Yost

Brian M. Yost,
Supervising Attorney
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 28, 2026

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: September 3, 2026

**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: September 4, 2026

/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: June 9, 2026

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

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

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: 9.8.26

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 27, 2026

FOR PLAINTIFF PEOPLE OF THE STATE OF MICHIGAN:

DANA NESSEL

Attorney General of Michigan

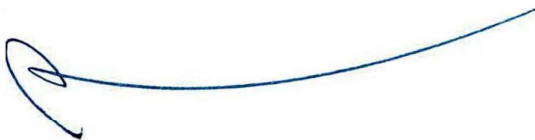


SCOTT A. MERTENS

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

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: September 4, 2026

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: September 4, 2026

State of Montana

By: /s/ Anna K. Schneider

Anna K. Schneider

Special Assistant Attorney General, Senior Counsel

Office of Consumer Protection

Montana Department of Justice

P.O. Box 201401

Helena, MT 59620-1401

(406) 444-2026

anna.schneider@mt.gov

Counsel for the State of Montana

Dated September 4, 2026

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

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

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

JENNIFER DAVENPORT

Attorney General of New Jersey

/s/ Yale A. Leber

Yale A. Leber

Deputy Attorney General

New Jersey Attorney General's Office

124 Halsey Street, PO Box 45029

Newark, NJ 07101

Telephone: (862) 381-4159

E-Mail: yale.leber@law.njoag.gov

Counsel for the State of New Jersey

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 8, 2026

New York's signature of the Ascend 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

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

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 Ascend based on the covered Conduct, as defined in the Agreement.

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

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

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

/s/ Alison M. Nelson

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:

DAVE YOST
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: September 4, 2026

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

FOR PLAINTIFF STATE OF OREGON

DAN RAYFIELD
ATTORNEY GENERAL FOR THE
STATE OF OREGON

s/ *ina o*

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 re on

Dated 09/1/2026

/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: August 21, 2026

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 27, 2026

STATE OF RHODE ISLAND
PETER F. NERONHA
ATTORNEY GENERAL

/s/ Alex Carnevale

Alex Carnevale

(RI # 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

FOR PLAINTIFF THE STATE OF SOUTH CAROLINA

Alan Wilson
Attorney General of South Carolina

/s/Mary Frances G. Jowers
Mary Frances G. Jowers
Assistant Deputy Attorney General
South Carolina Office of the Attorney General
PO Box 11549
Columbia, SC 29211
803-734-3996
mfjowers@scag.gov

Counsel for the State of South Carolina

MARTY J. JACKLEY

Attorney General

State of South Dakota

/s/ Amanda Miiller

By: Amanda Miiller

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: _____

Attorneys for State of South Dakota

Dated: August 18, 2026

FOR PLAINTIFF STATE OF TENNESSEE:

**JONATHAN SKRMETTI
ATTORNEY GENERAL**

A handwritten signature in blue ink, appearing to read "Daniel Lynch", is positioned above a horizontal line.

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

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: September 8, 2026

Executed September 3, 2026

Respectfully submitted,

FOR PLAINTIFF STATE OF UTAH
DEREK E. BROWN
UTAH ATTORNEY GENERAL



Marie W.L. Martin
Division Director,
Antitrust & Data Privacy Division
Office of the Attorney General of Utah
160 East 300 South, 5th Floor
P.O. Box 140830
Salt Lake City, UT 84114-0830
Tel: 801-366-0375
Fax: 801-366-0378
mwmartin@agutah.gov

Attorneys for the State of Utah

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 18, 2026

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: September 2, 2026

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: 09/11/2026

/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 24, 2026

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: September 4, 2026

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

APPENDIX A

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)

Florida

- Attorney General for the State of Florida
- Florida Agency for Health Care Administration (Medicaid)
- Department of Management Services
- Department of Children and Families
- Department of Corrections
- Department of Health
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Georgia	• Attorney General for the State of Georgia • Georgia Department of Community Health (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

Montana

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

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 York

- 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
- 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)

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 instrumentalities¹

¹ “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

Rhode Island

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

South Carolina

- Attorney General for the State of South Carolina
- South Carolina Healthy Connections (Medicaid)

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.

Utah

- Attorney General for the State of Utah
- Utah Department of Health & Human Services (Medicaid)
- Division of Consumer Protection

Vermont

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

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.”

- 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)
- 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

Exhibit 2

Case Nos.

3:16-cv-02056-MPS

3:19-cv-00710-MPS

3:20-cv-00802-MPS

Citron Settlement Agreement

**SETTLEMENT AGREEMENT BETWEEN THE IDENTIFIED STATES
AND DEFENDANT CITRON PHARMA, LLC**

This Settlement Agreement (“Agreement”) is made and entered into this eleventh day of September, 2026 (“Execution Date”), by and among Defendant Citron Pharma, LLC, which amended its name to Cedar Pharma, LLC as of December 20, 2016 (“Defendant”), on the one hand, and the Attorneys General (as defined below), on the other hand (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 states and territories against Defendant, styled as *Connecticut v. Aurobindo Pharma USA, Inc.*, No. 3:16-cv-02056 (D. Conn.) in the United States District Court for the District of Connecticut, previously consolidated for pretrial purposes into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-md-02724 (E.D. Pa.) (the “MDL”) and since remanded back to the U.S. District Court for the District of Connecticut.

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

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

WHEREAS, the Defendant denies the allegations that it violated various antitrust and consumer protection laws by price-fixing, bid rigging, and allocating markets for specified drugs or otherwise;

WHEREAS, the Defendant has ceased business operations;

WHEREAS, arm’s-length settlement negotiations have taken place between counsel for 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 individual States, State Entities, and Eligible Consumers, as hereafter defined;

WHEREAS, the Attorneys General for two states, Idaho and Washington, have also asserted exclusive claims for Eligible Corporate Entities, as hereafter defined;¹

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, 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, the claims against Defendant asserted by the following States will be dismissed: Connecticut, Alaska, Arizona, California, Colorado, District of Columbia, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

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:

¹ The Parties acknowledge that while Illinois has asserted claims for corporate entities, those claims are only being released by a covenant not to sue and not a release that could be construed to preclude private plaintiffs from pursuing these claims.

I. DEFINITIONS

As used in this Agreement:

A. “Action” means the following cases: *State of Connecticut v. Aurobindo Pharma USA, Inc.*, No. 2:17-cv-3768 (E.D. Pa.); *State of Connecticut v. Aurobindo Pharma USA, Inc.*, No. 3:16-cv-2056 (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.

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 state, commonwealth, district, and territory that have pending claims in the Action and those that are otherwise signatories to this Agreement.

C. “Conduct” means any alleged act or omission of the Defendant or of persons or entities alleged to be co-conspirators of the Defendant, concerning price fixing, market allocation, bid-rigging, 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 the 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.) for which claims are or could have been asserted based on any facts alleged or that could have been alleged in the Action, 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 the 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.).

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

E. “Drugs at Issue” means the following drugs: (1) Fosinopril-Hydrochlorothiazide (Fosi-HCTZ), (2) Glyburide, and (3) Glyburide Metformin.

F. “Effective Date” shall be the date on which the final signatory of this Agreement executes this Agreement. The Attorneys General will have forty-five (45) 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 forty-five (45) calendar days of the date of Defendant’s signature, Defendant shall have the unilateral right to terminate this Agreement upon written notice.

G. “Eligible Consumers” means natural persons who purchased, directly or indirectly, any of the drugs specified in the Action, 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 an Attorney General can seek in this Action restitution or disgorgement in a sovereign, quasi-sovereign, law enforcement 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 require a natural person to release their claims, nor should this Agreement be read to release the claims of a natural person, as a condition to be an Eligible Consumer.

H. “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.

I. “Enforcement Period” means the period starting on the Effective Date and ending December 31, 2033.

J. “Execution Date” shall be the last date on which the last signatory to this Agreement affixes their signature thereon.

K. “Final Approval Order” means the order to be entered by the United States District Court for the District of Connecticut (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) determines that this Agreement has been entered in good faith; (2) approves this Agreement finally as fair, reasonable, and adequate, and directs its consummation pursuant to its terms, as to the State Releasors; (3) dismisses all claims by and on behalf of the State Releasors with prejudice as to the Defendant only; (4) 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; (5) retains exclusive jurisdiction over this Agreement and the provisions of the Final Approval Order and consummation of this Agreement; and (6) determines pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that there is no just reason for delay and directing that the Final Approval Order as to the Released Parties shall be final and immediately appealable.

L. “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 of Compliance 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 the Order of Compliance in the Action or to toll the time for appeal of the Final Approval Order or the Order of Compliance in the Action, or, if appealed, approval of this Agreement and the Order of Compliance 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.

M. “Generic Pharmaceutical Products” shall mean 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 State Attorneys General or filed in any related federal or state court proceeding, including any action consolidated for pretrial purposes in the MDL.

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

O. “Other Defendant(s)” means any party or individual named as a defendant in any of the Complaints at any time up to and including the date of the court’s Final Approval Order.

P. “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.

. “Released Party(ies)” means Defendant, Defendant’s direct and indirect, past and present parents, joint ventures, subsidiaries, divisions, groups, general or limited partners, and “Affiliates”, defined as a person or entity that directly or indirectly currently controls, is controlled by, or is under common control with Defendant; Defendant’s predecessors, successors, heirs, executors, administrators, and assigns; and any and all current and former officers, directors, employees, stockholders, principals, managers, partners, members, agents, equity holders, representatives, trustees, insurers, and owners thereof, individually and collectively.

R. “Released Claims” means any and all manner of claims, counter-claims, demands, actions, rights, liability, costs, debts, expenses, attorneys’ fees, judgments, and civil and administrative causes of action of any type, including both monetary and injunctive, 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, including the Drugs at Issue or any other generic drug at issue in the MDL. “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 the State’s Medicaid program, including under the False Claims Act (codified at 31 U.S.C. 3729-3733) 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.² Claims that were or could have been brought against the Defendant in the Action pursuant to the federal False Claims Act (codified at 31 U.S.C. 3729-3733) 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 does not include any claim held by an Eligible Consumer, either brought or not brought, by the Eligible

² This includes claims assigned to the State of Florida, *see, e.g., State of Connecticut v. Sandoz, Inc.*, Amended Complaint, No. 2:20-cv-03539, ECF No. 62, 1860 (certain claims of Minnesota Multistate Contracting Alliance for Pharmacy (“MMCAP”) and/or Cardinal Health, Inc. have been assigned to the State of Florida), claims assigned to the State of California, *see id.* 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.*, Amended Complaint, No. 2:19-cv-02407, ECF No. 106, 1586 (certain claims of MMCAP and/or Cardinal Health, Inc. have been assigned to the State of New York).

Consumer in their individual capacity, or by a representative putative or certified class on behalf of Eligible Consumers under any state's law.

S. "Representative States" means the States of Kansas and Connecticut, that are expressly authorized by the States to take all appropriate actions required or permitted to be taken pursuant to this Agreement to effectuate its terms in consultation with the States.

T. "States," or each "State," means all states, commonwealths, districts, and territories that assert claims in the Action, including Connecticut, Alaska, Arizona, California, Colorado, District of Columbia, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming in their sovereign, quasi-sovereign, law enforcement, proprietary, or any other capacities.

U. "State Entity" means any agency, bureau, board, commission, committee, department, division, or other organizational unit of any state government, except for those of any Local Entities.

V. "State Releasers" means (a) the Attorneys General, States, and State Entities listed on Appendix A (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; and (c) Eligible Corporate Entities in Idaho³ that do not submit a timely and valid request for exclusion from the settlement under this Agreement.⁴

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.

⁴ Aside from Idaho, Illinois, and Washington, which assert exclusive claims on behalf of Eligible Corporate Entities in the Action, other States assert non-exclusive claims to recover damages or restitution for corporate entities. As

II. INCORPORATION

The preamble, recitals, and all defined terms set forth above are true and accurate to the best of the Parties' knowledge information, and belief and are incorporated into and made an integral part of this Agreement by reference and shall have the same legal force and effect as any other provision of this Agreement.

III. 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 Releasers or on behalf of Eligible Consumers.

IV. DISMISSALS

Upon entry of the Final Approval Order by the District Court, the Complaint in the Action shall be deemed dismissed with prejudice against the Released Parties, 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, although the Court will retain jurisdiction for purposes of resolving any disputes regarding this Agreement and enforcement of the Final Approval Order.

further described in Section V, *infra*, for those States asserting non-exclusive claims, 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.

V. RELEASE AND EXCLUSIONS

A. Release: In consideration of Defendant's obligations under this Agreement, and as permitted by law, the State Releasors hereby release, acquit, and forever discharge all of the Released Parties from all of the Released Claims.⁵

B. Exclusions: Notwithstanding any term or definition in this Agreement, the following claims and rights of the States are specifically reserved and are not released:

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;

⁵ For clarity, the exclusive claims asserted by Idaho and Washington on behalf of Eligible Corporate Entities are within the definition of Released Claims. For Illinois, which asserted exclusive 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 Defendant, 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. The Attorneys General also covenant not to sue the Defendant in any capacity to recover disgorgement against the Defendant that would involve overcharges to corporate entities in their states. 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 though all other defenses and rights remain available to Defendant. And to the extent 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.

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 Action or the MDL; and
11. Any liability based on obligations created by this Agreement.

C. 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 against 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 Attorneys General against any other party, person, or entity that is not included within the definition of Released Parties.

D. 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 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 with respect to price-fixing, market allocation, or bid-rigging within the time periods mentioned in the Complaints concerning the Released and Resolved 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 and Resolved 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 and Resolved Claims and shall not convert what is a limited release into a general release.

E. 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 other person or party, including without limitation all claims asserted in any private suit or class action now pending

against the Defendant, including the Eligible Consumers' claims, which have been expressly reserved and not released.

VI. 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 forty-five (45) calendar days, or until September 6, 2026, whichever comes first, 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 by the earlier of September 6, 2026 or within forty-five (45) 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 VI.D.

C. 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 XI below.

D. 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: their proposed notice to inform 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 States will provide a copy of such motion (including all exhibits and attachments to such motion) to Defendant in advance of filing.

E. 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 States 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 States shall provide to Defendant a copy of such motion (including all exhibits and attachments therein).

VII. 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 thirty (30) days from the date that the 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 XI below.

B. In the event that this Agreement is terminated under any provision herein, then this Agreement shall be of no force or effect except as expressly stated elsewhere in this Agreement. 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 stipulate and covenant that neither the Defendant nor the States shall seek to 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.

VIII. NO ADMISSION OF LIABILITY

Neither this Agreement nor the fact of the Parties' settlement 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 States or any other party in the Action. Further, neither of this Agreement nor the fact of the Parties' settlement may be construed as any concession by any Party as to any legal principle or contention or the validity of any claim made by the States in the Action or any defense asserted by the Defendant in the Action. 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.

IX. TERMS OF DEFENDANT'S COMPLIANCE

A. The following sub-paragraphs A.1 through A.3 apply regardless of whether Defendant participates in the Generic Pharmaceutical Product manufacturing, sales, and/or marketing industries:

1. Legal Compliance: Defendant covenants that it, along with its currently employed directors, officers, and employees as of the Execution Date 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 Products; (b) submit courtesy, cover, or otherwise non-competitive, bids or proposals for the supply, distribution or sale of Generic Pharmaceutical Products; (c) refrain from bidding on, or submitting proposals for, the supply, distribution, or sale of Generic Pharmaceutical Products; or (d) allocate customers for the sale of Generic Pharmaceutical Products for the Enforcement Period. These covenants are a material term of this Agreement.

2. 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 this 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 based on a violation of these covenants.

3. Defendant's compliance with this Section IX shall be at its sole expense.

4. In the interest of clarity, the foregoing obligations apply only when a current or former employee is acting on behalf of the Defendant and within the scope of the Defendant's business and the current or former employee's duties.

B. The following sub-paragraphs B.1 through B.5 are contingent upon Defendant's participation in the Generic Pharmaceutical Product manufacturing, sales, and/or marketing industry:

1. Business Reforms: Defendant represents to the States that, if it resumes operations, it will implement, and shall continue to maintain during the Enforcement Period, a written "Antitrust Compliance Policy," on which all of Defendant's current employees responsible for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products, including those in a management or employee capacity, will be trained. Each of Defendant's employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products 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 employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products at least once per year. Such antitrust training 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. 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.

2. Chief Compliance Officer: During the Enforcement Period, Defendant shall appoint and maintain a Chief Compliance Officer, which may be Defendant's General Counsel, who, during the Enforcement Period, will serve to enforce Defendant's Antitrust Compliance Policy, monitor Defendant's employees to ensure that there are no further 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 advise and report to Chief Executive Officer and to each of its Senior Vice-Presidents, and shall be responsible for ensuring Defendant's performance of the following:

- i. Furnishing a copy of this Agreement, within thirty (30) days after the entry of the Final Approval Order, 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;
 - ii. Furnishing a copy of this Agreement in a timely manner to each officer, director, or employee who succeeds to any position identified above;
- and

iii. Maintaining its Antitrust Compliance Policy and conducting comprehensive and effective antitrust training for Defendant's employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products on an annual basis.

3. Potential Violations: Upon discovery or receipt by Defendant's General Counsel or Chief Compliance Officer of a credible notification of an actual or potential violation of the covenants in this Section, 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); and (2) within thirty (30) business days of such discovery or receipt of credible information suggesting an actual or potential 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).

4. Reporting: Defendant will provide an annual report to the Representative States as to its compliance program. That report shall:

i. Specify any changes to Defendant's Antitrust Compliance Policy since the last report, 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, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical

Products have attended Defendant's compliance training within the past twelve (12) months.

- ii. Confirm that Defendant is in substantial compliance with Defendant's Antitrust Compliance Policy and the requirements of this Section, and
- iii. 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.

5. Confidentiality: All reports that Defendant provides to the States under this Section shall be kept confidential and shall not be disclosed to anyone other than the States or used for any purpose other than to enforce this Agreement or for the filing of a new action based on violation of the covenants in this Section, except as required by state law. To the extent state law requires otherwise, the States shall notify Defendant of any request for those reports, shall make best efforts to object to production of those reports, and shall provide Defendant a reasonable opportunity to intervene to prevent disclosure.⁶

X. DISCOVERY, AUTHENTICATION AND COOPERATION

A. Defendant agrees to provide reasonable cooperation to the States in connection with the prosecution of the Action against Other Defendants as set forth herein. Subject to these

⁶ The States agree to seek a protective order in any court to which any State Action has been or may be remanded, providing for "Highly Confidential" treatment of such information, at least equivalent to the protection provided under the protective order in the MDL.

limitations, Defendant shall provide reasonable cooperation to the States, and their respective counsel, as a condition of this Agreement, which includes the following:

1. Reasonable efforts to assist the States to understand data produced by Defendant, including consulting with technical personnel to address questions posed by the States' 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.
2. Reasonable efforts to authenticate and lay the foundation necessary for admission in evidence of documents or data identified by the States 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.
3. Identification of persons who are or were working for Defendant who are likely to have relevant information about the alleged conduct in the Action, to the extent not already provided through the discovery process or otherwise, including whether such persons remain under Defendant's control.
4. 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.
5. Identification of employees of Defendant who are likely to have relevant information concerning Defendant's pricing information contained in Other Defendants' documents, to the extent not already provided, and the accuracy of this information, for Generic Pharmaceutical Products.

6. Identification of price increases implemented by Defendant during the relevant time period for each Generic Pharmaceutical Product named in the Complaints as to which the States allege Defendant entered into a product-specific conspiracy, including identification of supportive documents and data by Bates number.

7. Defendant will, in good faith, consider reasonable requests from the Attorneys General for additional assistance that does not impose an undue burden on Defendant.

B. Defendant shall not be required to produce any documents or otherwise disclose information which is prohibited by any relevant law (including foreign laws), government entities, or court order or protected by the work product doctrine, attorney-client privilege, common-interest privilege, joint-defense privilege, or any other applicable doctrine or privilege.

C. 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 States 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 depositions of current and former employees of the States and of any other individuals represented by the States taken 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 related action.

D. 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.

XI. 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:

Steven E. Bizar, Esquire
Dechert LLP
The Cira Centre
2929 Arch Street
Philadelphia, PA 19104
(215) 994-4000
Steven.bizar@dechert.com

2. For the States:

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.

XII. 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 this 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 settlement 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.

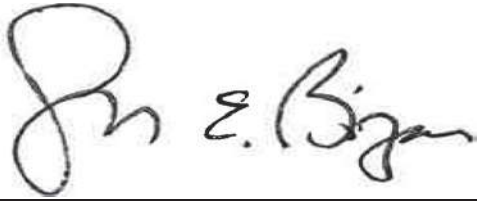
G. Headings: The headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

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 court's finding that it was entered into in good faith.

I. Choice of Venue: Defendant irrevocably consents to the venue of the District Court in any action or proceeding to enforce the obligations contained in this Agreement. The District Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this 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:

A handwritten signature in black ink, reading "Steven E. Bizar". The signature is fluid and cursive, with the first name "Steven" being more prominent than the last name "Bizar".

Steven E. Bizar, Esquire
Dechert LLP
The Cira Centre
2929 Arch Street
Philadelphia, PA 19104
(215) 994-4000
Steven.bizar@dechert.com
Counsel for Defendant Citron Pharma LLC

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

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

P

/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

Tel: (415) 510-3541

Emilio.Varanini@doj.ca.gov

Counsel for the State of California

Dated: August 31, 2026

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

Date 0 / 1 / 0 6

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 18, 2026

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

STATE OF DELAWARE
ATHLETIC JEOPARDY
ATTORNEY GENERAL

s/ Michael A. Undorf
Michael A. Undorf
Deputy Attorney General
Delaware Department of Justice
820 N. French St., 5th Floor
Dover, Delaware 19801
(302) 83-8881
michael.undorf@delaware.gov

Counsel for the State of Delaware

Dated: September 4, 2022

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STATE OF GEORGIA

/s/ Logan Winkles

Christopher Carr, Attorney General
Logan Winkles, Deputy Attorney General
Ron Stay, Sr. Asst. Attorney General
Charles Thimmesch, Sr. Asst. Attorney General
Office of the Georgia Attorney General
40 Capitol Sq. SW
Atlanta, GA 30334
(404) 458-3626
cthimmesch@law.ga.gov

Attorneys for the State of Georgia

**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: September 4, 2026

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: July 27, 2026

P

M

/s/ Brian M. Yost

Brian M. Yost

Supervising Attorney

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: July 30, 2026

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: September 3, 2026

/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

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

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 27, 2026

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: 9.4.26

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

FOR PLAINTIFF PEOPLE OF THE STATE OF MICHIGAN:

DANA NESSEL

Attorney General of Michigan

A handwritten signature in blue ink, appearing to read "Scott A. Mertens", written over a horizontal line.

SCOTT A. MERTENS

Section Head

Corporate Oversight Division

MertensS@michigan.gov

A handwritten signature in blue ink, appearing to read "Jonathan S. Comish", written over a horizontal line.

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

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: September 4, 2026

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: September 2, 2026

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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

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

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

Citron 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

ENNIFER DAVENPORT

Attorney General of New Jersey

/s/ Yale A. Leber

Yale A. Leber

Deputy Attorney General

New Jersey Attorney General's Office

124 Halsey Street, PO Box 45029

Newark, NJ 07101

Telephone: (862) 381-4159

E-Mail: yale.leber@law.njoag.gov

Counsel for the State of New Jersey

FOR PLAINTIFF STATE OF NEW MEXICO
RA L 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 4, 2026

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

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 4, 2026

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

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 08/17/2026

/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: August 21, 2026

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 d

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

FOR PLAINTIFF THE STATE OF SOUTH CAROLINA

Alan Wilson
Attorney General of South Carolina

/s/Mary Frances G. Jowers
Mary Frances G. Jowers
Assistant Deputy Attorney General
South Carolina Office of the Attorney General
PO Box 11549
Columbia, SC 29211
803-734-3996
mfjowers@scag.gov

Counsel for the State of South Carolina

FOR PLAINTIFF STATE OF TENNESSEE

**ONATHAN 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

Executed September 3, 2026

Respectfully submitted,

FOR PLAINTIFF STATE OF UTAH
DEREK E. BROWN
UTAH ATTORNEY GENERAL



Marie W.L. Martin
Division Director,
Antitrust & Data Privacy Division
Office of the Attorney General of Utah
160 East 300 South, 5th Floor
P.O. Box 140830
Salt Lake City, UT 84114-0830
Tel: 801-366-0375
Fax: 801-366-0378
mwmartin_agutah.gov

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: September 2, 2026

/s/ Sarah L. J. Aceves

Counsel for the State of Vermont

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

**PLAINTIFF STATE OF WISCONSIN
OSHUA 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: September 4, 2026

/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

APPENDIX A

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)

Florida

- Attorney General for the State of Florida
- Florida Agency for Health Care Administration (Medicaid)
- Department of Management Services
- Department of Children and Families
- Department of Corrections
- Department of Health
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Georgia	• Attorney General for the State of Georgia • Georgia Department of Community Health (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

Montana

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

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 York

- 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
- 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)

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 instrumentalities¹

¹ “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

Rhode Island

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

South Carolina

- Attorney General for the State of South Carolina
- South Carolina Healthy Connections (Medicaid)

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.

Utah

- Attorney General for the State of Utah
- Utah Department of Health & Human Services (Medicaid)
- Division of Consumer Protection

Vermont

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

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.”

- 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)
- 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

Exhibit 3

Case Nos.

3:16-cv-02056-MPS

3:19-cv-00710-MPS

3:20-cv-00802-MPS

Mayne Settlement Agreement

**SETTLEMENT AGREEMENT BETWEEN THE IDENTIFIED STATES
AND DEFENDANT MAYNE PHARMA INC**

This Settlement Agreement (“Agreement”) is made and entered into this 10th day of September 2026 by Defendant Mayne Pharma Inc. (“Defendant”), on the one hand, and the Attorneys General (as defined below), on the other hand (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 states and territories against Defendant, styled as *Connecticut et al. v. Aurobindo Pharma USA, Inc. et al.*, Case No. 3:16-cv-02056 (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*, MDL No. 2724 (E.D. Pa.) (the “MDL”) and has since been remanded back to the U.S. District Court for the District of Connecticut.

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

WHEREAS, the States 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 individual States, State Entities, and Eligible Consumers, as hereafter defined;

WHEREAS, the Attorneys General for two states, Idaho and Washington, have also asserted exclusive claims for Eligible Corporate Entities, as hereafter defined;¹

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, 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, the claims against Defendant asserted by the following States will be dismissed: Connecticut, Alaska, Arizona, California, Colorado, District of Columbia, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, 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 Carolina, South Dakota, Tennessee, U.S. Virgin Islands, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

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:

¹ The Parties acknowledge that while Illinois has asserted claims for corporate entities, those claims are only being released by a covenant not to sue and not a release that could be construed to preclude private plaintiffs from pursuing these claims.

I DEFINITIONS

As used in this Agreement:

A. “Action” means the following cases: State of Connecticut et al. v. Aurobindo Pharma USA, Inc. et al., No. 2:17-cv-3768 (E.D. Pa.); State of Connecticut et al. v. Aurobindo Pharma USA, Inc. et al., No. 3:16-cv-2056 (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 A.

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 state, commonwealth, district, and territory that have pending claims in the Action and those that are otherwise signatories to this Agreement.

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

D. “Conduct” means any act or omission 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, 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 n re generic Pharmaceuticals Pricing Antitrust litigation, 16-md-2724 (E.D. Pa.) for which claims are or could have been asserted based on any facts alleged or that could have been alleged in the Action, 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 n re generic Pharmaceuticals Pricing Antitrust litigation, 16-md-2724 (E.D. Pa.).

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 (hereinafter, the “Escrow Agent”), or a successor 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., 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 to defray 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) for 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 consumers, state Medicaid agencies, and other state agencies, who purchased generic drugs at issue in the

Action 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 following drugs: Doxycycline Hyclate Delayed Release (Doxy DR).

I. “Effective Date” shall be the date on which the final signatory of this Agreement executes this Agreement. 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.

J. “Eligible Consumers” means natural persons who purchased, directly or indirectly, any of the drugs specified in the Action, 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 an Attorney General can seek in this Action, restitution, or disgorgement in a sovereign, quasi-sovereign, law enforcement 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 require a natural person to release their claims, nor should this agreement be read to release the claims of a natural person, as a condition to be 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 Attorney General’s *arens aetriae* authority or otherwise.

L. “Enforcement Period” means a two-year period from the Effective Date.

M. “Execution Date” shall be the last date on which the last signatory to this Agreement affixes their signature thereon.

N. “Final Approval Order” means the order to be entered by the United States District Court for the District of Connecticut (the “District Court”) that grants final approval of this Settlement 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 Settlement Agreement has been entered in good faith; (3) approves the Settlement 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; (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 directing 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” shall mean 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 State Attorneys General or filed in any related federal or state court proceeding, including any action consolidated for pretrial purposes in the MDL.

. “Global Settlement Amount” means the Total Settlement Amount, excluding the amount designated for Eligible Corporate Entities.

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

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

T. “Notice Plan” means the plan specifying the manner and content of notifying Eligible Consumers of this Settlement Agreement and informing Eligible Consumers and Eligible Corporate Entities of their rights to comment on or to exclude themselves from the Action and this Settlement 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 this Settlement Agreement.

U. “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 Court’s Final Approval Order.

V. “Preliminary Approval Order” means an order to be entered by the District Court that preliminarily approves this Settlement Agreement. The Parties intend that the Preliminary Approval Order will include the following provisions: (1) preliminary approval of this Settlement 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.

W. “Released Claims” means any and all manner of claims, counter-claims, demands, actions, rights, liability, costs, debts, expenses, attorneys’ fees, judgments, and civil and administrative causes of action of any type, including both monetary and injunctive, 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. “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 the State’s Medicaid program, including under the False Claims Act (codified at 31 U.S.C. 3729-3733) 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.² Claims that were or could have been brought against the Defendant in the Action pursuant to the federal False Claims Act (codified at 31 U.S.C. 3729-3733) 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 does not include any claim held 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.

X. “Released Party(ies)” means Defendant, Defendant’s direct and indirect, past and present parents, joint ventures, subsidiaries, divisions, groups, general or limited partners, and “Affiliates,” defined as a person or entity that directly or indirectly currently controls, is controlled by, or is under common control with Defendant; Defendant’s predecessors, successors, heirs, executors, administrators, and assigns; and any and all current and former officers, directors, employees, stockholders, principals, managers, partners, members, agents, equity holders, representatives, trustees, insurers, and owners thereof, individually and collectively.

Y. “Representative States” means the States of New York and Connecticut 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.

Z. “Restitution Account” means an account established at Huntington Bank pursuant to an Escrow Agreement, which account has been designated by Escrow Liaison Counsel to hold funds received pursuant to Section IV of this Agreement, plus accruing interest, which Huntington

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² This includes claims assigned to the State of Florida, *see, e. ., State of Connecticut, et al. . Sando nc. et al.*, Amended Complaint, No. 2:20-cv-03539, ECF No. 62, 1860 (certain claims of Minnesota Multistate Contracting Alliance for Pharmacy (“MMCAP”) and/or Cardinal Health, Inc. have been assigned to the State of Florida), claims assigned to the State of California, *see id.* 2117 (certain “vendors and intermediaries” assigned claims to the State of California), and claims assigned to the State of New York, *see, e. ., State of Connecticut, et al. . Te a Pharmaceuticals SA, nc.*, Amended Complaint, No. 2:19-cv-02407, ECF No. 106, 1586 (certain claims of MMCAP and/or Cardinal Health, Inc. have been assigned to the State of New York).

Bank as Escrow Agent will hold in escrow for later distribution to victims of the anticompetitive acts alleged by the States, including without limitation: (i) Eligible Consumers; (ii) Eligible Corporate Entities; and (iii) State Entities whose claims are being released by the States. These amounts for the States' equitable sovereign quasi-sovereign and law enforcement disgorgement and restitution claims are intended to compensate these Eligible Consumers and entities for monies taken from them as victims of the Conduct. If funds from the Restitution Account are re-distributed by recipient State Entity Releasers 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.

AA. "Settlement Administration Costs" means costs to be paid for all actual, customary, and reasonable costs and fees incurred in the administration of this Settlement 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 States.

BB. "States," or each "State," means all states, commonwealths, districts, and territories that assert claims in the Action, including Alaska, Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, 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 Carolina, South Dakota, Tennessee, U.S. Virgin Islands, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming in their sovereign, quasi-sovereign, law enforcement, proprietary, or any other capacities.

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

DD. “State Releasors” means (a) the Attorneys General, States, and State Entities listed on Appendix A (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; and (c) Eligible Corporate Entities in Idaho³ that do not submit a timely and valid request for exclusion from the settlement under this Agreement.⁴

EE. “Total Settlement Amount” is the aggregate sum of six hundred thirty-seven thousand, two hundred fifty-five dollars (637,255 USD), plus twelve thousand, seven hundred forty-five dollars (12,745 USD) for Eligible Corporate Entities, for a total of six hundred fifty thousand dollars (650,000 USD).

1. 70 of the Global Settlement Amount four hundred forty-six thousand seventy-eight dollars and fifty cents, 446,078.50 USD and the monies for Eligible Corporate Entities twelve thousand, seven hundred forty-five dollars, 12,745

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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.

⁴ Aside from Idaho, Illinois, and Washington, which assert exclusive claims on behalf of Eligible Corporate Entities in the Action, 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, 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.

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 Global 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 sentence 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 70 of the Global Settlement Amount four hundred forty-six thousand seventy-eight dollars and fifty cents, 446,078.50 USD and the monies for Eligible Corporate Entities twelve thousand, seven hundred forty-five dollars, 12,745 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. The Global Settlement Amount 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 Court. For clarity, the Global Settlement Amount explicitly excludes the twelve thousand, seven hundred forty-five dollars (12,745 USD) referenced above as being designated for Eligible Corporate Entities, which 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. The Attorneys General will hold the remaining 30 of the Global Settlement Amount equaling one hundred ninety-one thousand, one hundred seventy-six dollars and fifty cents (191,176.50 USD) in the Costs Account and for use as specified in Paragraph I.E.

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 reinstate the Released Claims in bankruptcy if Defendant does not pay the Total Settlement Amount as required under this Settlement Agreement and Defendant files for bankruptcy.

III DISMISSALS

Upon entry of the Final Approval Order by the District Court, the Complaints in the Actions shall be deemed dismissed with prejudice against Defendant, 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, although the 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 States the Total Settlement Amount and no other monetary consideration. The payment shall be made in accordance with the following terms: Defendant will pay or cause to be paid the Total Settlement Amount pursuant to the written payment instructions provided by the Attorneys General within the later of: (1) sixty (60) calendar days after the date the Preliminary Approval Order is entered on the docket in the Action or (2) thirty (30) calendar days after receiving written payment instructions from the Attorneys General. The Attorneys General's written payment instructions shall direct 70 of the Global Settlement Amount four hundred forty-six thousand seventy-eight dollar and fifty cents, 446,078.50 USD and the Eligible Corporate Entity amount twelve thousand, seven hundred forty-five dollars, 12,745 USD to be paid directly into the Restitution Account and 30 of the Global Settlement Amount one hundred ninety-one thousand, one hundred seventy-six dollars and fifty cents, 191,176.50 USD to be paid into the Costs Account.

B. Deposit Account: The Payment shall be deposited into the Escrow Account. For the avoidance of doubt, 70 of the Global Settlement Amount four hundred forty-six thousand seventy-eight dollar and fifty cents, 446,078.50 USD and 100 of the twelve thousand, seven hundred forty-five dollars (12,745 USD) Click or tap here to enter text.for Eligible Corporate Entities shall be deposited into the Restitution Account (with the States having the discretion to split those monies into accounts for Eligible Consumers, Eligible Corporate Entities, Medicaid state agencies, and non-Medicaid State Entities) and the remainder shall be deposited into the Costs Account.

C. 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.

D. Use of Settlement Payment: The Attorneys General will distribute the funds in the Restitution Account pursuant to the States' 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. Promptly after the Final Approval Order is entered, the funds in the Costs Account may be distributed to the States to pay Settlement Administration Costs, the past and future costs of litigating the States' 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 States 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., revolving account, trust account) for use in accordance with the laws governing the account; (2) deposit into a fund exclusively dedicated to assisting any state to defray 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) for any other use permitted by state law at the sole discretion of that State's Attorney General.

E. Defendant shall have no obligation to make any other payment of any kind in connection with this Agreement. 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, or injunctive 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 Plans approved by the 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) and (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 a Settlement Fund 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 therefore, 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, or the administration of the Settlement Fund, including the costs and expenses of such investment, distribution and administration.

VI PAYMENT OF EXPENSES

A. Defendant agrees to permit use of a maximum of twenty thousand dollars (20,000 USD) of the funds deposited in the Restitution Account toward: (1) the cost of providing notice to Eligible Consumers, and (2) the costs of administration of the Settlement Fund prior to Final Court Approval after the Total Settlement Amount is paid into the Escrow Account (except as described in Paragraph IV.D above (collectively, “Notice Period Costs”)). To the extent Notice Period Costs have been actually incurred or paid, they are not recoupable by Defendant if this Settlement does not become final or is terminated pursuant to Section IX, below. The Escrow Agent shall return all remaining portions of the Settlement Fund (net of costs incurred and expended in accordance with Paragraph IV.D) and all interest or earnings accrued from deposit or investment of those funds to Defendant should this Agreement be terminated in accordance with Section IX, *infra*.

B. 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 the court or Special Master, appeals, trials, or the negotiation of other settlements up until and through the Effective Date, and the Defendant 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 Section 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.⁵

B. Exclusions: Notwithstanding any term or definition in this Agreement, the following claims and rights of the States are specifically reserved and are not released:

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;

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⁵ For clarity, the exclusive claims asserted by Idaho and Washington on behalf of Eligible Corporate Entities are within the definition of Released Claims. For Illinois, which asserted exclusive 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. The Attorneys General also covenant not to sue the Defendant in any capacity to recover disgorgement against the Defendant that would involve overcharges to corporate entities in their states. 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 though all other defenses and rights remain available to Defendant. And to the extent 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.

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.

C. 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 Attorneys General against any other party, person, or entity that is not included within the definition of Released Parties.

D. 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 with respect to price-fixing, market allocation, or bid-rigging within the time periods mentioned in the Complaints concerning the Released and Resolved 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 and Resolved 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 and Resolved Claims and shall not convert what is a limited release into a general release.

E. 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 other person or party, including without limitation all claims asserted in any private suit or class action now pending

against the Defendant, including the Eligible Consumers' claims, which have been expressly reserved and not released.

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 A pertaining to their representation of State Entities.

D. 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.

E. 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 States will provide a copy of such motion (including all exhibits and attachments to such motion) to Defendant in advance of filing.

F. 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 States 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 States shall provide to Defendant a copy of such motion (including all exhibits and attachments therein).

I 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 the Agreement. After the passage of sixty (60) days from the date that the 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) the 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 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 States 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.

E EXCLUSIONS

A. No Exclusion for Certain State Releasers: The Attorneys General, States, State Entities identified on Appendix A, 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 Settlement by submitting a valid and timely request for exclusion in accordance with the Notice plan approved by the 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 Settlement, 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 settlement, including this section, shall be construed to release an Eligible Consumer's ability to seek recovery from other settlements or actions brought by themselves or on their behalf by class representatives.

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.

I 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 States or any other party in the Action. Further, none of this Agreement, the fact of the Parties' settlement, nor 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.

II 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 Products; (b) submit courtesy, cover, or otherwise non-competitive, bids or proposals for the supply, distribution or sale of Generic Pharmaceutical Products; (c) refrain from bidding on, or submitting proposals for, the supply, distribution, or sale of Generic Pharmaceutical Products; and/or (d) allocate customers for the sale of Generic Pharmaceutical Products for the Enforcement Period. These covenants are a material term of this Agreement.

B. Business Reforms: Defendant represents to the States that it has implemented, and shall continue to maintain during the Enforcement Period, a written “Antitrust Compliance Policy,” on which all of Defendant’s current employees responsible for the pricing, sale, bidding or marketing of Generic Pharmaceutical Products, including those in a management or employee capacity, are and will be trained. Each of Defendant’s employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products 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 employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products at least once per year. Such antitrust training 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. 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/or the Chief Compliance Officer (or the equivalent). Defendant’s training sessions and the Antitrust Compliance Policy shall also make clear the consequences of antitrust violations.

C. Defendant may make reasonable, non-material changes to its Antitrust Compliance Policy. Prior to making material changes, Defendant shall notify by email the Attorney General representatives identified in Paragraph I.Y. (Representative States) of the specific proposed material changes. Defendant shall notify the Representative States within one (1) year following final court approval of this Agreement that Defendant has complied with the provisions of this

Section. Within one (1) year following that first notification, Defendant shall notify the Representative States of any changes to its Antitrust Compliance Policy and confirm that Defendant has complied with the provisions of this Paragraph. If Defendant breaches or the Representative States assert that Defendant has breached this Paragraph and that circumstance continues for twenty-one (21) days, the sole and exclusive remedy for such a breach shall be extending Defendant's obligation under this Paragraph for another year.

D. The Parties submit to the exclusive jurisdiction of the United States District Court for the District of Connecticut for the purpose of implementing and enforcing this Agreement.

E. 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 based on violations of these covenants.

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

III DISCOVERY, AUTHENTICATION, AND COOPERATION

A. Defendant agrees to provide reasonable cooperation to the States in connection with the prosecution of the Action against Other Defendants as set forth herein. Subject to these limitations, Defendant shall provide reasonable cooperation to the States, and their respective counsel, as a condition of this Agreement, which includes the following:

1. Reasonable efforts to assist the States to understand data produced by Defendant, including consulting with technical personnel to address questions

posed by the States' 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.

2. Reasonable efforts to authenticate and lay the foundation necessary for admission in evidence of documents or data identified by the States 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.
3. Identification of persons who are or were working for Defendant who are likely to have relevant information about the alleged conduct in the Action, including whether such persons remain under Defendant's control.
4. 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.
5. Identification of employees of Defendant who are likely to have relevant information concerning Defendant's pricing information contained in Other Defendants' documents, and the accuracy of this information, for Generic Pharmaceutical Products.
6. Identification of price increases implemented by Defendant during the relevant time period for each Generic Pharmaceutical Product named in the Complaints as to which the States allege Defendant entered into a product-specific

conspiracy, including identification of supportive documents and data by Bates number.

7. Reasonable efforts to provide access to persons identified in (3) and (5) for interviews, to the extent not already provided.
8. Production of witnesses identified in (3) and (5) for testimony at trial to the extent that such witnesses are under Defendant's control, together with reasonable efforts to produce for testimony at trial any such witnesses who are not under Defendant's control. Defendant will notify the States as far in advance as reasonably feasible if any individual who the States have identified as a potential witness has a change in status in relation to its employment or relationship with the Defendant.
9. Defendant will in good faith consider reasonable requests from the Attorneys General for additional assistance that does not impose an undue burden on Defendant.

B. Defendant shall not be required to produce any documents or otherwise disclose information protected by the work product doctrine, attorney-client privilege, common-interest privilege, joint-defense privilege, or any other applicable doctrine or privilege; or disclosure of which is prohibited by any relevant law (including foreign laws), government entities, or court order.

C. 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 States 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 depositions of current and former employees of the States and of any other individuals represented by the States taken 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 related action.

D. 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.

IV 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 Postal Service mail and electronic mail to:

1. For Defendant:

Brian J. Smith
Wilson Sonsini Goodrich & Rosati, PC
1700 K Street NW, 5th Floor
Washington, DC 20006

Tel: (302) 502-8417
brian.smith@wsgr.com

2. For the States:

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

Bob Hubbard
Assistant Attorney General, Antitrust Bureau
New York Office of Attorney General
Antitrust Bureau
28 Liberty Street, 20th Floor
New York, NY 10005
Tel: (212) 416-8267
Email: Robert.Hubbard@ag.ny.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.

V 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 Settlement or the releases provided herein, to extend, 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 court's finding that it was entered into in good faith.

I. Choice of Venue: Defendant irrevocably consents to the venue of the District Court in any action or proceeding to enforce the obligations contained in this Agreement. 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.

FOR MAYNE PHARMA INC.

A handwritten signature in black ink, appearing to be 'BJS', is written above a horizontal line.

Brian J. Smith
Wilson Sonsini Goodrich & Rosati, PC
1700 K Street NW, 5th Floor
Washington, DC 20006
tel: (302) 502-8417
brian.smith@wsgr.com

Counsel for Mayne Pharma Commercial LLC (f/k/a Mayne Pharma Inc.)

Dated: July 10, 2026

STATE OF ALASKA¹

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CORI MILLS

ACTING ATTORNEY GENERAL

By: /s/ *Jeff Pickett* Date: 9/8/2026

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

STATE OF ARIZONA
RISTIN MAYES
A r G r

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

P

/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

Tel: (415) 510-3541

Emilio.Varanini@doj.ca.gov

Counsel for the State of California

Dated: August 31, 2026

PHILIP J. WEISER
Attorney General

/s/ o in E. Ale ander
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: 08/26/2026

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 6, 2026

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: September 8, 2026

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

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STATE OF GEORGIA

/s/ Logan Winkles

Christopher Carr, Attorney General
Logan Winkles, Deputy Attorney General
Ron Stay, Sr. Asst. Attorney General
Charles Thimmesch, Sr. Asst. Attorney General
Office of the Georgia Attorney General
40 Capitol Sq. SW
Atlanta, GA 30334
(404) 458-3626
cthimmesch@law.ga.gov

Attorneys for the State of Georgia

PLAINTIFF STATE OF IDAHO
RA L 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: July 15, 2026

P

M

/s/ Brian M. Yost

Brian M. Yost

Supervising Attorney

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 20, 2026

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: September 3, 2026

**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: September 4, 2026

/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

Commonwealth of Kentucky

S/ onathan E. armer

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: 8/31/2026

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

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: 9.4.26

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 27, 2026

FOR PLAINTIFF PEOPLE OF THE STATE OF MICHIGAN:

DANA NESSEL

Attorney General of Michigan

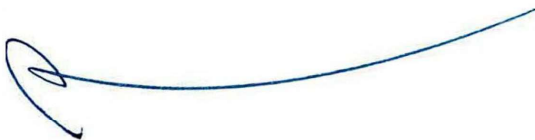


SCOTT A. MERTENS

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

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: September 4, 2026

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: September 4, 2026

State of Montana

By: /s/ Anna K. Schneider

Anna K. Schneider

Special Assistant Attorney General, Senior Counsel

Office of Consumer Protection

Montana Department of Justice

P.O. Box 201401

Helena, MT 59620-1401

(406) 444-2026

anna.schneider@mt.gov

Counsel for the State of Montana

Dated September 4, 2026

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

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: July 16, 2026

Mayne 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

ENNIFER DAVENPORT

Attorney General of New Jersey

/s/ Yale A. Leber

Yale A. Leber

Deputy Attorney General

New Jersey Attorney General's Office¹

124 Halsey Street, PO Box 45029¹

Newark, NJ 07101

Telephone: (862) 381-4159¹

E-Mail: yale.leber@law.njoag.gov¹

Counsel for the State of New Jersey

FOR PLAINTIFF STATE OF NEW MEXICO
RA L 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 8, 2026

N Y r ' r M

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

1 1 1 1
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

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 Mayne based on the covered Conduct, as defined in the Agreement.

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

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

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

/s/ Alison M. Nelson

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

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: September 8, 2026

FOR PLAINTIFF STATE OF OREGON

DAN RAYFIELD
ATTORNEY GENERAL FOR THE
STATE OF OREGON

s/ *ina o*

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 re on

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Dated 08/17/2026

/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: August 21, 2026

MAYNE 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 27, 2026

STATE OF RHODE ISLAND
PETER F. NERONHA
ATTORNEY GENERAL

/s/ Alex Carnevale

Alex Carnevale

(h 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

FOR PLAINTIFF THE STATE OF SOUTH CAROLINA

Alan Wilson
Attorney General of South Carolina

/s/Mary Frances G. Jowers
Mary Frances G. Jowers
Assistant Deputy Attorney General
South Carolina Office of the Attorney General
PO Box 11549
Columbia, SC 29211
803-734-3996
mfjowers@scag.gov

Counsel for the State of South Carolina

MARTY AC LEY

Attorney General 1

State of South Dakota

/s/ Amanda Miiller

By: Amanda Miiller

Deputy Attorney General

South Dakota Office of the Attorney General

1302 East SD Highway 1889, Suite 1

Pierre, SD 57501-85011

Telephone: (605) 773-3215 1

Email: _____

Attorneys for State of South Dakota

Dated: August 20, 2026

FOR PLAINTIFF STATE OF TENNESSEE:

**JONATHAN SKRMETTI
ATTORNEY GENERAL**

A handwritten signature in blue ink, appearing to read "Daniel Lynch", is positioned above a horizontal line.

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

GORDON C. RHEA, ES .
ATTORNEY GENERAL

By: /s/ Ian S.A. Clement, Es .
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: September 8, 2026

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/s/ Sarah L. J. Aceves

Sarah L. J. Aceves

Assistant Attorney General

Office of the Vermont Attorney General

109 State Street

Montpelier, VT 05609

Tel: (802) 828-3170

sarah.aceves@vermont.gov

Counsel for the State of Vermont

Dated: August 17, 2026

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: September 2, 2026

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

/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

**PLAINTIFF STATE OF WISCONSIN
OSHUA L AUL
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: September 4, 2026

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

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S Dr I

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
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 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
Propranolol
Raloxifene HCL
Ranitidine HCL
Tacrolimus
Tamoxifen Citrate
Temozolomide
Terconazole
Theophylline
Tizanidine HCL
Tobramycin Sulfate
Tolmetin Sodium
Tolterodine Tartate
Topiramate
Triamcinolone Acetonide
Trifluoperazine HCL
Valsartan HCTZ
Verapamil
Warfarin Sodium
Zoledronic Acid