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

[PROPOSED] ORDER REGARDING PLAINTIFF STATES' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENTS WITH BAUSCH AND LANNETT AND FOR ALLOCATION OF SETTLEMENT FUNDS

AND NOW, upon review and consideration of the Plaintiff States' Motion for Preliminary Approval of Settlement with Defendants Bausch Health US, LLC and Bausch Health Americas, Inc. ("Bausch") and Defendant Lannett Company, Inc. ("Settlements") and for Allocation of Settlement Funds, it is hereby **ORDERED** that the motion is **GRANTED** as follows:

1. The Court has reviewed and assessed the fairness, reasonableness, and adequacy of the Settlements and finds that the Court will likely be able to approve the Settlements at a later final approval stage.

2. The Court, therefore, preliminarily approves the Settlements on the terms set forth in the Settlements, subject to further consideration at the final approval hearing.

3. The Court directs that the payments received by the States under the terms of the Settlements ("Settlement Funds") shall be held in escrow until and unless further ordered by the Court.

4. The Court approves the establishment of a State Escrow and appoints Huntington Bank to serve as Escrow Agent for the purpose of administering the escrow account holding the Settlement Funds as set forth in the Settlements.

5. The Court hereby stays all proceedings in this action against settling defendants Bausch Health US, LLC and Bausch Health Americas, Inc. ("Bausch") and Defendant Lannett Company, Inc. ("Lannett") only, except those proceedings provided for, or required by, the Settlements.

6. The Court approves Rust Consulting Inc. as the Notice and Claims Administrator for the Settlements.

7. The Court finds that the proposed forms of notice to Consumers[1], plan for dissemination of notice, establishment and content of a dedicated website, and publication campaign are reasonable under the circumstances of this case, and considering past notice efforts in the States' Actions, and therefore approves the Notice Plan to Consumers.

[1] Capitalized terms are defined terms in the Settlements and in the States' Memorandum of Law in Support of Plaintiff States' Motion for Preliminary Approval of Settlements with Bausch and Lannett and An Allocation and Distribution Plan and is used here with the same meaning.

8. The States, through Rust Consulting, shall cause the notice to be disseminated to Consumers via direct notice to registered consumers and earned media, including press releases, as set forth in the Notice Plan, starting within 7 days following the date of the entry of this Order.

9. The States, through Rust Consulting, shall cause notice to be published on a dedicated website - www.AGGenericDrugs.com - which website shall have separate links for documents relating to the Settlement and include filings and other documents and information regarding the Settlement as well as a settlement overview along with the Consumer's options, starting within 7 days following the date of the entry of this Order.

10. The Court preliminarily approves the Settlements allocation of Settlement Funds to Corporate Entities and directs that all funds allocated to Corporate Entities' restitution be held in escrow and that the distribution be deferred until a future appropriate time and upon a future motion by the States.

11. The Court finds that the proposed form of notice to Corporate Entities in Idaho is reasonable under the circumstances of this case, and, therefore, approves the Notice Plan to Corporate Entities in Idaho.

12. The Court preliminarily approves allocation of 70% of the Settlement Funds (after subtracting the funds allocated to Corporate Entities) to restitution for Consumers and State Entities ("Restitution Account"), and 30% of the Settlement Funds to payment for the States' settlement notice and administration costs and litigation costs ("Cost Account").

13. The Court finds that the proposed allocation of the Restitution Accounts between Consumers and State Entities is fair and reasonable under the circumstances of this case, and, therefore, grants preliminary approval of the following proposed allocation to Consumers and to State Entities:

a. The Heritage Restitution Account is allocated $3,833,997.54 to Consumers and $2,166,002.46 to State Entities.

b. The Bausch Restitution Account is allocated $1,803,007.56 to Consumers and $996,992.44 to State Entities.

c. The Lannett Restitution Account is allocated 6,085,800 to Consumers and $ 3,364,200 to State Entities.

14. Upon final approval of the Settlements, the funds allocated to the Costs Account and the funds allocated to State Entities may be distributed to the States to be allocated among the states at the States' discretion.

15. Consumers and Corporate Entities in Idaho may opt out of the Settlement or comment on and object to the Settlement no later than _____ [21 days prior to the date set for the final approval hearing].

16. The States or their designee shall monitor and record any and all exclusion (opt-out) requests that are received and shall file a report with the Court no later than _____, 2026. [14 days prior to the date set for the final approval hearing].

17. Any comments or objections to the Settlements must be mailed to the Court, with a copy provided to counsel for the States, Bausch, and Lannett, to be received no later than _____, 2026. [21 days prior to the date set for the final approval hearing].

18. The final deadline for consumers to opt out of the states' litigation generally or comment on or object to the final distribution plan, shall be deferred and set at a future date after an allocation and distribution plan for consumer restitution has been proposed.

19. The States shall submit for the Court's consideration a motion to approve an allocation and distribution plan for consumer restitution under these Settlements and any other settlements at an appropriate future time.

20. The States shall file a motion for final approval of the Settlements no later than _____[7 days prior to the date set for the final approval hearing].

21. A final approval hearing shall be held before this Court at __:__ __m on _____, 2026 [*not fewer than 91 days from the date of the preliminary approval order*], at the United States District Court for the District of Connecticut, United States Courthouse, 450 Main Street - Annex 135, Hartford, Connecticut 06103. At the Fairness Hearing, the Court will consider the fairness, reasonableness, and adequacy of the Settlement and whether the Settlement should be finally approved.

It is so ORDERED.

BY THE COURT:

_____
Hon. Judge Michael. P Shea
United States District Court

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
	February 2, 2026

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF STATES' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENTS WITH BAUSCH AND LANNETT AND FOR ALLOCATION OF SETTLEMENT FUNDS

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I INTRODUCTION

Plaintiff States[1] (the "States") have reached two settlement agreements ("collectively "Settlements") with Defendants Bausch Health US, LLC and Bausch Health Americas, Inc. ("Bausch") and Defendant Lannett Company, Inc. ("Lannett") (collectively "Settling Defendants") resolving the States' claims against Settling Defendants for their participation in an unlawful conspiracy to fix prices and allocate markets for generic pharmaceuticals. *hi its 1* . The Settlements resolve and release all the States' claims against the Settling Defendants based on conduct alleged in *onne ti t et al. v. ro indo Pharma , n .*, *et al.*, 3:16-cv-02056, *onne ti t et al. v. eva Pharma e ti als , n .*, *et al.,* 3:19-cv-00710, and *onne ti t et al. v. ando , n .*, *et al.,* 3:20-cv-00802 (collectively referred to as the "States' Actions")[2].

As a matter of law[3] 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 in the Lannett Settlement and Consumers in the Bausch Settlement (together referred to as "Consumers"), as described in this motion, and to corporate entities in Idaho and ashington ("Corporate Entities Notice"). A minority of the state laws obligate the attorney general to provide Consumers with

[1]Plaintiff States means Connecticut, Alaska, Arizona, California, Colorado, District of Columbia, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, ansas, entucky, 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, ashington, est Virginia, isconsin, and yoming. In addition to the States that are Plaintiffs in this Action, the settling Plaintiff States also include attorneys general who are Plaintiffs in the related States' action, and who are releasing their claims against Settling Defendants that they could have brought in any of the States' Actions. Plaintiff States include every remaining plaintiff in the States' Actions.

[2] Capitalized terms are defined terms in the Settlements and are used here with the same meaning.

[3] *ee, e. ., hepherd Par iti ens ss n v. en. inema evera es of ashin ton, D. .,* 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 8 *infra.*

notice of settlements, including an opportunity to opt out of and object to or comment on the Settlements. All States are providing those opportunities to Consumers. Similarly, only a few state 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 settlement with Defendants Heritage Pharmaceuticals Inc., Emcure Pharmaceuticals Ltd., and Satish Mehta ("Heritage Settlement"), ECF No. 767 (3:16-cv-02056-MPS), No. 635 (3:19-cv-00710-MPS), and No. 602 (3:20-cv-00802-MPS) and Defendant Apotex Corp. ("Apotex Settlement"), ECF No. 875 (3:16-cv-02056-MPS), No. 760 (3:19-cv-00710-MPS), and No. 835 (3:20-cv-00802-MPS). States Declaration in Support of The States' Motion for Preliminary Approval of Settlements with Bausch and Lannett (" *tate De l.*") 20.

The States are also seeking preliminary approval of the division and allocation of payments received under the terms of the Settlements (the "Settlement Funds") between the States Consumers and State Entities (including Medicaid agencies and non-Medicaid state agencies), allocating 30% to costs and fees (referred to as "Cost Accounts") and 70% to Consumers and State Entities (referred to as "Restitution Accounts"). Further, the States seek approval to distribute and use the balance of the Cost Accounts, after financing the administration of the Settlements and potential future settlements, to fund continued litigation against the remaining defendants for such purposes as are set forth in I.B of the Lannett Settlement and I.V.3 of the Bausch Settlement, including attorney fees. Additionally, the States are seeking preliminary approval of a division and allocation of the Restitution Accounts from the Heritage,[4] Bausch, and Lannett settlements between Consumers and State Entities, and a distribution of the State Entities'

[4] Approved by the Court on April 1, 2025, ECF No. 767 (3:16-cv-02056-MPS), No. 635 (3:19-cv-00710-MPS), and No. 602 (3:20-cv-00802-MPS).

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 or objecting to the Settlements ("Opt-Out Deadline") and a date for a final approval hearing.

II PROCEDURAL BAC GROUND

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. *ee s pra*. In each of the actions, the States also allege an overarching conspiracy for the drugs and anticompetitive acts in that action. Even if the States did not bring claims against all Settling Defendants in all three of the States' Actions, the Settlements, 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 Payment, (C) Cooperation, (D) Release and Covenant Not to Sue, (E) Court Approval, (F) Exclusions, and (G) Supplemental Agreements. *hi it 1* .

A I R

1. Bausch Settlement

As part of the Bausch Settlement, Bausch covenants that it shall not, for four years from the execution of the agreement, engage in any unlawful price-fixing, bid-rigging, or market allocation as to any Generic Pharmaceutical Product in violation of Section 1 of the Sherman Act. *a s h ettlement* VI.A. Bausch will implement and shall continue to maintain for a period of four years, a written "Antitrust Compliance Policy," on which all current Bausch employees responsible for the pricing, sale, bidding, or marketing of generic pharmaceuticals in the United

States, including those in a management or employee capacity, will be trained. *d. at* VI.B. Each such Bausch employee will also be required to sign an acknowledgment form stating that they have read, and will abide by, the Antitrust Compliance Policy. *d*. Also, for a period of four years, Bausch will conduct annual antitrust training for all its employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of generic pharmaceuticals in the United States. *d*. Said training will be conducted by an attorney with experience in antitrust law and with a record kept at each annual training session, including participation, to ensure that all such employees receive such training. *d*. Bausch will appoint its General Counsel and or Chief Compliance Officer (or equivalent thereof) to oversee such training and serve as an additional contact, in coordination with Bausch's established corporate policies, for employees to report any conduct that may violate the antitrust laws. *d*. Bausch shall notify the States within one year following final court approval that Bausch has complied with the provisions of Paragraph VI.B. *d*. If Bausch breaches Paragraph VI.B, it shall have 21 days to cure such breach, and if it fails to do so, then Bausch's obligations in Paragraph VI.B shall be extended by one additional year. *d*.

2. Lannett Settlement

Lannett has agreed to abide by certain injunctive terms during a 10-year period from the execution of the Lannett settlement agreement, referred to as the "Enforcement Period." *annett ettlement* I.G. Lannett covenants that it, along with its current directors, officers, and employees shall not, directly or indirectly, maintain, solicit, suggest, advocate, discuss, or carry out any unlawful agreement with any actual or potential competitor in the generic pharmaceutical industry to: (a) fix prices for generic pharmaceuticals (b) submit courtesy, cover, or otherwise non-competitive, bids or proposals for the supply, distribution, or sale of generic pharmaceuticals (c) refrain from bidding on, or submitting proposals for, the supply, distribution, or sale of generic

pharmaceuticals or (d) allocate customers for the sale of generic pharmaceuticals for the Enforcement Period. *d. at* .A. Lannett represents it has implemented, and shall continue to maintain during the Enforcement Period, a written "Antitrust Compliance Manual," on which all current Lannett employees have been trained, including its employees engaged in activities relating to the pricing or sale of generic pharmaceuticals. *d. at* .C. During the Enforcement Period, Lannett (1) will conduct periodic antitrust training sessions for its employees at least once per year, and (2) appoint and maintain a Chief Compliance Officer, who serves to enforce Lannett's Antitrust Compliance Manual and monitor Lannett's employees to ensure that there are no further violations of the antitrust laws. *d. at* .D. Lannett will provide an annual report to the States as to its compliance program. *d. at* .E.

B M r R

1. Bausch Settlement

Bausch will pay a total sum of $4,080,000 to the States (the "Bausch Settlement Payment"). *a s h ettlement* I.V $2,880,000 of the Bausch Settlement Payment shall constitute restitution to Consumers and State Entities that are State Releasors to compensate them for any alleged harm resulting from the conduct alleged in the States' Actions. *d. at* II.A $80,000 shall be considered restitution for Corporate Entities for which the Attorneys General of Idaho and ashington have asserted exclusive claims[5] in the States' Actions. *d.* The Bausch Settlement allocates the remaining $1,200,000 to the States to be placed in escrow and used to pay the expenses for notice and settlement administration and, upon final approval, to pay for the costs of litigating the States' claims both collectively or individually. *d. at* I.V (3), II, I . Bausch will make the Bausch

[5] Under the state laws of Idaho and ashington, only the attorney general can bring antitrust claims for monetary relief on behalf of Corporate Entities that are injured indirectly thus, such claims are not included in any class action pending in the MDL in Pennsylvania, *n re eneri Pharma e ti als Pri in ntitr st iti ation*, MDL No. 2724 (E.D. Pa.).

Settlement Payment to the States within the later of: (1) sixty (60) calendar days after the date of the Preliminary Approval Order or (2) thirty (30) calendar days after receiving written payment instructions from the States. *d. at* II.

2. Lannett Settlement

Lannett shall pay to the States $13,500,000, plus $270,000 for Eligible Corporate Entities, for a total of $13,770,000 (the "Lannett Settlement Payment"). *annett ettlement* III. The Lannett Settlement Payment shall be paid in equal annual installments over a period of six (6) years (each, an "Annual Payment"). *d. at* III.A. The first Annual Payment shall be due thirty (30) days after entry of the Preliminary Approval Order, and each subsequent Annual Payment shall be due on the later of (i) the anniversary of the first payment date or (ii) the anniversary of the date of the Final Approval Order. *d.* The Annual Payments and the Interest Payments shall be deposited into escrow. *d. at* III.B. 70% of the $13,500,000 and 100% of the $270,000 for Eligible Corporate Entities shall be deposited into a Restitution Account (for Eligible Consumers, Eligible Corporate Entities, Medicaid state agencies, and non-Medicaid state agencies), and the remainder shall be deposited into a Cost Account. *d.* The Restitution Account shall be held in escrow and will only be distributed according to a distribution plan submitted to and approved by the District Court. *d. at* III.D. Upon final Court approval, the funds in the Costs Account may be distributed to the States to pay Settlement Administration Costs and the past and future costs of litigating the States' claims, including attorney fees. *d*. In addition to the principal amount, Lannett shall pay interest on the outstanding balance at an annual rate of 8%. *d. at* III.C. "Interest" shall be the amount calculated by multiplying the remaining unpaid balance by 0.08 at the time of each year's Annual Payment *d.* The Interest so calculated shall be added to the Annual Payment each year. *d.*

Both Settlements further provide that, to the extent that monies allocated to the Cost Account are not used to offset costs of litigating in the States' Actions, 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. *a s h ettlement* I.V (3) *annett ettlement* III.D.

C C r

1. Bausch Settlement

Bausch agrees to provide: (a) reasonable efforts to assist the States to understand data produced by Bausch, 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 produced by Bausch or otherwise render it admissible, and to provide additional data as may be reasonably necessary and (b) reasonable efforts to provide information necessary to authenticate and admit up to 75 documents produced by Bausch, by affidavit, if permitted by the court or, if required by the court, by witness testimony. *a s h ettlement* VII.D. Bausch and the States will in good faith consider reasonable requests from each other for additional assistance that does not impose an undue burden. *d.* at VII.E.

2. Lannett Settlement

Lannett agrees to provide reasonable cooperation to the States in connection with the prosecution of the States' Actions against other defendants. *annett ettlement* VII. The reasonable cooperation includes (A) Reasonable efforts to assist the States to understand data produced by Lannett, (B) Reasonable efforts to authenticate and lay the foundation to admit documents for use in the Action, (C) Identification of persons who are or were working for Lannett who are likely to have relevant information (D) attorney proffers on Lannett, and current and former employees' knowledge and roles in the conduct alleged in the Action (E) reasonable efforts to provide access to persons identified in (C) and (G) for interviews, (F) Production of witnesses identified in (C) and (G) for testimony at trial (G) identification of persons who are likely to have relevant information concerning Lannett's pricing information contained in other defendants' documents, and the accuracy of this information, for drugs named in the States' Actions and (H) identification of price increases implemented during the relevant time period for each drug named in the States' Actions, as to which States allege Lannett entered into a product-specific conspiracy. *d*.

D R d C N S

1. Bausch Settlement

In consideration of Bausch's obligations under the settlement, the States agreed to release, acquit, and forever discharge the Bausch Releasees from all Released Claims. *a s h ettlement* V.A. The States also covenant not to bring, file, or otherwise assert any Released Claim, or to cause or assist to be brought, filed, or otherwise asserted any Released Claim, or to otherwise seek to establish liability for any Released Claim against any Bausch Releasee in any forum whatsoever,

whether on their own behalf or on behalf of any other natural person or entity, to the fullest extent permitted by law. *d. at* V.E.

2. Lannett Settlement

In consideration of Lannett's obligations under the settlement, and as permitted by law, the States have agreed to release the Released Parties in the Lannett Settlement from any and all claims that the States brought or could have brought against them (except on behalf of Local Entities) or any other defendant in the States' Actions relating to the drugs specified based on the conduct alleged, including but not limited to antitrust, consumer protection, fraud or false claims act, "overarching conspiracy," unjust enrichment and disgorgement claims through and including the date of the Release. *annett ettlement* IV.A. Each State covenants and agrees that it shall not sue or otherwise seek to establish or impose liability on any of the Released Claims. *d.* at IV.B. Released Claims do not include claims unrelated to competition. *d.* at IV.C. Lannett's sales of drugs specified in the States' Actions shall, to the extent permitted or authorized by law, remain against other defendants as a potential basis for restitution and other monetary claims and shall be asserted as a part of any joint and several liability claims against other defendants in the States' Actions or against other persons other than the Released Parties. *d.* at IV.D.

E Pr r d F C r A r

The Settlements provide that the States shall file a motion for a Preliminary Approval Order, including their proposed notice and notice plan to inform Consumers, Eligible Corporate Entities in the Lannett Settlement and Corporate Entities in the Bausch Settlement (hereinafter collectively referred to as "Corporate Entities"), and anyone else for whom notice is required, of their right (i) to object to the Settlements or (ii) to file a timely and valid request for exclusion. *a s h ettlement* III.A *annett ettlement* V, I.N. After preliminary approval and the court's

approval of the allocation plans, notice, and notice plan, the States shall implement their Notice Plan. *a s h ettlement* III.C *annett ettlement* V. Costs for the notice will be paid from the State Escrow but shall be limited to $250,000. *a s h ettlement* III.D, I . Following the conclusion of the Notice Period or as directed by the court, the States shall file a Motion for a Final Approval Order. *a s h ettlement* III.E *annett ettlement* V. As part of the proposed court orders to be submitted to the court with the motion for final approval under the Settlements, the States shall dismiss with prejudice all claims against Bausch and Lannett in the States' Actions. *annett ettlement* I.I., II.B. *a s h ettlement* V.G.

F E

Subject to court approval, any Consumer or Corporate Entity in Idaho[6] may seek to be excluded from the settlement by submitting a valid and timely request for exclusion. *a s h ettlement* IV.A *annett ettlement* I.N. The States, State Entities identified on Appendix A of the Bausch Settlement, and other State Entities that accept a distribution of settlement proceeds from the Attorneys General's settlement of the States' Actions are bound by the Settlements upon execution and have no right to seek exclusion. *a s h ettlement* IV.A. Any Consumer or Corporate Entity in Idaho who submits a valid and timely request for exclusion will not be eligible to receive a distribution of any portion of the Settlement Funds and will not have any rights with respect to the Settlements. *a s h ettlement* IV.A.

The States shall, within ten (10) calendar days of the deadline for submitting a request for exclusion (the "Opt-Out Deadline"), provide Bausch with a list of, and copies of, all requests for exclusion, and shall file with their Motion for Final Approval a list of all persons and entities that timely and validly requested exclusion. *a s h ettlement* IV.D. Bausch or the States may

[6] Although ashington also asserts an exclusive claim on behalf of Corporate Entities in the States' Actions, ashington law does not provide a right to exclusion from a settlement for Corporate Entities.

dispute an exclusion request, in which case they shall, if possible, seek to resolve the disputed exclusion request by agreement within thirty (30) calendar days of the Opt-Out Deadline. If necessary, Bausch and the States will seek court approval of any such resolutions. If Bausch and the States are unable to resolve any such disputes, they will submit such unresolved disputes to the court for decision. *a s h ettlement* IV.E.

G S A r

The Bausch Settlement includes a Supplemental Agreement between Bausch and the Attorneys General of Delaware, Georgia, Idaho, Maryland, Mississippi, New Mexico, and Pennsylvania regarding potential claims for contribution under state law against Bausch by any alleged co-conspirator(s). *hi it 1.* The Lannett Settlement includes a Confession of Judgment and Stipulated Entry of Judgment. *hi it* . In the event of a Default, Lannett irrevocably authorizes any attorney to appear in any court of competent jurisdiction and confess judgment against Lannett in favor of the States, or enter the stipulated entry of judgment, for the full remaining amount due under the Lannett Settlement. *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 laws[7] to bring claims and to obtain important redress for harm caused by

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. ., Conn. Gen. Stat. 35-32(c) Alaska Stat. 45.50.580 45.50.577(b) Ariz. Rev. Stat. 44-1407, 44-1408(A), 44-1528(A) Cal. Bus. Prof. Code 16760 Col. Rev. Stat. 6-4-111: D.C. Code 28-4507, 28 3909 Del. Code Ann. tit. 6, 2101, *et se* . Del. Code Ann. tit. 29, 2520 and 2522 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 *d. of omm rs of oward ty. v. o omo ity Plan omm n*, 263 Ind. 282, 295 (1975) *d. of omm rs of nion ity v. M inness*, 80 N.E.3d 164, 170 (Ind. 2017) Ind. Code 24-5-0.5-4(c) *v. perry t hinson o.*, 405 U.S. 233 (1972) Iowa Code 553.12 an. Stat. Ann. 50-103(a)(8) y. Rev. Stat. Ann 15.020, 367.110 through 367.990, and 518.020 *om. e . rel. onway v. hompson,* 300 S. .3d 152 (y. 2010) *om. e rel. eshear v. Pest ontrol n .,* 621 S. .2d 705

Settling 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.[8] 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 their complaints,[9] are authorized by state law to enter into the Settlements with Settling Defendants to

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(y. 1981) *tate v. ordens, n* ., 684 So.2d 1024, 1026 (La.Ct.App.1996) *nd e rel. il r v. Pratt*, 308 A.2d 554 (Me.1973) Md. Com. Law Code Ann., 11-209 MGL c. 93A 4 *tate v. Detroit m erman s sso iation*, 1979-2 Trade Cas. (CCH) 62,990, 1979 L 18703 (Mich. Cir. Ct. 1979) *Minnesota v. tandard il o*., 568 F. Supp. 556, 563 (D. Minn. 1983) Miss. Code Ann. 7-5-1 *lar il ef orp. v. sh roft*, 639 S. .2d 594, 596 (Mo. 1982) S*tate e rel. lsen v. P li ervi e omm 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) *ew Me i o v. ott et er o.*, 1981-2 Trade Cas. 64,439, 1981 L 2167 (D.N.M. 1981) N.Y. Exec. Law 63(12) and N.Y. Gen. Bus. Law 340-342-a N.C. Gen. Stat. 75-15, 75-16 *yde v. ott a s, n* ., 473 S.E.2d 680 (N.C. Ct. App. 1996) *v. Mylan a s*, 99 F. Supp. 2d 1 (D.D.C. 1999) N. D. Cent. Code 51-08.1-07, -08(2) N. D. Cent. Code 51-15-07 4 CMC 5107, 5121(b), 5206(b) Ohio Rev. Code 109.81 *hio v. nited ransp. n .,* 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) *tate e rel. ondon v. od es*, 349 S.C. 232, 562 S.E. 2d 623 (2002) S.D. Codified Laws 37-1-23 *tate v. eath*, 806 S. .2d 535, 537 (Tenn. Ct. App. 1990) Tenn. Code Ann. 8-6-109 *n re ardi em D ntitr st iti* ., 391 F.3d 812 (6th Cir. 2004) *n re ora epam lora epate ntitr st iti* ., 205 F.R.D. 369 (D.D.C. 2002) *onne ti t v. Mylan a s, n* ., No. 1:98cv2114, 2001 L 765466 (D.D.C. Apr. 27, 2001) *overnment of ir in slands y and thro h n arna ion v. ealth est, ,* 2023 L 7214673, at 4 (Superior Ct. V.I. Oct. 31, 2023) (*itin Mathes v. ent ry l mina o*., 2008 U.S. Dist. LE IS 90087, at 29 (D.V.I. 2008)) Utah Code Ann. 76-10-3106(3), 76-10-3108(1), 13-11-17 *tah Division of ons mer Prote tion v. tevens,* 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 ash. 19.86.080 *ashin ton v. himei nnol orp.*, 659 F.3d 842, 847 (9th Cir. 2011) . Va. Code 47-18-17 is. Stat. Ann. 133.16 133.17(1) y. Stat. 40 12 105, 40 12 106, 40 12 107, 40-12-112 and 40-12-113 *lfred . napp on, n . v. P erto i o,* 458 U.S. 592 (1982).

ee footnote 10, *infra.*

. ., Conn. Gen. Stat. 35-34, 35-38, 42-110o, and 42-110m Alaska Stat. 45.50.576-.578, 45.50.501, .531, and .537 Arizona State Uniform Antitrust Act, Ariz. Rev. Stat. 44-1407, 44-1408, 44-1528, and 44-1531 Cal. Bus. Prof. Code 16750, et seq., 17200, et seq., 17500, et seq., 17206, 17536, 17206.1, 16750, 16754, and 16754.5 Cal. Civil Code 3345 Colo. Rev. Stat. 6-4-101, et seq. D.C. Code 28-4507 and 28-4509 Del. Code Ann. tit. 6 2101, et seq. Del. Code Ann. tit. 29, 2520 and 2522 Fla. Stat. 501.201, et seq, and 501.204 Idaho Code 48-104, 48-108, and 48-112 740 ILCS 10 1 et seq.

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

A T S ' *Parens Patriae* A r R r C r r S

The States bring claims for monetary relief for 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." *lfred . napp on, n . v. P erto i o,* 458 U.S. 592, 600, n.8 (1982) (quoting BLAC 'S LA DICTIONARY 1003 (5th ed. 1979)). The doctrine originated under the English common law, which recognized the ing as the guardian of " all charitable uses in the kingdom.'" *awaii v. tandard il o. of al.,* 405 U.S. 251, 257 (1972) (quoting 3 illiam Blackstone, Commentaries, 47-48 (1794)). In *awaii v. tandard il o.*, 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

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 an. Stat. Ann. 50-103, 50-108, 50-160, 50-161, and 50-162 y. 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 ash Rev. Code 19.86.080 and 19.86.140 est Virginia Code 47 18 1 et seq. is. Stat. 133.03, 133.14, 133.16, 133.17, and 133.18 yoming Statutes 40-12-101 et seq.

to protect the health and safety of a state s citizens. *ee, e. ., eor ia v. ennessee opper o.,* 206 U.S. 230 (1907) (interstate air pollution) *ansas v. olorado,* 185 U.S. 125 (1902) (water diversion) *o isiana v. e as,* 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 *eor ia v. Pennsylvania ailroad o.,* 324 U.S. 439 (1945). Since *eor ia,* federal courts have routinely recognized the right of state attorneys general to bring *parens patriae* actions to redress consumer deception and antitrust violations.[10] The States have, and have used, *parens patriae* authority to recover monetary damages for consumers for antitrust violations. . ., 15 U.S.C. 15c *n re le troni oo ntitr st iti .,* 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 competitionspecific statutes and general statutes that apply to competition issues, common law, and case law.[11] States are enforcing those laws here to fill gaps in federal law and otherwise strive to further the public interest.

B F d D r B *Parens Patriae* C d R C

Parens patriae claims differ from Rule 23 class action claims substantively and procedurally, and *parens patriae* actions are not directly governed by Rule 23 of the Federal Rules of Civil Procedure. *P rd e Pharma .P. v. ent y,* 704 F.3d 208, 217 (2nd Cir. 2013). hile *parens patriae* authority derives from the states' interest as sovereigns, *eor ia*, 324 U.S. at 449,

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ee e. . n re le troni oo ntitr st iti ., 2014 L 3798764 (S.D.N.Y. Aug. 1, 2014) (conspiracy to raise eBook prices) *ew or v. ee o nt l, td.*, 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) *n re Mid tl. oyota ntitr st iti .*, 541 F. Supp. 62 (D. Md. 1981) (alleged conspiracy to fix artificially high price for "polyglycoat" finish applied to certain automobiles) *alifornia v. nfineon e hnolo ies ,* 531 F.Supp.2d 1124 (N.D. Cal 2007) (alleged horizontal price-fixing conspiracy in market for dynamic random access memory (DRAM)).

ee footnotes 8 and 10 *s pra.*

class action representation is developed to more efficiently and effectively manage private litigation asserting claims for many businesses or consumers. *ee meri an Pipe onst. o. v. tah*, 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 S d rd r Pr r A r *Parens Patriae* S

Parens patriae settlements will be approved if they are fair, reasonable, and adequate. *tate of . . y a o v. e oo ntern. td*., 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 a *parens patriae* settlement delivers. *ee d. n re oys s ntitr st iti .*, 191 F.R.D. 347, 351 (E.D.N.Y. 2000) *ew or v. alton, n .*, 265 F. Supp. 2d 310, 313 (S.D.N.Y. 2003) *ew or . v. intendo of meri a, n .*, 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. *ee n re onds ntitr st iti ation*, 414 F. Supp. 3d 686, 691-92 (S.D.N.Y 2019) *n re Payment ard nter han e ee and Mer hant Dis o nt ntitr st iti .,* 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 ." *n re Payment ard*, 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." *Men es v. tolt ielsen . .*, 270 F.R.D. 80, 101 (D. Conn. 2010) (citing *n re raffi e tive sso iation astern ailroads,* 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 *li ely* find that the factors weigh in favor of final settlement approval." *n re Payment ard,* 330 F.R.D. at 28.

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

The Settlements satisfy the standard for preliminary approval because the court w*ill li ely* be able to grant final approval of the Settlements. *ee s pra, ee e. ., n re oys s ntitr st iti .*, 191 F.R.D. at 351 *ew or v. alton, n .*, 265 F. Supp. 2d at 313 *tate of ew or v. e oo ntern. td.*, 903 F. Supp at 535 *ew or . v. intendo of meri a, n .*, 775 F. Supp. at 680. Final approval of a class action settlement requires courts to consider whether:

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

F. R. Civ. P Rule 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.'" *n re Payment ard,* 330 F.R.D. at 29 (quoting Fed. R. Civ. P. 23 advisory committee s note to 2018 amendment). "Paragraphs (C) and (D) constitute the substantive' analysis factors and examine [t]he relief that the settlement is expected to provide ." *d.* In the Second Circuit, the Rule 23(e)(2) factors are supplemented by the factors set forth in *ity of Detroit v. rinnell orp.*, 495 F.2d 448 (2d Cir. 1974), when determining whether the Court will likely find that a settlement is fair, reasonable, and adequate, thus warranting preliminary approval. *d. n re onds*, 414 F. Supp. 3d at 692. *rinnell* set forth nine factors that are referred to as the *rinnell* factors:

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

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

1. Procedural Analysis Factors Support Preliminary Approval

The initial determination of fairness, often called "procedural fairness," focuses on the settlement process itself. Fed. R. Civ. P. 23(e)(2). *ee e. . n re onds*, 414 F. Supp. 3d at 693 *ert v. assa o nty*, No. CV 05-5445 (A T), 2011 L 6826121, at 7 (E.D.N.Y. Dec. 22, 2011) *D pler v. ost o holesale orp.*, 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 are the result of a good-faith and procedurally fair process, the procedural factors support preliminary approval of the Settlements.

i. The States Have Adequately and Zealously Represented 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. *ee e. . tate of ew or v. ee o nternational, td.,* 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 this action for more than nine years. States Decl. 12. The States have engaged in extensive discovery and motion practice, zealous prosecution of the States' Actions, and settlement negotiations to obtain a favorable settlement. *d.* The States represent forty-eight U.S jurisdictions whose interests are aligned in enforcing federal and state laws and vigorously pursuing remedies for their states, their Consumers, State Entities, and Corporate Entities. *d.* at 10.

ii. The Settlements ere 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.'" *n re onds*, 414 F.Supp.3d at 693 (*otin n re strian erman an olo a st iti .,* 80 F. Supp. 2d 164, 173-74 (S.D.N.Y. 2000), *aff d s nom., D mato v. De ts he an* , 236 F.3d 78 (2d Cir. 2001)) State of *ew or v. ee o nt l, td.*, 903 F. Supp. at 535. Attorneys representing the parties to the Settlements are experienced and well-informed. Settling Defendants' respective counsels have significant expertise in complex antitrust litigation. The Assistant Attorneys General in the offices of the Attorneys General for Connecticut, New York, California, and ansas who negotiated the Settlements, individually and collectively, also have extensive experience with antitrust investigations and litigation. States Decl. 14. "The Attorney Generals have extensive experience in complex antitrust cases brought under their

parens patriae powers." *ew or v. intendo of m. n .*, 775 F. Supp. at 680. Indeed, this action is part of a long and successful tradition of multistate litigation by State Attorneys General.[12]

Courts can place special weight on a settlement being negotiated by government attorneys committed to protecting the public interest. *ellman v. Di inson,* 497 F. Supp. 824, 830 (S.D.N.Y. 1980), *aff d*, 682 F.2d 355 (2d Cir. 1982). The participation of State Attorneys General furnishes extra assurance that consumers' interests are protected. *n re oys s ntitr st iti .*, 191 F.R.D. at 351. The motivating factor in the States' Actions is the enforcement of antitrust laws by the States acting as *parens patriae* for their citizens. *ee ew or v. ee o ,* 96 F.3d at 48. The States negotiated at arms-length with Defendants while actively litigating, and forty-eight (48) Attorneys General have approved the settlements on behalf of their states, their Consumers, State Entities, and Corporate Entities, for whom they assert claims. States Decl. 10-12 Exhibit 1 and 2.

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 Settling Defendants. States Decl. 12-14. The third *rinnell* factor requires the court to consider the stage of the

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ee, e. ., alifornia v. m. orp., 490 U.S. 93 (1989) *artford ire ns. v. alifornia*, 509 U.S. 764 (1993) *n re Panasoni ons mer le t. Prod.*, 1989-1 Trade Cas. (CCH) 68, 613 (CCH), 1989 L 63240, (S.D.N.Y. June 5, 1989) *olorado v. irline ariff P l s o.*, 1995-2 Trade Cas. (CCH) 71,231, 1995 L 792070 (D.D.C. May 10, 1995) *n re Mid tl. oyota ntitr st iti .,* F. Supp. 440 (D.Md.1984) State of *ew or v. ee o nternational, td.,* 96 F.3d 44 (2d Cir. 1996) *n re le troni oo ntitr st iti .,* 2014 L 3798764 (S.D.N.Y. Aug. 1, 2014) *n re oordinated Pretrial Pro eedin s in nti ioti ntitr st tions*, 410 F. Supp 706 (D. Minn.1975) *. . v. pple n .,* 952 F.Supp.2d 638 (S.D.N.Y 2013) *n re ompa t Dis Minim m dvertised Pri e ntitr st iti .,* 216 F.R.D. 197 (D. Me. 2003) *tate of ew or , et al. v. ephalon, n .*, No. 16-4234 (E.D. Pa. 2016) *tate of is onsin, et al. v. ndivior n ., et al.*, 16-cv-5073 (E.D. Pa. 2016) *ee also*, *tate of tah et al. v. oo le et al.*, Case No. 3:21-cv-05227-JD (N.D. Cal.).

proceedings and amount of discovery completed. *n re onds*, 414 F. Supp. 3d at 699. "The relevant inquiry is whether the plaintiffs have obtained a sufficient understanding of the case to gauge the strengths and weaknesses of their claims and the adequacy of the settlement.'" *d.* (*otin n re ime arner, n* ., No. 02 Civ. 5575 (S), 2006 L 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 did this Court's and the MDL Court's opinions and orders. The States understand what Consumers, State Entities, and Corporate Entities have overpaid for generic pharmaceuticals manufactured by Settling Defendants and the other defendants ("Drugs at Issue"), and the challenged conduct's price effects on generic pharmaceuticals, based on data provided by state Medicaid agencies, third parties, other defendants in the States' Actions and the MDL, and expert analysis and reports. The States' investigation and litigation work over the past nine years, including expert discovery and recent summary judgment briefings, has allowed them to obtain an excellent understanding of the case. States Decl. 12. 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) *n re Payment ard,* 330 F.R.D. at 29. This inquiry overlaps significantly with several *rinnell* factors, which help guide the Court's application of Rule 23(e)(2)(C). *n re onds,*414 F. Supp. 3d at 693

(*itin n re Payment ard*, 330 F.R.D. at 36). The substantive factors weigh in favor of preliminary approval because the Settlements provide substantial and guaranteed recovery for Consumers, State Entities, and Corporate Entities, which recovery is fair, reasonable, and adequate given the litigation risks. States Decl. 27.

Rule 23(e)(2)(C) requires the court to examine whether the "relief is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal (ii) the effectiveness of any proposed method of distributing relief (iii) the terms of any proposed award of attorney's fees, including timing of payment and (iv) any agreement required to be identified under Rule 23(e)(3)." Further, *rinnell* factors eight, "the range of reasonableness of the settlement in light of the best possible recovery," and nine, "the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation," are often considered together, *n re onds*, 414 F. Supp. 3d at 696 (*otin n re Payment ard*, 330 F.R.D. at 47-48).

i. The Settlements Provide Adequate Relief

hen assessing the adequacy of a settlement, courts may need to forecast the likely range of possible recoveries and the likelihood of success in obtaining such results. *n re onds*, 414 F. Supp. 3d at 693 (citing *n re Payment ard,* 330 F.R.D. at 36). The court's task is to weigh the settlement figure against the amount of likely recovery. *ew or v. ee o ,* 96 F.3d at 49. Courts have held that "[t]he proper measure of damages in a suit concerning a price-fixing conspiracy is the difference between the prices actually paid and the prices that would have been paid absent the conspiracy.'" *n re le troni oo s ntitr st iti ation*, 2014 L 1282293 at 16 (S.D.N.Y., March 28, 2014) (quoting *ew or v. endri son ros., n .,* 840 F.2d 1065, 1077 (2d Cir.1988)). Further, monetary relief in antitrust cases "are rarely susceptible of the kind of concrete, detailed proof of injury which is available in other contexts." . *r ett Payne o.,*

n . v. hrysler Motors orp., 451 U.S. 557, 565, 101 S. Ct. 1923, 68 L.Ed.2d 442 (1981) (quoting *i elow v. Pi t res, n .*, 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, the States estimate that the total amount of overcharge associated with sales by Bausch ranges from $29.9 million to -$28.6 million.[13] The States' damages expert Hal Singer determined Bausch caused between $9.8 million and $4.8 million in single damages.[14] Given that the $4.08 million settlement amount to the States is a significant percentage considering the case complexity and litigation risk, it is, therefore, reasonable, adequate, and within the range of possible approval for purposes of the preliminary approval analysis. *ee e. ., n re onds*, 414 F. Supp. 3d at 697 (13-17% of the best possible recovery considered reasonable) *n re rren y onversion ee ntitr st iti .*, No. 01 MDL 1409, 2006 L 3247396, at 6 (S.D.N.Y. Nov. 8, 2006) (settlement "representing roughly 10-15% of the credit transaction fees collected by Defendants").

Based on similar information provided by the States' experts in the Dermatology Action relating to Lannett, the States estimate that the total amount of overcharge associated with sales by Lannett ranges between $68.3 million and $79.4 million,[15] and that the single damages caused by Lannett ranges between $9.1 million and $10.3 million.[16] Therefore, the States maintain that a $13.77 million settlement with Lannett is reasonable, adequate, and within the range of possible approval for purposes of the preliminary approval analysis. *d.*

In addition to monetary relief, the Settlements provide valuable relief through Settling Defendants' commitment to business reform, including establishing or maintaining a compliance

[13] Reply Report of Frederick arren-Boulton, Ph.D. (August 26, 2024), Table 21, page 141
[14] Reply Report of Hal J. Singer, Ph.D. (August 26, 2024) Appendix 7, table 3, page 114
[15] Reply Report of Frederick arren-Boulton, Ph.D. (August 26, 2024), Table 21, page 141
[16] Reply Report of Hal J. Singer, Ph.D. (August 26, 2024) Appendix 7, table 3, page 114

program and training, and providing reporting to the States as to its compliance program. *ee a h ettlement* V Lannett Settlement .

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

Further value is added to the Settlements through Settling Defendants' agreement to provide cooperation to the States in the ongoing litigation against other defendants. *ee n re onds*, 414 F. Supp. 3d at 697. Successful litigation against Settling Defendants' co-defendants will increase the likelihood of further recovery and additional value to the States, Consumers, State Entities, and Corporate Entities on whose behalf the States assert claims. Related to this is the seventh *rinnell* 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.'" *n re onds*, 414 F. Supp. 3d at 694 (*otin n re Press re ensitive a elsto ntitr st iti* ., 584 F. Supp. 2d 697, 702 (M.D. Pa. 2008)).

Settling Defendants' covenant of continued cooperation in this litigation provides considerable value, which supports preliminary approval. *ee e. ., n re ir ar o hippin ervs. ntitr st iti* ., 2009 L 3077396 at 9 (E.D.N.Y. Sept. 25, 2009) ("the agreement to cooperate with the plaintiffs adds significant value") *n re onds*, 2019 L 6842332 at 4 (S.D.N.Y Dec. 16, 2019) ("this cooperation nonetheless provides some additional value to the GS settlement") *n re Pa a ed e ntitr st iti* ., 2010 L 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").

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

hen evaluating the adequacy of the Settlements, the Court should analyze the comparison between the settlement amounts 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. *n re endant orp. Derivative tion iti .*, 232 F. Supp. 2d 327, 336 (D.N.J. 2002). This analysis overlaps significantly with *rinnell* factors 1, 4, 5, and 6, which include: the complexity, expense, and likely duration of the litigation (factor 1) the risks of establishing liability (factor 4) the risks of establishing damages (factor 5) and the risks of maintaining the class action through the trial (factor 6). *rinnell*, 495 F.2d at 463.

A settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution. *Milstein v. erner*, 57 F.R.D. 515, 524-25 (S.D.N.Y.1972). The Settlements' substantial and guaranteed recovery for the States and its Consumers and State Entities is fair, reasonable, and adequate given the litigation risks inherent in any litigation and more particularly in a complex antitrust case such as this matter. In addition to analyzing purchases made of Settling Defendants' Drugs at Issue and the damage 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." *n re onds,* 414 F.Supp.3d at 697 (quoting *al Mart tores, n ., v. isa . . ., n .*, 396 F.3d 96, 118 (2d Cir. 2005)) *ee also n re itamin ntitr st iti* , No. 06-MD-1738 (BMC), 2012 L 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,[17] 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. *ee n re onds*, 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. *ee ew or v. ee o ,* 903 F. Supp. at 536. "Courts favor settlement when litigation is likely to be complex, expensive, or drawn out." *n re onds*, 414 F.Supp.3d at 693.

Litigating the claims and defenses in this case would necessarily entail some risk with respect to establishing liability and proving damages or other relief sought. "[A]s to liability, establishing the existence and extent of a conspiracy will necessarily be a complex task, and many of the hurdles that plaintiffs have overcome at the pleading stage will raise substantially more difficult issues at the proof stage." *n re ased in. nstr ments ntitr st iti .*, 327 F.R.D. 483, 494 (S.D.N.Y. 2018) (" "). Proving violations of antitrust laws is no mean feat, and even if that feat is accomplished, proving remedies and damages is just as difficult. *ee* , 327 F.R.D. at 494 (plaintiffs damages models would "unquestionably be challenged and perhaps subject to further *Da ert* motions") *n re onds*, 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." *n re asda M t. Ma ers ntitr st iti .*, 187 F.R.D. 465,

The States bring claims under the laws of Connecticut, Alaska, Arizona, California, Colorado, District of Columbia, Delaware, Florida, Idaho, Illinois, Indiana, Iowa, ansas, entucky, 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, ashington, est Virginia, and isconsin.

476 (S.D.N.Y. 1998) *ee hatelain* v. *Pr dential a he e s., n .,* 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 delay involved in an antitrust case of this magnitude, the opportunity for guaranteed relief weighs heavily in favor of approving the Settlements. *ee n re onds*, 414 F. Supp. 3d at 694 (court should balance immediacy and certainty of recovery against the continued risk of litigation). Recognizing the cooperation that Settling Defendants has agreed to provide, the risks of litigation, and the time value of money, the States believe that the $13.77 million Lannett Settlement and $4.08 million Bausch Settlement are both 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 Settlements.

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 Settlements provides that 30% of the Settlement Payments (not including the payment to Corporate Entities), which equals $4,050,000 of the Lannett Settlement and $1,200,000 of the Bausch Settlement, be placed in a Cost 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. *annett ettlement . a s h ettlement . . .* Further, to the extent that the funds in the Cost Accounts 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 *s pra* in III.B. The Cost Accounts represents statutorily authorized recovery and enforcement remedies, including the 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.[18] 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 Settlements. The Settlements so include supplemental agreements as set forth in III.G. *s pra.*

v. An Allocation and Distribution Plan is not Currently before the Court.

The States do not yet propose and submit to the Court a plan for allocation and distribution among Consumers of the Settlement Funds allocated to consumer restitution. The States are requesting that the proposed allocation and distribution plan be deferred until a later date when an allocation and distribution plan has been finalized by the States and presented to the Court for approval. A plan of allocation and distribution is not required for the Court to grant preliminary approval of the Settlements. *. ., n re orei n han e en hmar ates ntitr st iti* ., 2015 L 9952596, at 3 (S.D.N.Y. Dec. 15, 2015) (order granting preliminary approval and stating that counsel shall submit for the Court s approval a proposed Plan of Distribution of the Settlement Funds at a later date).

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

VI HUNTINGTON BAN AS ESCROW AGENT

Pursuant to the Settlements, Settling Defendants will pay $17.85 million (the "Settlement Payments") to the States. *annett ettlement a s h ettlement* . . Settling Defendants' payments will be deposited directly into escrow with Huntington Bank and will accrue interest. States Decl. 16. The States shall hold the Settlement Payments in escrow pending final court

[18] See footnote 10, s *pra.*

approval of a distribution. *ee a s h ettlement annett ettlement* . . Subject to Court approval, a state escrow (a "State Escrow") will be established at Huntington Bank with such bank serving as escrow agent ("Escrow Agent"). *a s h ettlement . annett ettlement* . . 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. 17. Therefore, the States request that the Court appoint Huntington Bank to serve as Escrow Agent for the purpose of administering the State Escrow holding the 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 Tiffaney Janowicz filed herewith. There are no rigid rules for determining whether a settlement notice satisfies constitutional requirements. *harron v. Pinna le rp.* . . , 874 F.Supp.2d 179, 191 (S.D.N.Y. 2012), *aff d s nom. harron*, 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." *i es holesale, n . v. an , . .*, 62 F.4th 704, 727 (2d Cir. 2023) (citing, *al Mart tores*, 396 F.3d at 113 14). "[N]otice must fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings." *al Mart tores*, 396 F.3d at 114 (citation and internal quotation marks omitted).

To ensure compliance with notice requirements under the Settlements, 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. *ee*

Declaration of Tiffaney Janowicz ("Janowicz Decl.") at 2-3 and Exhibit A. Rust has extensive experience in state and federal class and *parens patriae* actions. *d.*

Relying on the noticing efforts undertaken by the States for the previous settlements in the States' Actions with Heritage and Apotex, 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 Consumers:

First, on October 30, 2024, Rust established a website at www.AGGenericDrugs.com, which remains active and current. The website informs Consumers about the litigation and Settlement, including basic information about Consumers' rights and options concerning the Settlement, shares helpful documents, and lists "FA s" to several expected questions Consumers are likely to have. Janowicz Decl. at 10, 15 Exhibit E. The website also includes a toll-free telephone number and email address where Consumers can seek additional information. Janowicz Decl. at 10, 16. Upon the granting of preliminary approval, the Home Page on the website will be modified to include overviews of the Bausch and Lannett Settlements along with the Consumers' options and relevant deadlines (when available). Janowicz Decl. at 11. Separate links for documents relating to the Bausch and Lannett Settlements will be added to the website's Documents page. *d.* All documents will be organized by settlement with the settlement name in the link to minimize Consumer confusion. *d.* The website will also be revised to make clear that a Consumer need only register *on e* to receive future information about the States' litigation(s) and receive a claim form when available. *d.*

The States have drafted a clear, one page notice ("Short Form Notice"), that informs consumers of the Settlements and the litigation, helps consumers determine whether they may be eligible to participate under the Settlements, provides a means by which 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 Settlements. Janowicz Decl. at 10 Exhibit C. The States will also provide a much longer and more detailed notice ("Long Form Notice"), *see* Exhibit D, available on the website and mailed to consumers upon request. Janowicz Decl. at 10. The Long Form notice will include additional information about the Settlements. *d.* The website also has a form allowing Consumers to register to obtain future information about how to file a claim seeking payment (if eligible), and a form for Consumers seeking to be excluded from the Settlement. Janowicz Decl. at 10, 15.

Second, from the time the first settlement in the States' Actions was announced, Rust has been collecting registrations through the settlement website, by telephone, and by mail. Janowicz Decl. at 12, 15-17. hen possible, Rust will send direct notice to registered consumers by emailing the Short Form Notice to consumers who registered to receive updates concerning the case status. Janowicz Decl. at 12. For those consumers who did not provide an email address with their registration, Rust will mail the Long Form Notice. *d.* A note will accompany both types of notices to let consumers know that the notice is being sent as a result of their registration, and they do not need to register again to receive future updates. *d.*

Third, an earned media program will be implemented that includes press releases issued by the States that provides opportunities for eligible consumers to receive information on the Settlements through traditional media, such as television, radio and newspapers, as well as digital. Janowicz Decl. at 13. Additionally, the language of the Short Form Notice will be distributed through PR Newswire s US1 Newsline as a nationwide press release across the U.S. reaching approximately 14,500 websites, media outlets, and journalists *d.* The distribution includes a SocialBoost widget enabling seamless sharing to major platforms (Twitter, Facebook,

Instagram, LinkedIn, and hatsApp). Each button shares an optimized preview including the content link, an image, headline, and suggested social post copy. *d.*

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 them with opportunities to learn about the Settlements and act upon their rights and ensure that they will be exposed to, see, review, and understand the notices. Janowicz Decl. at 7. The Notice Plan builds on notice efforts undertaken by the States for previous settlements in this litigation. Janowicz Decl. at 8. The Notice Plan will "fairly, accurately, and neutrally describe the claims and parties in the litigation, the terms of the proposed settlement, and the identity of persons entitled to participate in it," as well as apprising affected Consumers of their options regarding the proposed Settlements. *n re Marsh iti* ., 265 F.R.D. 128, 145 (S.D.N.Y. 2010) (citing *oe v. omo*, 700 F. Supp. 107, 113 (E.D.N.Y. 1988), *aff d,* 892 F.2d 196 (2d Cir. 1989)) *al Mart tores*, 396 F.3d at 114. The States believe the Notice Plan provides reasonable notice to Consumers under the circumstances. The States propose that notice efforts shall begin within 7 days of preliminary approval and provide a deadline of 77 days from the date of the order of preliminary approval for consumers to opt out of, or comment on, or object to the Settlements. The States request that this Court approve the Notice Plan, and order that Notice commence within 7 days after the entry of the Preliminary Approval order.

VIII NOTICE TO CORPORATE ENTITIES

Under the terms of the Settlements, the attorneys general of Idaho and ashington are settling and releasing claims on behalf of Corporate Entities on whose behalf the attorney general has exclusive claims. Under Idaho and ashington state law, only the attorney general may bring antitrust claims for monetary relief on behalf of persons (which includes Corporate Entities) who

are injured indirectly. *ee* Idaho Code 48-108(2), 48-113(1) ash. Rev. Code 19.86.080. The Settlements provide that the States shall provide notice to Corporate Entities in Idaho of the Settlements and their right to exclude themselves from the States' Actions and the Settlements. *ee* Idaho Code 48-108(2)(b), (2)(c), (3). Although ashington also asserts an exclusive claim on behalf of Corporate Entities in the States' Actions, ashington law does not provide a right to exclusion from a settlement for Corporate Entities. *ee* ash. Rev. Code 19.86.080. hile ashington law does not require notice, ashington will still give notice to Corporate Entities in ashington through a press release issued by the ashington Attorney General. States' Decl. at 26. The States propose to give notice to Corporate Entities in Idaho through a press release issued by the Idaho Attorney General. *d.* Considering that Corporate Entities in Idaho that are injured indirectly do not have a private right of action for their indirect injuries, notice through a press release constitutes sufficient notice. Further, Rust will establish a subpage on the website www.AGGenericDrugs.com at https: www.aggenericdrugs.com English CorporateEntities where Corporate Entities in Idaho and ashington can obtain information about the Settlements and register to obtain additional and future information about the litigation and a future claim process. Janowicz Decl. at 18. Finally, the website will provide Corporate Entities in Idaho an opportunity to exclude themselves from the Settlements. *d.*

I 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 Consumers and State Entities and the distribution to the States of funds allocated to State Entities, (C) a deferral of a plan of allocation

and distribution of consumer restitution funds among Consumers, and (D) a deferral of the allocation and distribution of Corporate Entities Restitution. The approval of a plan of distribution is within the discretion of the Court. *n re hi en ntitr st iti .,* 669 F.2d 228, 238 (5th Cir. 1982) *est ir inia v. has. Pfi er o., n .,* 440 F.2d 1079, 1085 (2d Cir. 1971) *hite v. ational oot all ea e,* 822 F. Supp. 1389, 1417 (D. Minn. 1993). The standard for judicial approval of a settlement agreement, that requires a finding that the settlement is fair, adequate and reasonable, "applies with as much force to the review of the allocation agreement as it does to the review of the overall settlement between plaintiffs and defendants." *n re hi en,* 669 F.2d at 238 *see also n re itri id ntitr st iti .*, 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 A S Pr d R A d C A d D r C A

The Settlements provide that, after subtracting the amount allocated to Corporate Entities, 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 Consumers and State Entities, including Medicaid state agencies, and other state agencies whose claims are being released by the States (Restitution Account). *annett ettlement* I.R *a s h ettlement* I.V. Further, 30% of the Settlement Funds (after subtracting the amount allocated to Corporate Entities) shall be held in escrow and used to pay for settlement notice and administration costs and, upon final approval of the Settlement Agreement, for costs of litigating the States' claims, including attorney fees (Cost Account). *annett ettlement* I.B. *a s h ettlement* I.V.3. The States request that the Court grant preliminary approval of the proposed 70 30 percentage allocation of Settlement Funds

between the Restitution Account and Cost Account and request approval for the Cost Account to be distributed to the States upon final approval of the Settlements.

B A R A B C r d S E

The Court's final approval of the Apotex Settlement in the States' Actions approved an allocation of the Settlement Funds in the Restitution Account (70% of the Settlement Funds) between Consumers in the amount of $17,624,403.04 and State Entities in the amount of $9,745,596.96. ECF No. 875 (3:16-cv-02056-MPS), ECF No. 760 (3:19-cv-00710-MPS), and ECF No. 835 (3:20-cv-00802-MPS). This approved allocation results in approximately 45% of the Settlement Funds being allocated to Consumers and approximately 25% of the Settlement Funds being allocated to State Entities. The States are seeking preliminary approval of the same allocation percentage between Consumers and State Entities in the Lannett and Bausch Settlements and, also, for the Restitution Account held in escrow from the Heritage Settlement.

1. Heritage Settlement

This Court issued an Order granting final approval of the Heritage Settlement on April 1, 2025, ECF No. 767 (3:16-cv-02056-MPS), No. 635 (3:19-cv-00710-MPS), and No. 602 (3:20-cv-00802-MPS). In accordance with the Court's order for final approval of the settlement with Heritage, $6 million of the $10 million settlement is held in the State Escrow (Restitution Account) for later distribution to eligible consumers, state Medicaid agencies, and non-Medicaid state agencies (State Entities). *d.* The States propose to split the Restitution Account so that $3,833,997.54 is allocated to Consumers ("Heritage Consumer Fund") and $2,166,002.46 is allocated to State Entities.

2. Bausch Settlement

The settlement with Bausch provides that $2,880,000 of the $4,080,000 Settlement Funds shall be used for restitution. $80,000 is allocated to Corporate Entities for whom Idaho and ashington assert exclusive claims. The settlement allocates $2,800,000 as restitution to Consumers and State Entities (Restitution Account). The States propose to split the Restitution Account so that $1,803,007.56 is allocated to Consumers ("Bausch Consumer Fund") and $996,992.44 is allocated to State Entities.

3. Lannett Settlement

The Lannett Settlement provides that $9,720,000 of the $13,770,000 ($16,254,000 inclusive of interest) Settlement Funds shall be used for restitution. $270,000 is allocated to Corporate Entities for whom Idaho and ashington assert exclusive claims. The settlement allocates $9,540,000 ($11,375,419.47 inclusive of interest) as restitution to Consumers and State Entities (Restitution Account). The States propose to split the Restitution Account so that $6,085,800 ($7,343,525.35 inclusive of interest) is allocated to Consumers ("Lannett Consumer Fund") and $3,364,200 ($4,031,894.12 inclusive of interest) is allocated to State Entities.

The States maintain that this allocation between Consumers and State Entities is fair, reasonable, and warrants preliminary approval. Further, the States request preliminary approval to distribute to the States all Settlement Funds allocated to State Entities, upon final approval of the Settlements, 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 A d D r C r R

Based on the foregoing, the States propose that a total of $29,347,208.14 of the Settlement Funds from the Apotex, Heritage, Bausch, and Lannett settlements ("Consumer Restitution

Funds") be allocated to consumer restitution and further allocated among Consumers and distributed pursuant to a future allocation and distribution plan for consumer restitution. The States request that a proposed allocation and distribution plan be deferred until a later date. The States are currently working with Rust to develop an allocation and distribution plan, including a claim form. The States expect to seek approval of this plan in the near future.

D A dD r C r r E

The Settlements designate $350,000 as restitution for Corporate Entities ("Corporate Entities Restitution") for which the Attorneys General of Idaho and ashington have asserted exclusive claims in the States' Actions. *a s h ettlement* I.V *annett ettlement* III. The States are requesting that further allocation and distribution of Corporate Entities Restitution be deferred until a later appropriate date when it can be part of a plan relating to additional settlements as well.

CONCLUSION

For the foregoing reasons, the States respectfully request that the Court (1) preliminarily approve the Settlements with Defendants Bausch and Lannett (2) appoint Huntington Bank as the Escrow Agent (3) stay the litigation against Defendants Bausch and Lannett until the Court decides whether to grant final approval of the Settlements (4) appoint Rust Consulting as the Notice and Claims Administrator (5) approve the Notice Plan for providing notice to Consumers (6) approve the plan for notice to Corporate Entities in Idaho (7) preliminary approve the allocation of funds between the Restitution Accounts and Cost Accounts (8) preliminarily approve a distribution to the States of all funds allocated to the Cost Accounts (9) preliminarily approve the allocation of the Restitution Accounts between Consumers and State Entities in the Heritage, Lannett and Bausch settlements (10) preliminarily approve a distribution to the States of all funds

allocated to State Entities (11) preliminarily approve that all funds allocated to Consumer restitution be held in escrow and that an allocation and distribution plan be deferred until a future appropriate time, upon motion by the States (12) preliminarily approve the Settlements' allocation of Settlement Funds to Corporate Entities in Idaho and ashington (13) preliminarily approve that all funds allocated to Corporate Entities restitution be held in the State Escrow and that the distribution be deferred until a future appropriate time (14) setting an opt out and objection deadline for the Settlements and (15) setting a date and time for a final approval hearing.

Respectfully submitted this 2nd day of February, 2026.

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[19] Counsel for Plaintiff State of Connecticut represents the consent of all Plaintiffs in the above-captioned case pursuant to Section I.D. of the Electronic Filing Policies and Procedures.

CERTIFICATE OF SERVICE

I hereby certify that on February 2, 2026, the foregoing document, together with the accompanying Memorandum, Declarations, and Exhibits, was served by e-mail on all counsel of record in this action by operation of the Court's Electronic Filing System as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM ECF System.

Dated: February 2, 2026

s aami ain
Saami Zain
Assistant Attorney General

THE UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

STATE OF CONNECTICUT, et al., *Plaintiffs,* v. AUROBINDO PHARMA USA, INC., et al., *Defendants.*	No. 3:16-cv-02056-MPS
STATE OF CONNECTICUT, et al., *Plaintiffs*, v. TEVA PHARMACEUTICALS USA, INC. et al., *Defendants*.	No. 3:19-cv-00710-MPS
STATE OF CONNECTICUT, et al., *Plaintiffs*, v. SANDOZ, INC., et al., *Defendants*.	No. 3:20-cv-00802-MPS January 26, 2026

STATES' DECLARATION IN SUPPORT OF THE STATES' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENTS WITH BAUSCH AND LANNETT AND FOR ALLOCATION OF SETTLEMENT FUNDS

I, Elin S. Alm, hereby declare and state as follows:

1. I am an Assistant Attorney General and the Director of the Consumer Protection and Antitrust Division of the North Dakota Office of Attorney General. This Declaration is based upon my personal knowledge and information provided by my State colleagues.

2. Filed herewith as Exhibit 1 is a true and correct copy of the settlement agreement between the Plaintiff States and Bausch Health US, LLC and Bausch Health Americas, Inc. ("Bausch"). Filed herewith as Exhibit 2 is a true and correct copy of the settlement agreement between the Plaintiff States and Lannett Company, Inc. ("Lannett"). The two settlement agreements are collectively referred to as the "Settlements." Capitalized terms in this Declaration incorporate the defined terms from the Settlements.

3. I provide this declaration in support of Plaintiff States' Motion for Preliminary Approval of Settlements with Bausch and Lannett and for Allocation of Settlement Funds.

4. Since 2016, the States have litigated claims alleging that manufacturers of generic drugs conspired to artificially inflate and maintain the prices for generic drugs in violation of federal and state antitrust and consumer protection laws.

5. The States' allegations against the manufacturers of generic drugs span three different complaints, collectively referred to as the States' Actions: (1) a complaint focused on agreements involving Heritage, filed in December 2016, *Connecticut et al. v. Aurobindo Pharma USA, Inc., et al.*, 3:16-cv-02056 (the "Heritage Action") which after amendments encompasses 15 drugs; (2) a complaint focused on over 100 different drugs centered on agreements involving Teva Pharmaceuticals, filed in 2019, *Connecticut et al. v. Teva Pharmaceuticals USA, Inc., et al.*, 3:19-cv-00710 (the "Teva Action"); and (3) a complaint focused primarily on dermatology products concerning over 80 different drugs, filed in 2020 (the "Dermatology Action"), *Connecticut et al. v. Sandoz, Inc., et al.*, 3:20-cv-00802. In each of the complaints, the States also allege an overarching conspiracy for the drugs and anticompetitive acts in that action. Collectively, the three actions are referred to as the States' Actions.

6. In the Dermatology Action, the States alleged Bausch, formerly known as Valeant

Pharmaceuticals North America LLC, conspired with other drug manufacturers to fix prices or allocate markets for two drugs, latanoprost drops and fluocinonide 0.1% cream.

7. The States have brought claims against Lannett in all three complaints in the States' Actions. In the Teva Action, the States alleged Lannett allocated markets for Baclofen Tablets and Levothyroxine Sodium. In the Heritage Action, the States alleged Lannett conspired to fix and raise prices on Doxycycline Monohydrate. In the Dermatology Action, the States alleged Lannett allocated markets and fixed prices for Acetazolamide Tablets.

8. While litigating the States' Actions, the States have negotiated with the Settling Defendants, as well as other Defendants, seeking to reach consensual resolution and favorable settlements for consumers and state entities short of trial. Through such negotiations, the States reached these Settlements with Bausch and Lannett.

9. The States have finalized and signed the Settlements with Bausch and Lannett attached hereto as Exhibit 1 and 2. This is the third and fourth settlements with corporate defendants in the States' Actions.

10. The Settlements are entered by attorneys general of forty-eight (48) states, commonwealths, D.C., and territories in the United States whose interests are aligned in enforcing federal and state laws and vigorously pursuing remedies for their states, their consumers, and state agencies. The attorneys general of Idaho and Washington are also resolving claims on behalf of corporate entities for which they have asserted an exclusive claim[1] in the States' Actions.[2]

[1] Under the state law of Idaho and Washington, only the attorney general can bring antitrust claims for relief on behalf of corporate entities who are indirect purchasers, thus, such claims are not included in any class action pending in the MDL pending in Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).

[2] Aside from Idaho and Washington, which assert exclusive claims on behalf of Corporate Entities in the Actions, other States assert non-exclusive claims to recover damages or restitution for corporate entities. 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

11. Through the Settlements, the States are providing recovery for their consumers, state entities, and corporate entities, and are exercising authority to represent their states and settle and release claims in their sovereign, proprietary, and *parens patriae* capacities.

12. The States have vigorously litigated the States' Actions. The States have engaged in extensive discovery and motion practice, have zealously prosecuted the States' Actions, and engaged in settlement negotiations to obtain favorable settlements. The States' investigation and litigation work, including motion practice, discovery, and expert work and expert discovery, has allowed the States to gain an excellent understanding of the three cases in the States' Actions.

13. The Settlements reflect not only the relative strengths of the claims against Bausch and Lannett, but also the value of the cooperation that both Bausch and Lannett have agreed to provide to aid in the continued prosecution of this case against other defendants.

14. The settlement negotiations were conducted at arm's length and in good faith. Throughout the settlement process, Bausch and Lannett have been represented by counsel with significant expertise in complex antitrust litigation. The Assistant Attorneys General in the offices of the attorneys general for Connecticut, New York, California, and Kansas who negotiated the Settlements, individually and collectively, have extensive experience with antitrust investigations and litigation.

15. The settlement negotiations were hard fought and fully informed. The States recognize the benefits, risks, and consequences of continued litigation in comparison to the Settlements.

16. The payments the States will receive, pursuant to the terms of the Settlements, will be deposited directly into an escrow account with Huntington Bank serving as the escrow agent,

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the Defendants in any capacity to recover disgorgement against the Defendants that would involve overcharges to corporate entities in their states.

and will accrue interest. *See Lannett Settlement* ¶ III; *Bausch Settlement* ¶ *II.*

17. Huntington Bank is well qualified to serve as the escrow agent in this matter, 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.

18. The States have contracted with Rust Consulting, Inc ("Rust"), a nationally recognized notice and administration company, to act as the Notice and Claims Administrator to implement a Notice Plan.

19. The States Notice Plan is building on the notice plan set forth in the Plaintiff State's Motion for Approval of the Heritage Settlement, which received final approval by this Court on April 1, 2025, ECF No. 767 (3:16-cv-02056-MPS), No. 635 (3:19-cv-00710-MPS), and No. 602 (3:20-cv-00802-MPS), and the notice plan set forth in the Plaintiff State's Motion for Approval of the Apotex Settlement, which received final approval by this Court on August 12, 2025, ECF No. 875 (3:16-cv-02056-MPS), No. 760 (3:19-cv-00710-MPS), and No. 835 (3:20-cv-00802-MPS). The details of the States' proposed continued Notice Plan are set forth in the declaration of Tiffaney Janowicz filed herewith.

20. The Settlements provide that 70% (after subtracting the separate amounts allocated to Corporate Entities) of the $4,000,000 Bausch State Settlement Payment (equaling $2,800,000) and 70% of the $13,500,000 Lannett State Settlement Amount (equaling $9,540,000 (or $11,375,419.47 after interest has accrued over 6 years)), is allocated to restitution to Consumers and State Entities (including Medicaid agencies and other non-Medicaid state agencies) that are State Releasors (referred to as the "Restitution Accounts"), to compensate them for any alleged harm resulting from the alleged Conduct. See *Bausch Settlement* ¶ II.A*; Lannett Settlement* ¶ III.B.

21. The States propose the following split of the Restitution Accounts between

Consumers and State Entities: (1) For the Bausch Settlement, a split that will result in an allocation of $1,803,007.56 to eligible Consumers and $996,992.44 to State Entities that are State Releasors, and (2) for the Lannett Settlement, a split that will result in an allocation of $6,085,800 (or $7,343,525.35 inclusive of interests) to Consumers and $3,364,200 (or $4,031,894.12 inclusive of interests) to State Entities, including Medicaid state agencies, and non-Medicaid state agencies. The States believe this split and allocation is fair and reasonable. The States also seek to distribute the funds allocated to State Entities to the States, upon final approval of the Settlements, so that the States can further allocate the funds among themselves, according to an independent agreement reached between the States, to be used for any lawful purpose.

22. The States are developing a plan for further allocating consumer restitution funds among eligible Consumers and a plan for an initial distribution which soon will be submitted to the Court for approval.

23. Final allocation and distribution plan for consumer restitution, including approval of a claim form and the establishment of a claim deadline, should be deferred to a future date when the States' allocation and distribution plan has been finalized and submitted to the Court for approval.

24. The Settlements designate $350,000 as restitution for Corporate Entities ("Corporate Entities Restitution") for which the attorneys general of Idaho and Washington have asserted an exclusive claim in the States Actions. *Bausch Settlement* ¶ I.V; *Lannett Settlement* ¶ III. Because the monetary amount is relatively small, and subsequent recovery is anticipated from future settlements or judgments, the States plan to defer the allocation and distribution of Corporate Entities Restitution until a later appropriate date when this distribution can be part of a plan relating to additional settlements as well. The States anticipate that the allocation and distribution of

Corporate Entities Restitution may not be appropriate and cost-efficient until the end of the litigation in the States' Actions.

25. The Idaho Attorney General is settling and releasing claims on behalf of Corporate Entities on whose behalf the Idaho Attorney General has exclusive claims. The States plan to give notice to Corporate Entities in Idaho of the Settlements, and their right to exclude themselves from the Settlements, through a press release issued by the Idaho Attorney General.

26. The Washington Attorney General also is settling and releasing claims on behalf of Corporate Entities on whose behalf the Washington Attorney General has exclusive claims. However, Washington law does not provide a right to exclusion from a settlement for Corporate Entities. The Washington Attorney General will, however, issue a press release informing Corporate Entities in Washington of the Settlements.

27. The Settlements provide substantial and guaranteed benefits to Consumers, State Entities, and Corporate Entities, on whose behalf the States assert claims, which recovery is fair, reasonable, and adequate given the expense and risk of protracted litigation. The States maintain that the proposed Settlements with Bausch and Lannett are fair, reasonable, and adequate and in the best interests of the Plaintiff States and their residents.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 26, 2026, in Bismarck, North Dakota.

/s/ Elin S. Alm
Elin S. Alm

Settlement Agreement

This Settlement Agreement ("Agreement") is made and entered into by and among Bausch Health US, LLC and Bausch Health Americas, Inc. (together, "Bausch"), on the one hand, and the Attorneys General (as defined below), on the other hand (Bausch and the Attorneys General together, the "Parties"; Bausch 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 Bausch, styled as *The State of Connecticut, et al. v. Sandoz Inc., et al*., Case No. 3:20-cv-00802-MPS, 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").[1]

WHEREAS, the Attorneys General are pursuing claims in the Actions, as hereafter defined;

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

WHEREAS, the Attorneys General have also asserted claims for Consumers, as hereafter defined;

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

WHEREAS, the Attorneys General have concluded that resolving their claims against Bausch through settlement is in the public interest, including in the interest of those for whom or on whose behalf they assert claims;

WHEREAS, despite Bausch's belief that it has good defenses, Bausch 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 case that has been brought by the Attorneys General against Bausch;

WHEREAS, the following states and territories filed suit against Bausch: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, 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, Tennessee, U.S. Virgin Islands, Utah, Vermont, Virginia, Washington, West Virginia, and Wisconsin;

WHEREAS, the claims against Bausch asserted by the following States have been

[1] This Agreement is intended to settle all cases and claims brought or that could have been brought in the Actions as further explained below by the Attorneys General against Bausch.

dismissed with prejudice: Alabama (CT ECF No. 409), Arkansas (MDL ECF No. 2527), Guam (MDL ECF No. 2373), Hawaii (MDL ECF No. 2513), Louisiana (CT ECF No. 388), and Missouri (CT ECF No. 679);

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

A. "Actions" 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, as hereafter defined, 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. "Affiliate" means a person or entity that directly or indirectly controls, is controlled by, or is under common control with another person or entity.

C. "Bausch Parent" means Bausch Health Companies Inc.

D. "Bausch Releasees" means Bausch; Bausch Parent; Bausch's and Bausch Parent's direct and indirect, past and present parents, subsidiaries, divisions, general or limited partners, and Affiliates; their respective predecessors, successors, heirs, executors, administrators, and assigns; and any and all current and former officers, directors, employees, attorneys, stockholders, principals, managers, partners, members, agents, representatives, trustees, insurers, and owners thereof.

E. "Attorneys General," or each "Attorney General," means the Attorneys General of each state, commonwealth, district, and territory that have pending claims in the Actions and those that are otherwise signatories to this Agreement.

F. "Code" means the Internal Revenue Code of 1986, as amended.

G. "Conduct" means any act or omission of the Bausch Releasees or of persons or entities alleged to be co-conspirators of the Bausch Releasees 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 Actions in connection with the manufacture, sale, and/or distribution of Drugs at Issue or any other Generic Pharmaceutical Product for which claims are or could have been asserted based on any facts alleged or that could have been alleged in the Actions, including all formulations and strengths of those drugs and/or any overarching conspiracy alleged or that could have been alleged in the Actions related to the manufacture, sale, and/or distribution of Drugs at Issue or any other Generic Pharmaceutical Products.

H. "Consumers" are defined as natural persons for whom an Attorney General can seek damages, restitution, or disgorgement in a law enforcement capacity, acting in a *parens patriae,* representative, or other capacity. For purposes of clarity, the term "Consumers" does not include any State Entity, any county, city, town, or other local entity, or any Corporate Entity.

I. "Corporate Entities" are defined as corporate (and other business) entities for which the Attorneys General of Idaho and/or Washington, have asserted an exclusive claim in the Actions, whether pursuant to the Attorneys General's *parens patriae* authority or otherwise.

J. "Defendant" means any party named as a defendant in any of the Actions at any time up to and including the date of the court's Final Approval Order, as defined in Paragraph M of this Section.

K. "Drugs at Issue" means the following drugs: Atropine Sulfate Ophthalmic Solution 1%; Enalapril Maleate Tablets 2.5, 5, 10, 20 mg; Fluocinonide Cream 0.1%; Griseofulvin Tablets (microsize) 250, 500 mg; Latanoprost Ophthalmic Solution 0.005%; Metronidazole Vaginal 0.75%; Neomycin Polymyxin Hydrocortisone Otic Solution 3.5 mg-10 MU 1%; Omeprazole-sodium Bicarbonate Capsules 20 mg/1100 mg, 40 mg/1100 mg; Pentoxifylline ER Tablets 400 mg; Timolol Malate Ophthalmic Gel Forming Solution 0.25%, 0.5%; and Tobramycin/Dexamethasone Ophthalmic liquid/suspension 0.1-0.3%.

L. "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 Bausch's signature to execute this Agreement, absent written agreement from Bausch for a reasonable period of additional time. If all Attorneys General have not executed this Agreement within 60 calendar days of the date of Bausch's signature, Bausch shall have the unilateral right to terminate this Agreement upon written notice.

M. "Final Approval Order" means the order to be entered by the United States District Court for the District of Connecticut which gives final approval of this Settlement Agreement and releases all Released Claims. The Parties intend for the Final Approval Order to include provisions: (1) finding this Settlement Agreement (i) as having been entered into in good faith and (ii) as being fair, reasonable, and adequate, and directing its consummation pursuant to its terms, as to the State Releasors; (2) finding that the notice given constitutes due, adequate, and sufficient notice and meets the requirements of due process; (3) incorporating the releases set forth in Section V, and forever barring the State Releasors from asserting any Released Claims (as defined in Paragraph R); (4) retaining exclusive jurisdiction over the Settlement, the provisions of the Order, and this Agreement, including the administration and consummation of this Settlement; (6) directing that all claims by and on behalf of the State Releasors be dismissed with prejudice as to Bausch Releasees only and, except as provided for herein, with prejudice and without costs or attorneys' fees; and (7) determining 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 Bausch Releasees shall be final and immediately appealable.

N. "Final Court Approval" means the United States District Court for the District of Connecticut 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 Bausch has expired in the Actions 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 Actions or to toll the time for appeal of the Final Approval Order or the judgment in the Actions, or, if appealed, approval of this Agreement and the final judgment in the Actions as to Bausch 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 be taken into account in determining the above-stated times.

O. "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.

P. "Notice Period" means the time period allotted for Consumers, Corporate Entities and anyone else for whom notice is required to (i) object to this Settlement or (ii) file a timely and valid request for exclusion.

Q. "Preliminary Approval Order" means an order to be entered by the United States District Court for the District of Connecticut, which the Parties intend will include preliminary approval of this settlement (i) as having been entered into in good faith and (ii) as being fair, reasonable, adequate and in the best interests of State Entities, if required by law, Consumers, Corporate Entities, and for any other purposes for which court approval may be necessary.

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 were asserted or that could have been asserted, whether known or unknown, whether accrued or unaccrued, against the Bausch Releasees arising out of or relating 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. In addition, the Attorneys General and the State Entities listed on Appendix A shall not seek to impose fines or penalties on the Bausch Releasees or to exclude or debar them from any market for the manufacture, sale, or distribution of Generic Pharmaceutical Products in connection with the Conduct, except as set out in 2(b) below.

1. Released Claims 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]

[2] This includes claims assigned to the State of Florida, *see, e.g.*, *State of Connecticut, et al. v. Sandoz Inc. et al.*, Amended Complaint, No. 2:20-cv-03539, ECF No. 62, ¶ 1860 (certain claims of Minnesota Multistate Contracting

2. Released Claims do not include: (a) claims under state revenue codes; (b) claims for mandatory exclusion from a state's Medicaid program as prescribed by federal or state law; or (c) any criminal liability.

3. Released Claims also do not include claims that do not arise out of the Conduct, including claims, other than those arising out of the Conduct: (a) for breach of contract, express or implied warranty, or defective or deficient products and services provided by Bausch; (b) for unfair or deceptive marketing or advertising of Drugs at Issue or for off-label marketing claims; (c) for violations of the securities laws; (d) for 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; (e) 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); (f) 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; (g) for any civil or administrative liability related to a State's Medicaid program under any statute, regulation, or rule, including the False Claims Act or any State's counterpart to the federal False Claims Act, anti-kickback or off-label marketing violations; (h) based on obligations created by this Agreement.

S. "States," or each "State," means all states, commonwealths, districts, and territories that assert claims in the Actions, 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, proprietary, or any other capacities.

T. "State Entity" means any agency, bureau, board, commission, committee, department, division, or other organizational unit of any state government, except for those of any county, city, town, or other local entity or political subdivision.

U. "State Releasors" means the (a) 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 Actions; (c) the Consumers for which the Attorneys General on behalf of the States seek damages, restitution, or disgorgement in a law enforcement capacity to the extent permitted by law, to the extent those Consumers do not submit a timely and valid

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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, et al. 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).

request for exclusion from the settlement under this Agreement; (d) those Consumers that accept a distribution of settlement proceeds from the Attorneys General on behalf of the States' settlements in the Actions to the extent permitted by law, whether through any claim filed by any Attorneys General in their law enforcement capacity for disgorgement, restitution, or damages or otherwise; and (e) Corporate Entities as defined above that do not, in Idaho,[3] submit a timely and valid request for exclusion from the settlement under this Agreement.[4]

V. "State Settlement Amount" is the aggregate sum of four million dollars ($4,000,000 USD), plus eighty thousand dollars ($80,000 USD) for Corporate Entities, for a total of $4,080,000; $2,880,000 of this $4,080,000 shall constitute restitution within the meaning of Section 162(f)(2) of the Code and 26 C.F.R. § 1.162-21(e)(4)(i).

1. No part of the State 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, and no part of the amount specified as restitution in the preceding sentence is paid to reimburse any Attorney General, any 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 State Settlement Amount under Section 6050X of the Code shall report no less than $2,880,000 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.

2. The State Settlement Amount shall be allocated among the State Entities that are State Releasors as determined by the Attorneys General, and among Consumers as determined by the Attorneys General and approved by the court, with the exception that the $80,000 referenced above for Corporate Entities shall be used only for Corporate Entities, and Bausch 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.

3. The States will hold a portion of the State Settlement Amount equaling one million two hundred thousand dollars ($1,200,000) in escrow and for use in paying for the expenses identified in Section IX and, upon final approval of this Agreement, for costs of litigating the States' claims both collectively or individually, subject to approval of the court. To the extent that monies in the cost account are not used to offset costs of States litigating in the Actions, any remaining funds may be used for any of the following: (1) deposit into a state antitrust or consumer protection account (e.g.,

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

[4] Aside from Idaho and Washington, which assert exclusive claims on behalf of Corporate Entities in the Actions, other States assert non-exclusive claims to recover damages or restitution for corporate entities. As 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 Defendants in any capacity to recover disgorgement against the Defendants that would involve overcharges to corporate entities in their states.

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.

II. Payment of the State Settlement Amount

A. Bausch will pay or cause to be paid the State Settlement Amount (the "Settlement Payment") pursuant to the written payment instructions provided by the Attorneys General within the later of: (1) sixty (60) calendar days after the date of the Preliminary Approval Order or (2) thirty (30) calendar days after receiving written payment instructions from the Attorneys General. The Attorneys General's written payment instructions shall direct at least $2,880,000 of the Settlement Payment to be paid directly into an escrow account (the "State Escrow"), pending Final Court Approval of this Agreement and the distribution of settlement funds from the State Escrow pursuant to the States' allocation plan, including to State Entities that are State Releasors and Consumers, to compensate them for any alleged harm resulting from the alleged Conduct. The remaining $1,200,000 of the Settlement Payment shall be held in escrow, and used pursuant to Section I.V.3, above.

B. The Bausch Releasees shall have no obligation to make any other payment of any kind in connection with this Agreement. The Bausch Releasees also shall have no obligation with respect to the allocation or distribution of the Settlement Funds. The State Releasors shall have no other recovery of any kind from the Bausch Releasees based on the Conduct, other than from the State Settlement Amount, including for attorneys' fees, costs, service awards, damages, penalties, or injunctive or other relief of any kind.

III. Preliminary and Final Court Approval

A. The Attorneys General shall promptly (and in no event more than thirty (30) calendar days after the Effective Date) file a motion for a Preliminary Approval Order, including their proposed notice and notice plan to inform Consumers, Corporate Entities in Idaho, and anyone else for whom notice is required, of their right (i) to object to this Agreement or (ii) to file a timely and valid request for exclusion.

B. In the event that the court fails to give preliminary approval to this Agreement, then the Parties shall in good faith seek to agree on revisions to this Agreement that would remedy any issues preventing preliminary approval while retaining the spirit of the Agreement. If they are unable to agree on such revisions despite their good faith efforts, they shall each have the option to rescind this Agreement. In the event the Agreement is rescinded or the court fails to give Final Court Approval as hereafter set forth in Paragraph VIII.F and Section XI, Bausch shall be entitled to the return of any amounts paid as set forth in Section II.

C. Within sixty (60) calendar days of the Preliminary Approval Order and the court's approval of the allocation plans, notice, and notice plan submitted by the Attorneys

General to the court, or such other time as directed by the court, the Attorneys General shall implement their notice plan, providing those Consumers, Corporate Entities in Idaho, and anyone else for whom notice is required, notice of their rights (i) to object to this Agreement or (ii) to file a timely and valid request for exclusion.

D. Those Consumers, as well as Corporate Entities for Idaho, shall be given notice as required by due process. Costs for the notice will be paid from the State Escrow but shall be limited to $250,000.

E. Within thirty (30) calendar days following the conclusion of the Notice Period or as otherwise agreed by the Parties or directed by the court, the Attorneys General shall file with the court a Motion for a Final Approval Order. At least seven (7) calendar days prior to filing their Motion for a Final Approval Order, Plaintiffs shall provide a copy of such motion (including all exhibits and attachments to such motion) to Bausch for review.

IV. Exclusions

A. Subject to court approval, any Corporate Entity in Idaho or any Consumer may seek to be excluded from the settlement by submitting a valid and timely request for exclusion. The Attorneys General, States, State Entities identified on Appendix A, and other State Entities that accept a distribution of settlement proceeds from the Attorneys General's settlement of the Actions are bound by this Agreement upon execution and have no right to seek exclusion. Any Corporate Entity in Idaho or Consumer that submits a valid and timely request for exclusion will not be eligible to receive a distribution of any portion of the State Settlement Amount and will have no rights with respect to this Agreement or the settlement. Bausch reserves all legal rights and defenses as to all such persons or entities that submit a valid and timely request for exclusion, and nothing in this Agreement shall be used against Bausch in any proceeding involving such persons or entities.

B. Subject to court approval, in any written request for exclusion from the settlement, the Corporate Entity in Idaho or Consumer 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 the settlement.

C. Subject to court approval, a request for exclusion that does not comply with all of the provisions set forth in the applicable notice will be invalid, and the Corporate Entity in Idaho or Consumer serving such an invalid request shall be bound by this Agreement, upon Final Court Approval.

D. The Attorneys General shall, within ten (10) calendar days of the deadline for submitting a request for exclusion (the "Opt-Out Deadline"), provide Bausch with a list of, and copies of, all requests for exclusion. The Attorneys General shall file with their Motion for Final Approval a list of all persons and entities that timely and validly requested exclusion.

E. Any of the Parties may dispute an exclusion request, in which case they shall, if possible, seek to resolve the disputed exclusion request by agreement within thirty (30) calendar days of the Opt-Out Deadline. If necessary, the Parties will seek court approval of

any such resolutions. If the Parties are unable to resolve any such disputes, the Parties will submit such unresolved disputes to the court for decision.

V. Release and Covenant Not To Sue

A. In consideration of Bausch's obligations under this Agreement, the State Releasors hereby release, acquit, and forever discharge all of the Bausch Releasees from all Released Claims.

B. The State Releasors may discover facts other than or different from those which they know or believe to be true with respect to the Released Claims, but the State Releasors expressly waive and fully, finally, and forever settle and resolve, any known or unknown, suspected or unsuspected, contingent or non-contingent claims arising out of the Conduct that they have released or for which they have covenanted not to sue, without regard to the subsequent discovery or existence of such different or additional facts.

C. With respect to the Released Claims, the State Releasors expressly waive and release, any and all provisions, rights, and benefits under any law of any state or territory in the United States, or principle of common law that provides that a general release does not extend to claims that the creditor or releasing party does not know of or suspect to exist in his or her favor at the time of executing the release.

D. That includes California Civil Code § 1542. With respect to the Released Claims, the State Releasors expressly waive and release all provisions, rights, and benefits under California Civil Code § 1542. That provision states as follows:

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

E. The State Releasors absolutely, unconditionally, and irrevocably covenant not to bring, file, or otherwise assert any Released Claim, or to cause or assist to be brought, filed, or otherwise asserted any Released Claim, or to otherwise seek to establish liability for any Released Claim against any Bausch Releasee in any forum whatsoever, whether on their own behalf or on behalf of any other natural person or entity, including any State, State Entity, political subdivision (including any county, city, township, or municipality), Consumer, or corporate entity, including any Corporate Entities in Idaho and Washington, to the fullest extent permitted by law.

F. The Parties acknowledge that the Settlement Payment paid by Bausch under this Settlement Agreement constitutes adequate restitution for alleged injury to Medicaid agencies and other non-Medicaid state agencies under the States' claims, and constitutes adequate restitution for alleged injury to Consumers in light of (i) the allegations brought and settled by the States, (ii)

the work performed by the States in the present litigation on behalf of Consumers, and (iii) of the States' planned allocation of the Settlement Payment.

G. As part of the proposed court orders to be submitted to the court with the motion for final approval under Section III of this Agreement, the Attorneys General shall dismiss with prejudice all claims against Bausch in *The State of Connecticut, et al. v. Sandoz Inc., et al*., Case No. 3:20-cv-00802-MPS, in the United States District Court for the District of Connecticut. All Released Claims shall be finally, fully, and forever resolved, settled, compromised, and released, with prejudice, and the Bausch Releasees shall not be named a defendant in any future new or amended complaint arising out of or related to the Released Claims.

H. This Agreement resolves claims only against the Bausch Releasees, and except as specifically provided herein, is not intended to affect in any way the rights that the Attorneys General may have against any other party, person, or entity that is not included within the definition of Bausch Releasees.

VI. Compliance

A. Bausch covenants to the Attorneys General that it shall not, for four years from the execution of this Agreement, engage in any unlawful price-fixing, bid-rigging, or market allocation as to any Generic Pharmaceutical Product in violation of Section 1 of the Sherman Act. That covenant shall be implemented as part of the proposed court orders to be submitted to the court with the Motion for Final Approval Order under Paragraph III.E. of this Agreement.

B. Bausch represents to the States that it will implement, and shall continue to maintain for a period of four years from the execution of this Agreement, a written "Antitrust Compliance Policy," on which all current Bausch employees responsible for the pricing, sale, bidding or marketing of generic pharmaceuticals in the United States, including those in a management or employee capacity, will be trained. Each Bausch employee responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of generic pharmaceuticals in the United States will be required to sign an acknowledgment form stating that they have read, and will abide by, the Antitrust Compliance Policy. Bausch also will conduct for a period of four years from the execution of this Agreement, annual antitrust training for all of its employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding or marketing of generic pharmaceuticals in the United States, with said training to be conducted by an attorney with experience in antitrust law and with a record kept at each annual training session, including participation, to ensure that all such employees receive such training. Bausch will appoint its General Counsel and/or Chief Compliance Officer (or equivalent thereof) to oversee such training and serve as an additional contact, in coordination with Bausch's established corporate policies, for employees to report any conduct that may violate the antitrust laws. Bausch may make reasonable, non-material changes to its Antitrust Compliance Policy from time to time, and prior to making material changes to its Antitrust Compliance Policy will notify by email the Attorneys General representatives identified in Section XII.B (the "AG Reps"). That notification shall specify the proposed material changes to Bausch's Antitrust Compliance Policy. Bausch shall notify the AG Reps within one year following final court approval of this Agreement that Bausch has complied with the provisions of this Paragraph VI.B.

Within one year following the first notification, Bausch shall notify the AG Reps of any changes to Bausch's Antitrust Compliance Policy and confirm that Bausch has complied with the provisions of this Paragraph VI.B. In the event that Bausch breaches Paragraph VI.B, Bausch shall have 21 days to cure such breach. If Bausch fails to cure within 21 days, the sole and exclusive remedy for such breach shall be that Bausch's obligations in Paragraph VI.B shall be extended by one additional year. This Paragraph shall be implemented as part of the proposed court orders to be submitted to the court with the motion for Final Court Approval.

C. The Parties submit to the exclusive jurisdiction of the United States District Court for the District of Connecticut for purposes of implementing and enforcing the Agreement, including the provisions of the Final Approval Order.

VII. Discovery, Authentication and Cooperation

A. As of the Effective Date, continuing unless this Agreement is terminated as provided herein, the Attorneys General shall not serve any discovery requests on the Bausch Releasees, take depositions of the Bausch Releasees, file any motions against the Bausch Releasees, or take any other adverse action against the Bausch Releasees in the Actions or any related litigation except to enforce the terms of the Agreement. Likewise, as of the Effective Date, continuing unless the Agreement is terminated as provided herein, Bausch shall not serve any discovery requests on the Attorneys General, take depositions of the Attorneys General, file any motions against the Attorneys General, or take any other adverse action against the Attorneys General in *The State of Connecticut, et al. v. Sandoz Inc., et al*., Case No. 3:20-cv-00802-MPS, in the United States District Court for the District of Connecticut, or any related litigation, except to enforce the terms of this Agreement. For the avoidance of doubt, the Attorneys General may continue to attend depositions of current and former Bausch employees and may question those employees as it relates to the prosecution of claims against the non-Bausch Defendants. Counsel for Bausch may likewise continue to attend depositions of current and former employees of the Attorneys General and of any other individuals represented by the Attorneys General and may question those individuals as it relates to Bausch's defense of claims brought by any plaintiff, other than the Attorneys General.

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

C. Similarly, Bausch shall continue to have the same rights that it currently has to receive discovery provided by the Attorneys General to other parties in the Actions pursuant to the protective order governing the use of documents and other information produced in the Actions.

D. In addition to the above, Bausch agrees to provide: (a) reasonable efforts to assist the States to understand data produced by Bausch, 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 produced by Bausch or otherwise render it admissible, and to provide additional data as may

be reasonably necessary; and (b) reasonable efforts to provide information necessary to authenticate and admit up to 75 documents produced by Bausch, by affidavit if permitted by the court or, if required by the court, by witness testimony.

E. Bausch will in good faith consider reasonable requests from the Attorneys General for additional assistance that does not impose an undue burden on Bausch. The Attorneys General will likewise in good faith consider reasonable requests from Bausch for additional assistance that does not impose an undue burden on the Attorneys General.

F. Bausch 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.

VIII. Qualified Settlement Fund

A. The State Escrow (the "Settlement Fund") will be established by order of the court at Huntington Bank with such bank serving as escrow agent ("Escrow Agent") subject to one or more escrow agreements mutually acceptable to the Parties. The Settlement Fund is established to resolve and satisfy one or more claims described in this Agreement, and the Settlement Fund shall be subject to the court's continuing supervision and control. In addition, the Attorneys General shall make such elections as necessary or advisable to carry out the provisions of this Section VIII. Such elections shall be made in compliance with the procedures and requirements contained in any applicable regulations.

B. The Parties intend that the Settlement Fund shall be a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, shall act in a manner consistent with the treatment of each Settlement Fund as such a qualified settlement 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 each Settlement Fund being a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1. The administrator for the State Escrow shall be Attorneys General of New York, Oregon, and Florida (each, in such capacity, an "Administrator"). Each Administrator shall cause the timely and proper filing of all informational and other tax returns necessary or advisable with respect to the applicable Settlement Fund (including without limitation the returns described in Treasury Regulation §§ 1.468B-2(k)(1) and (l)(2)). Each Administrator shall make a "relation-back election" (as defined in Treasury Regulation § 1.468B-1(j)), if available, to permit the applicable Settlement Fund to be treated as a qualified settlement fund from the earliest permitted date. It shall be the responsibility of each Administrator to cause the timely and proper preparation and delivery of the necessary documentation with respect to the applicable Settlement Fund for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

C. The Escrow Agents shall cause the Settlement Fund to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA,

respectively, by Moody's Investor Services and Standard and Poor's, invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates. Bausch shall bear no risk related to the Settlement Fund. The Settlement Fund shall be deemed and considered to be in *custodia legis* of the court and shall remain subject to the jurisdiction of the court until such time as the funds therein shall be distributed pursuant to this Agreement or further order(s) of the court.

D. All (i) 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 Bausch or any other Bausch Releasees with respect to income earned on a Settlement Fund for any period during which such Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes ("Taxes"); and (ii) expenses and costs incurred in connection with the operation and implementation of a Settlement Fund (including expenses of tax attorneys and/or 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. Neither Bausch nor any other Bausch Releasee nor their respective counsel shall have any liability or responsibility with respect to the 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. 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 Administrators out of such Settlement Fund without prior order from the court and each Administrator shall be obliged (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the 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)). Neither Bausch nor any Bausch Releasee shall be responsible or have any liability for any reporting requirements that may relate thereto. The Parties agree to cooperate with each other and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Paragraph VIII.E.

F. If this Agreement does not receive the Final Approval Order, then the Settlement Fund (net of costs incurred and expended in accordance with Paragraphs VIII.D and IX.A and including interest accrued) shall be returned to Bausch within thirty (30) calendar days of the court's final determination in accordance with that determination.

IX. Payment of Expenses

A. Bausch agrees to permit use of a maximum of USD $250,000 of the Settlement Fund toward (i) the cost of providing notice to those on whose behalf the Attorneys General assert claims, and (ii) the costs of administration of the Settlement Fund prior to Final Court Approval after the State Settlement Amount is paid into the Escrow Account. To the extent such expenses have been actually incurred or paid for notice and administration costs, those notice and administration expenses (up to the maximum of USD $250,000 from the Settlement Fund) are not recoupable if this settlement does not become final or is terminated. The Escrow Agent shall return all remaining portions of the Settlement Fund (net of costs incurred and

expended in accordance with Paragraph VIII.D and including interest accrued) to Bausch should this Agreement not receive Final Court Approval. Bausch shall not be liable for any of the costs or expenses of the litigation incurred by Attorneys General in the Actions 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, or for the claims administration process under this Agreement and costs, except to the extent that any such costs or expenses are awarded from the Settlement Fund by court order.

X. The Settlement Fund

A. The State Releasors shall look solely to the Settlement Fund for settlement and satisfaction against the Bausch Releasees of all Released Claims and shall have no other recovery against Bausch or any of the Bausch Releasees for any Released Claims.

B. 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 court. In no event shall Bausch or any Bausch Releasee 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.

XI. Rescission If Agreement Is Not Approved or Final Judgment Is Not Entered

A. In the event that the court fails to grant Final Court Approval to this Agreement, then the Parties shall in good faith seek to agree on revisions to this Agreement that would remedy any issues preventing Final Court Approval while retaining the spirit of the Agreement. If they are unable to come to agreement on such revisions, despite their good faith efforts, they shall each have the option to rescind this Agreement.

B. Written notice of the exercise of any right to rescind provided for under this Section XI shall be made according to the terms herein.

C. In the event that this Agreement does not receive Final Court Approval, or this Agreement otherwise is terminated or rescinded by any party under any provision herein, then: (i) this Agreement shall be of no force or effect, except as expressly provided in Paragraph XI.A and XI.B or other portions of this Agreement; (ii) the Settlement Fund (with any interest accrued thereon) shall be returned forthwith to Bausch less only disbursements made in accordance with Section VIII and Section IX of this Agreement (and as otherwise consistent with Paragraph VIII.F); and (iii) Bausch shall be entitled to any tax refunds owing to the Settlement Fund. At the request of Bausch, and at Bausch's expense the Attorneys General shall cause to be filed claims for any tax refunds owed to the Settlement Fund and pay the proceeds, after deduction of any fees and expenses incurred with filing such claims for tax refunds, to Bausch. All expressly reserve all of their rights, claims and defenses if this Agreement does not receive Final Court Approval or is otherwise terminated or rescinded.

D. Further, and in any event, Bausch and the Attorneys General agree that this

Agreement, whether or not it receives Final Court Approval or is otherwise terminated or rescinded by any Party under any provision herein, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of (i) any violation of any statute or law or of any liability or wrongdoing whatsoever by Bausch or any other Bausch Releasee, or (ii) the truth of any of the claims or allegations contained in the Actions or any other pleading filed in a case ever pending in any related federal or state court proceeding, including any action consolidated for pretrial purposes in the MDL. Evidence derived from this Agreement, and any and all negotiations, documents, and discussions associated with it shall not be discoverable or used in any way, whether in the Action or in any other action or proceeding, against Bausch or other Bausch Releasee (except to enforce this Agreement).

XII. Notice

A. Notice to Bausch pursuant to this Settlement Agreement shall be sent by registered United States mail, return receipt requested, and electronic mail to:

Robin D. Adelstein
Mark A. Robertson
Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, NY 10019
robin.adelstein@nortonrosefulbright.com
mark.robertson@nortonrosefulbright.com

Bausch Health US, LLC
Attn: General Counsel
400 Somerset Corporate Blvd.
Bridgewater, NJ 08807

B. Notice to Attorneys General pursuant to this Settlement Agreement shall be sent by registered United States mail return receipt requested and electronic mail to:

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

Liaison Counsel for the States

Christopher Teters
Assistant Attorney General, Public Protection Division
Office of the Attorney General of Kansas

120 SW 10th Avenue, 2nd Floor
Topeka, Kansas 66612-1597
Office: 785-296-3751
Fax: 785-291-3699
chris.teters@ag.ks.gov

Counsel for Kansas

XIII. Miscellaneous

A. This Agreement shall not be deemed or construed to be an admission of liability or of any violation of any statute or law or of any wrongdoing by the Bausch Releasees. Nor shall this Agreement be deemed as an admission by the Bausch Releasees of any of the allegations or claims by the Attorneys General. Nor shall the Agreement be used as an admission as to the strength or weakness of any party's claims or defenses. This Agreement may not be used by the Attorneys General or anyone else in any pending or future civil, criminal, or administrative action or proceeding against the Bausch Releasees, except in a proceeding or action to enforce this Agreement.

B. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument, and a facsimile signature or PDF signature transmitted by email shall be deemed an original signature for purposes of executing this Agreement. In addition, the state Medicaid agencies listed on Appendix A will sign on a separate form, unless otherwise agreed-to in writing by Bausch.

C. This Agreement comprises the entire agreement between 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. 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 may 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 by a writing signed by all of the parties.

E. None of the parties to this Agreement shall be considered to be the drafter of this Agreement or any of its provisions 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 of this Agreement.

F. The terms of the Agreement shall control in the event there are any conflicting

terms in any related document.

G. 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 California and Bausch or by their authorized representatives.

H. The captions 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.

I. Where this Agreement requires either Party to provide notice or any other communication or document to the other, such notice shall be in writing, and shall be provided as set forth in Section XII.

J. This Agreement shall be governed by, construed by, and enforced in accordance with 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. The parties agree that any and all matters or disputes arising out of this Agreement and asserted by or against the Attorneys General shall lie in the United States District Court for the District of Connecticut.

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

IT IS HEREBY AGREED by the undersigned as of:

NORTON ROSE FULBRIGHT US LLP

By: _____ Date: September 30, 2025

Robin D. Adelstein
Mark A. Robertson
Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, NY 10019
robin.adelstein@nortonrosefulbright.com
mark.robertson@nortonrosefulbright.com
Counsel for Bausch Health Americas, Inc. and Bausch Health US, LLC

Exhibit 2

Case Nos.

3:16-cv-02056-MPS

3:19-cv-00710-MPS

3:20-cv-00802-MPS

Execution Copy
Covered by FRE 408

SETTLEMENT AGREEMENT BETWEEN THE IDENTIFIED STATES AND DEFENDANT LANNETT COMPANY, INC.

This Settlement Agreement and Stipulated Order ("Settlement Agreement") is made and entered into this __ day of ___ 2025 ("Execution Date"), by and among Lannett Company, Inc. ("Lannett") and the States (as defined below), by and through their respective Attorneys General from the jurisdictions of:

> 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 (collectively, the 'States" and individually, a "State").

Lannett and the States shall collectively be referred to as the "Parties."

WHEREAS, the States are prosecuting claims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724;

WHEREAS, the States allege in the Action that Lannett violated various antitrust and consumer protection laws by price-fixing and allocating markets for specified drugs;

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

WHEREAS, nothing in this Settlement Agreement will be construed as a finding or admission of any violation of law on the part of Lannett, but rather that from Lannett's perspective,

Lannett is entering into this Settlement Agreement to avoid the inconvenience and expense of litigation.

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

WHEREAS, the States have concluded that it is in the best interest of the States to enter into this Settlement Agreement;

WHEREAS, Lannett has concluded that it is in the best interest of Lannett to enter into this Settlement Agreement;

NOW, THEREFORE, in exchange for the mutual obligations described below, the States and Lannett hereby enter into this Settlement Agreement on the following terms and conditions:

I. DEFINITIONS

As used in this Settlement Agreement:

A. "Complaints" mean the operative complaints filed in the Action.

B. "Costs Account" means an account within the Escrow Account (defined below) that, as funds are received pursuant to Paragraph III(A) will hold up to $4,050,000 (30% of $13,500,000) plus accruing Interest (defined below), which the Escrow Agent (defined below) will hold in escrow and use to pay for Settlement Administration Costs and, upon final approval of the Settlement Agreement, for fees and costs of litigating the States' claims, subject to approval of the District Court. To the extent that monies in the Cost 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.

C. "Default" means (i) Lannett's failure to make a payment in accordance with III.A, which failure remains uncured ten (10) business days after receipt of written notice of such failure from the States to Lannett, or (ii) Lannett's filing for bankruptcy protection or otherwise admitting in writing its inability to pay its debts as they become due.

D. "Effective Date" means the date on which a Final Approval Order is entered by the District Court.

E. "Eligible Consumers" mean 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 through insurance, paid a co-pay, deductible, or co-insurance payment, and for whom an Attorney General can seek damages, restitution, or disgorgement in a law enforcement capacity, whether it be *parens patriae,* representative, or other capacity, in this Action.

F. "Eligible Corporate Entities" means corporate (and other business) entities for which the Attorneys General in Idaho and Washington have asserted an exclusive claim in the Action whether pursuant to the Attorneys General's *parens patriae* action or otherwise.

G. "Enforcement Period" means a 10-year period from the execution of this Settlement Agreement, for purposes of Section X.

H. "Escrow Account" means the designated escrow account established and maintained by Huntington Bank (the "Escrow Agent") for the purpose of depositing and disbursing Annual Payments.

I. "Final Approval Order" means the order to be entered by the United States District Court for Connecticut or any other presiding federal District Court (the "District Court") that grants final approval of this Settlement Agreement and dismisses the Action with prejudice. The Parties intend that the Final Approval Order will include: (1) an affirmance by the District Court that the Notice Plan (as defined below) has been completed; (2) a determination by the District Court that the Settlement Agreement is approved finally as fair, reasonable, and adequate for Eligible Consumers and any other entities on whose behalf the States are settling and releasing their claims for which such approval is needed; and (3) dismissal of the Action against Lannett with prejudice; (3) an order from the District Court that the monies in the Restitution Account (as defined below) be held in escrow for later distribution pursuant to a District Court-approved distribution plan for Eligible Consumers, as well as Medicaid agencies and non-Medicaid state agencies, whose claims are being released; and (4) an order from the District Court that monies in the Costs Account are to be disbursed to the States.

J. "Interest Payment" means the amount of interest calculated at an annual rate of eight percent (8%) on the outstanding principal balance each year in accordance with the terms set forth herein.

K. "Lannett" means Lannett Company, Inc., any joint venture, subsidiary, division, group, or affiliate controlled currently or in the future by Lannett Company, Inc., their successors and assigns, and the respective directors, officers, employees, agents, and representatives acting on behalf of each.

L. "Lannett Board of Directors" means Lannett's board of directors or equivalent governing body.

M. "Local Entity(ies)" means any county, city, town, or other local governmental entity.

N. "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 (except for Eligible Consumers and Corporate Entities in Washington) 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.

O. "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 as fair, reasonable, and adequate and in the best interests of Eligible Consumers and Eligible Corporate Entities and any other entities on whose behalf the States are settling and releasing their claims and for which such approval is needed; and (2) approval of the Notice Plan.

P. "Related Cases" means any case in or coordinated with MDL 2724 (E.D. Pa.).

Q. "Released Parties" means Lannett and all its current and former employees, personnel, agents, directors, contractors, equity holders, creditors, and representatives, individually and collectively.

R. "Restitution Account" means an account within the Escrow Account that as funds are received pursuant to Paragraph III(A) will hold up to $9,720,000 (70% of $13,500,000 plus

100% of the $270,000 for Eligible Corporate Entities) plus accruing Interest , which the Escrow Agent will hold in escrow for later distribution to victims of the anticompetitive acts alleged by the States, including Eligible Consumers, Eligible Corporate Entities, Medicaid state agencies, and other state agencies whose claims are being released by the States. These amounts are intended to compensate these persons and entities for excess payments they made as the result of the alleged anticompetitive acts described in the Complaints.

S. "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 information and providing notice directly to Eligible Consumers 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. Such Settlement Administration Costs expressly include those fees or costs payable to the settlement administrator appointed by the States.

II. STIPULATIONS

A. The States stipulate that they will not commence or otherwise pursue litigation or any other proceedings against the Released Parties asserting, or seeking remedies based on, Released and Resolved Claims (defined below). The States retain the right to reinstate the Released and Resolved Claims in bankruptcy if Lannett does not make the Settlement Payment as required under this Settlement Agreement and Lannett files for bankruptcy.

B. Upon entry of the Final Approval Order by the Court, the Complaints shall be deemed dismissed with prejudice against Lannett although the Court will retain jurisdiction for

purposes of resolving any disputes regarding the Settlement Agreement and enforcement of the Settlement and Final Approval Order.

III. SETTLEMENT PAYMENT

Lannett shall pay to the States $13,500,000, plus $270,000 for Eligible Corporate Entities, for a total of $13,770,000 (the "Settlement Payment") and no other monetary consideration. The payment shall be made in accordance with the following terms:

A. **Payment Schedule.** The Settlement Payment shall be paid in equal annual installments over a period of six (6) years (each, an "Annual Payment"). The first Annual Payment shall be due thirty (30) days after entry of the Preliminary Approval Order and each subsequent Annual Payment shall be due on the later of (i) the anniversary of the first payment date or (ii) the anniversary of the date of the Final Approval Order.

B. **Deposit Account**: The Annual Payments and the Interest Payments shall be deposited into the Escrow Account. For the avoidance of doubt, 70% of the $13,500,000 and 100% of the $270,000 for Eligible Corporate Entities shall be deposited into a 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 agencies) and the remainder shall be deposited into the Costs Account for attorneys' fees and costs.

C. **Interest Payment**: In addition to the principal amount, Lannett shall pay interest on the outstanding balance at an annual rate of 8%. "Interest" shall be the amount calculated by multiplying .08 by the remaining unpaid balance at the time of each year's Annual Payment. The Interest so calculated shall be added to the Annual Payment each year.

D. **Use of Settlement Payment**. 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 that may include any subsequent settlements. 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. **Acceleration Clause.** Lannett warrants that, as of the date of this Settlement Agreement, it is not insolvent, nor will its Settlement Payment render it insolvent within the meaning of or for the purposes of the United States Bankruptcy Code. In the event of a Default by Lannett, all remaining payments due under this Agreement shall become immediately due and payable. Lannett agrees that the States shall have the right to pursue all available legal remedies to collect the accelerated amount (consistent with applicable Bankruptcy law in the case of a bankruptcy filing), including but not limited to, filing a confession of judgment or stipulation for entry of judgment as set forth below. Notwithstanding anything to the contrary in this Settlement Agreement, Lannett may at any time, and in its sole discretion, pay a portion or the full amount of any remaining balance due on the Settlement Payment early, without incurring a pre-payment

penalty, after providing at least ten (10) calendar days prior written notice to the States, and after adjusting the interest calculation according to the amount and date of payment.

F. **Identification of Assets and Liens.** Lannett shall, within sixty (60) days after the date the Final Approval Order is entered, provide the States with a confidential comprehensive written statement that consists of identification of material assets and material liens ("Asset Information") and shall respond to reasonable questions about the Asset Information. In the event that there is a material change in the Asset Information, Lannett shall, within thirty (30) days after such material change, provide the States with an updated statement of Asset Information. Lannett shall also make commercially reasonable efforts to notify the States 90 days prior to any filing for bankruptcy and such notice may be used by the States to trigger the acceleration of all remaining payments due under this Settlement Agreement, the confession of judgment or the entry of a stipulated entry of judgment, and the entry of liens. In the event that there is a Default by Lannett, thereby triggering the acceleration of all remaining payments due under this Agreement, Lannett shall, within thirty (30) days after such Default, provide the States with a final comprehensive and detailed written statement identifying then-current Asset Information. Lannett agrees not to argue that any liens properly imposed by the States pursuant to the acceleration of remaining payments and the confession of judgment constitute an avoidable preference.

G. **Confession of Judgment or Stipulated Entry of Judgment.** In the event of a Default, Lannett hereby irrevocably authorizes any attorney to appear in any court of competent jurisdiction and confess judgment against Lannett in favor of the States, or enter the stipulated entry of judgment, for the full remaining amount due under this Settlement Agreement, including any accelerated amounts, plus interest, costs, and reasonable attorney's fees less all amounts paid by Lannett to date. Lannett waives all rights to notice, hearing, and appeal, and consents to the

immediate entry of judgment upon Default. This confession of judgment or stipulated entry of judgment is intended to be a final and binding resolution of any disputes arising under this Settlement Agreement as to the payments of monies required under this Settlement Agreement and is attached as Exhibit A (confession of judgment) and Exhibit B (stipulated entry of judgment).

H. **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 Settlement Agreement, and any order or proceedings relating to any distribution plan shall not operate to terminate or cancel the Settlement Agreement or affect the finality of the Final Approval Order, or any other orders entered pursuant to this Settlement Agreement. If the District Court denies final approval of this Settlement Agreement, this Settlement Agreement shall be null and void and any portion of the Settlement Payment made by Lannett, less any amounts expended for Settlement Administration Costs, including up to 30% of the first payment of any amounts expended for notice costs, shall upon request from Lannett be refunded to Lannett within five (5) business days.

IV. RELEASED AND RESOLVED CLAIMS

A. **Release.** As permitted by law, the States release the Released Parties from any and all claims that the States brought or could have brought against the Released Parties (except on behalf of Local Entities) or any other defendant in the Action brought by States relating to the drugs specified in the Action based on the conduct alleged in the Action, including but not limited to antitrust, consumer protection, fraud or false claims act, "overarching conspiracy," unjust enrichment and disgorgement claims through and including the date of this Release.[1] The claims released are collectively referred to as "Released Claims."

[1] For clarity, the exclusive claims asserted by Idaho and Washington on behalf of Eligible Corporate Entities are subject to this Release and within the definition of Released Claims. The non-exclusive claims asserted by other

B. **Covenant Not to Sue.** Each State hereby covenants and agrees that it shall not sue or otherwise seek to establish or impose liability, in any capacity and on behalf of itself or any other person or entity, including Local Entities, or class thereof against any Released Party based, in whole or in part, on any of the Released Claims.[2] The Released Claims and the claims covered by this Covenant Not to Sue are collectively referred to as the "Released and Resolved Claims."

C. **Exclusions.** Notwithstanding any term in this Settlement Agreement, Released and Resolved Claims specifically do not include claims unrelated to competition, including

1. Any civil or administrative tax or other liability under state revenue codes;

2. Exclusion from a State's Medicaid program as prescribed by federal or state law;

3. Any civil or administrative liability related to a State's Medicaid program under any statute, regulation, or rule for any conduct other than the conduct alleged in the Complaints, including, but not limited to, state or federal false claims act, anti-kickback or off-label marketing violations for the specified drugs;

4. Any criminal liability;

5. Any breach of contract or any liability for expressed or implied warranty claims or other liability for defective or deficient products and services provided by Lannett;

States to recover damages or restitution for corporate entities are subject to the Covenant Not To Sue in IV.B of this Settlement Agreement. For those States, 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 filed on their behalf in another court. The Attorneys General also covenant not to sue the Defendants in any capacity to recover disgorgement against the Defendants that would involve overcharges to corporate entities in their states.

[2] For clarity, as noted in the prior footnote, non-exclusive claims for damages or restitution filed by the States other than Idaho and Washington on behalf of corporate entities are subject to this covenant not to sue. Those States other than Idaho and Washington covenant not to sue Lannett on behalf of such corporate entities seeking damages, restitution, disgorgement, or any remedy based on the Released Claims, and agree to the dismissal of their claims on behalf of such corporate 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 alleged in the Action); and

7. Any securities-related liability.

D. **Preservation of Claims against Other Defendants**. Lannett's sales of drugs specified in the Action shall, to the extent permitted or authorized by law, remain in the Action against other defendants in the Action as a potential basis for restitution and other monetary claims and shall be asserted as a part of any joint and several liability claims against other defendants in the Action or against other persons other than the Released Parties.

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

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

and 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 Settlement 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.

F. **Res Judicata**. This Settlement Agreement shall be deemed to have rendered any Released Claim as res judicata as to the States only.

G. **Motions Practice**. As of the Execution Date, the Parties shall all suspend all discovery and motion practice in the Action and therefore, neither Lannett nor the States shall file motions against the other after the Execution Date and before the date of the Final Approval Order. For the avoidance of doubt, the States may continue to attend depositions of current and former Lannett employees and may question those employees as it relates to the prosecution of claims against other defendants in the Action. Counsel for Lannett may likewise continue to attend depositions of current and former employees of the States and of any other individuals represented by the States, and may question those individuals as it relates to Lannett's defense of claims brought by MDL plaintiffs.

V. REQUESTS FOR APPROVAL AND NOTICE

The States intend to seek approval from the District Court for the actions that the Parties contemplate for use of the Settlement Payment, including the contemplated later distribution of settlement proceeds to Eligible Consumers, Eligible Corporate Entities, and other entities being released by the States to the extent that such approval is required. The States will file a motion for preliminary approval of the Settlement Agreement within thirty (30) days after the Execution Date. The States will provide a copy of such motion (including all exhibits and attachments to such motion) to Lannett in advance of filing.

The States shall disseminate notice of the potential approval of this Settlement Agreement according to the Notice Plan to potentially affected Eligible Consumers, Eligible Corporate Entities, and to the extent required, other entities being released by the States in the manner and within the time directed by the District Court.

The States shall file with the District Court and as directed by 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 a copy of such motion (including all exhibits and attachments to such motion) to Lannett.

VI. QUALIFIED SETTLEMENT FUND

A. The Escrow Account (a "Settlement Fund") will be established by order of the District Court at Huntington Bank with such bank serving as escrow agent ("Escrow Agent") subject to one or more escrow agreements mutually acceptable to the Parties. The Settlement Fund is established to resolve and satisfy one or more claims described in this Settlement Agreement, and each shall be subject to the District Court's continuing supervision and control. In addition, the Attorneys General shall make such elections as necessary or advisable to carry out the provisions of this Section. Such elections shall be made in compliance with the procedures and requirements contained in any applicable regulations.

B. The Parties intend that the Settlement Fund shall be a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, shall act in a manner consistent with the treatment of the Settlement Fund as such a qualified settlement 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 Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1.

The administrators for the State Escrow shall be California, New York and Ohio (each, in such capacity, an "Administrator"). The Administrator shall cause the timely and proper filing of all informational and other tax returns necessary or advisable with respect to the applicable Settlement Fund (including without limitation the returns described in Treasury Regulation §§ 1.468B-2(k)(1) and (l)(2)). The Administrator 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 settlement fund from the earliest permitted date. It shall be the responsibility of the Administrator 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. The Escrow Agent shall cause the Settlement Fund to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively, by Moody's Investor Services and Standard and Poor's, invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates. Lannett 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 and shall remain subject to the jurisdiction of the District Court, until such time as the funds therein shall be distributed pursuant to this Settlement Agreement or further order(s) of the District Court.

D. All (i) 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 Lannett with respect to income earned on a Settlement Fund for any period during

which such Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes ("Taxes"); and (ii) 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. The Escrow Agent and Attorneys General respectively shall indemnify and hold the Released Parties harmless for Taxes and Tax Expenses (including taxes payable by reason of such indemnification). 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 Administrator out of the Settlement Fund without prior order from the District Court and the Administrator 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)). Lannett shall not be responsible or have any liability therefore or 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 VI.E.

VII. REASONABLE COOPERATION

Lannett agrees to provide reasonable cooperation to the States in connection with the prosecution of the Action against other defendants as set forth herein. The cooperation to be provided under this Agreement shall otherwise be reasonable and shall not impose undue burden and expense on Lannett. Subject to these limitations, Lannett shall provide reasonable cooperation to the States, and their respective counsel, as a condition of this Settlement Agreement, which include the following:

A. Reasonable efforts to assist the States to understand data produced by Lannett, 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, and to provide additional data as may be reasonably necessary.

B. Reasonable efforts to authenticate and lay the foundation to admit as business records or other hearsay exceptions or nonhearsay any documents identified by the States for use in the Action.

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

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

E. Reasonable efforts to provide access to persons identified in (C) and (G) for interviews, to the extent not already provided.

F. Production of witnesses identified in (C) and (G) for testimony at trial to the extent that such witnesses are under Lannett's control, and reasonable efforts to produce for testimony at trial witnesses not under Lannett's control. Lannett will notify the States as reasonably in advance as feasible if any individual who the States have identified to Lannett as a potential witness has a change in status with regards to being under Lannett's control.

G. Identification of persons at Lannett who are likely to have relevant information concerning Lannett's pricing information contained in other defendants' documents, and the accuracy of this information, for drugs named in the Complaints.

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

VIII. NO ADMISSION

Neither the settlement, the Settlement Payment, nor the Settlement Agreement shall be used or construed by any person as an admission of liability by Lannett to any party or person or be deemed evidence of any violation of any statute or law or admission of any liability or wrongdoing by the Released Parties, or of the truth of any of the claims or allegations asserted against Lannett in any other case.

IX. BENEFIT AND BINDING EFFECT

The terms of this Settlement Agreement shall be binding on and shall inure to the benefit of the Parties and their successors. The Parties do not intend this Settlement Agreement, or any part hereof, or any aspect of the settlement or the releases, 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.

X. INJUNCTIVE RELIEF.

A. **Legal Compliance and Prospective Injunctive Relief** Lannett covenants that it, along with its current directors, officers, and employees shall not, directly or indirectly, maintain, solicit, suggest, advocate, discuss or carry out any unlawful agreement with any actual or potential competitor in the generic pharmaceutical industry to: (a) fix prices for generic pharmaceuticals; (b) submit courtesy, cover, or otherwise non-competitive, bids or proposals for the supply, distribution or sale of generic pharmaceuticals; (c) refrain from bidding on, or submitting proposals for, the supply, distribution, or sale of generic pharmaceuticals; or (d) allocate customers for the sale of generic pharmaceuticals for the Enforcement Period. These covenants are a material term of this Settlement Agreement.

B. The Parties agree that the covenants in the (i) Legal Compliance and Prospective Injunctive Relief Section and (ii) Business Reforms Section shall be enforceable upon execution of the Settlement Agreement. The covenants shall further be implemented as part of the District Court's approval of the Settlement 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.

C. **Business Reforms**. Lannett represents to the States that it has implemented, and shall continue to maintain during the Enforcement Period, a written "Antitrust Compliance Manual," on which all current Lannett employees have been trained, including its employees engaged in activities relating to the pricing or sale of generic pharmaceuticals. Each Lannett employee is required to sign an acknowledgment form stating that they have read, and will abide

by, the Antitrust Compliance Manual. Lannett also implemented, and will continue to conduct during the Enforcement Period, periodic antitrust training sessions for its employees at least once per year. Such antitrust training has been delivered by an attorney with relevant experience in the field of antitrust law, and Lannett keeps attendance at each training session to ensure that all employees receive the training. Lannett has developed effective lines of communication for its employees engaged in activities relating to the pricing or sale of generic pharmaceuticals, and Lannett's training sessions, and the Antitrust Compliance Manual, include clear instructions to those attending that, if they identify any problematic conduct undertaken by any Lannett employee that might violate the antitrust laws, they are required to contact Lannett's General Counsel and the Chief Compliance Officer. Lannett's training sessions, and the Antitrust Compliance Manual, also make clear the consequences of antitrust violations.

D. **Chief Compliance Officer.** During the enforcement period, Lannett shall appoint and maintain a Chief Compliance Officer, who serves to enforce Lannett's Antitrust Compliance Manual and monitor Lannett's employees to ensure that there are no further violations of the antitrust laws during the Enforcement Period. The Chief Compliance Officer shall advise and report to Lannett's Board of Directors, and shall be responsible for ensuring Lannett's performance of the following:

1. Furnishing a copy of this Settlement Agreement, within thirty (30) days after the entry of the Final Approval Order, to each member of Lannett's Board of Directors, to its Chief Executive Officer, to each of its Senior Vice-Presidents, and to each of Lannett's employees engaged, in whole or in part, in activities relating to the pricing or sale of generic pharmaceuticals;

2. Furnishing a copy of this Settlement 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 continue to conduct comprehensive and effective antitrust training for Lannett employees engaged in activities relating to the pricing or sale of generic pharmaceuticals on an annual basis.

Upon discovery or receipt by Lannett's General Counsel or Chief Compliance Officer of a credible notification of a potential violation of the covenants in this Section or the Legal Compliance and Prospective Injunctive Relief Section of this Agreement, and following reasonable investigation of such notification, Lannett shall take appropriate action to: (a) immediately terminate or modify Lannett's conduct to assure continued compliance with this Settlement Agreement (if necessary); and (b) within thirty (30) business days of such discovery or receipt of credible information suggesting an actual or potential violation of this Settlement Agreement, provide to the designated Representative States in writing, a description of the actual or potential violation and the corrective actions taken (if any).

E. **Reporting.** Lannett will provide an annual report to the States as to its compliance program, by email to up to four designated contacts identified in advance by the States. That report shall:

1. Specify any changes to Lannett's Antitrust Compliance Manual 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 sales officers and employees, and any other officers and employees involved in

pricing, have attended Lannett's compliance training within the past 12 months.

2. Confirm that Lannett is in substantial compliance with Lannett's Antitrust Compliance Manual and the requirements of this Section, and

3. Confirm that no potential antitrust violations have been identified or provide a brief description of any potential antitrust violations discovered and all actions take to address such antitrust violations.

F. **Confidentiality.** All reports that Lannett provides to the States under Section X.E. 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.[3]

XI. MISCELLANEOUS

A. **Representative States.** Connecticut and Kansas (the "Representative States") are expressly authorized by the States to take all appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms in consultation with the States.

B. **Authority.** Each counsel or other person executing this Settlement Agreement on behalf of any Party warrants that such person has full authority to do so.

C. **Entire Agreement.** This Settlement Agreement contains the entire agreement and understanding of the Parties. There are no additional promises or terms of this Settlement Agreement other than those contained herein. This Settlement Agreement shall not be modified except in writing signed by the Parties' authorized representatives. Each of the Parties hereto participated materially in the drafting of this Settlement Agreement. None of the Parties hereto

[3] 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.

shall be considered the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter thereof. The terms of this Settlement Agreement shall control in the event there are any conflicting terms in any related document.

D. **Dates and Times.** All dates and time periods in this Settlement 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 Liaison Counsel for the States and Lannett or by their authorized representatives.

E. **Case Captions.** The captions contained in this Settlement Agreement are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Settlement Agreement or the intent of any provision hereof.

F. **Choice of Law**. The Settlement Agreement and any related documents shall be subject to, governed and construed, interpreted, and enforced, pursuant to the laws of the State of Connecticut, without regard to choice of law principles.

G. **Choice of Venue**. Lannett irrevocably consents to the venue of the United States District Court in which the Action is pending, currently the District of Connecticut, in any action or proceeding to enforce the obligations contained in this Settlement Agreement. The District Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement Agreement, and all States and Lannett hereby submit to the exclusive jurisdiction of the District Court for purposes of implementing and enforcing this Settlement Agreement.

H. **Service**. Service of any summons or complaint, and any other process which may be served on Lannett may be made by mailing via registered mail or delivering a copy of such process to Lannett's counsel in the Action. Any and all notices, requests, consents, directives, or

communications by any Party intended for any other Party shall be in writing and shall, unless expressly provided otherwise be provided by United States mail and electronic mail to:

For the States:

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

Liaison Counsel for the States

Christopher Teters
Assistant Attorney General, Public Protection Division
Office of the Attorney General of Kansas
120 SW 10th Avenue, 2nd Floor
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Office: 785-296-3751
Fax: 785-291-3699
chris.teters@ag.ks.gov

Counsel for Kansas

For Lannett:

George G. Gordon
Dechert LLP
Cira Centre
2929 Arch Street
Philadelphia, PA 19104
Phone: 215-994-4000
Email: george.gordon@dechert.com

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

I. **Counterparts**. This Settlement 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 Settlement Agreement may be delivered by email of PDF files.

Signed:

_____

George G. Gordon
DECHERT LLP
Cira Centre
2929 Arch Street
Philadelphia, PA 19104
Phone: 215-994-4000
Email: george.gordon@dechert.com

Counsel for Lannett Company, Inc.

Dated: 1/29/26

_____

Nicole Demers
Deputy Associate Attorney General/Chief of the Antitrust Section
Office of the Attorney General of Connecticut
165 Capitol Avenue
Hartford, CT 06106
860-808-5202
860-808-5030

Execution Copy
Covered by FRE 408

nicole.demers@ct.gov

Liaison Counsel for the States

Date: _____

STEPHEN J. COX
Attorney General

/s/ Jeff Pickett
Jeff Pickett
Senior Assistant Attorney General
State of Alaska Department of Law
1031 W. 4th Ave., Suite 200
Anchorage, AK 99501
Phone: (907) 269-5275

Counsel for the State of Alaska

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR ALASKA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of ALASKA (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: **11/5/2025**

Signature: Heather M Nobrega

Name: Heather M. Nobrega

Position/Title: Director

Alaska Medicaid Fraud Control Unit

Robert A. Bernheim
Unit Chief Counsel
Antitrust & Privacy Unit
Office of the Arizona Attorney General
400 W. Congress, Ste. S-315
Tucson, AZ 85701
(520) 628-6507
Robert.Bernheim@azag.gov

Counsel for the State of Arizona

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR ARIZONA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Arizona (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: **1-17-25**

Signature: 

Name: Steve Duplissis

Position/Title: Arizona Medicaid Fraud Control Unit Director

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

Attorney for the State of California

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR CALIFORNIA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of California (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: November 18, 2025

Randal L. Glaser
Supervising Deputy Attorney General
California Department of Justice
Division of Medi-Cal Fraud and Elder Abuse

/s/ Stephen T. Anson
Stephen T. Anson
Assistant Attorney General
Office of the Attorney General
Commonwealth of the Northern Mariana Islands
2nd Floor Hon. Juan A. Sablan Memorial Building
Caller Box 10007, Capitol Hill
Saipan, MP 96950
Tel: 670-237-7500
Stephen_anson@cnmioag.org

Counsel for the Commonwealth of the Northern Mariana Islands

PHILIP J. WEISER
Attorney General

/s/ Robin E. Alexander
Robin E. Alexander, 48345*
Elizabeth W. Hereford, 58252*
Assistant Attorneys General
Colorado Department of Law
1300 Broadway, 10th Floor
Denver, CO 80203
Phone: (720) 508-6000

Counsel for the State of Colorado

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR COLORADO
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Colorado (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: _11/10/2025___

Signature: 

Name: Rebecca S. Weber

Position/Title: First Assistant Attorney General

Medicaid Fraud, Abuse & Neglect Unit

STATE OF CONNECTICUT
WILLIAM TONG
ATTORNEY GENERAL

/s/ Nicole Demers
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
nicole.demers@ct.gov

Counsel for the State of Connecticut

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR CONNECTICUT
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Connecticut (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: **11/20/2025**

Signature: 

Name: Marjorie Sozanski

Position/Title: Supervisory Assistant State's Attorney
Director of the Connecticut Medicaid Control Unit

/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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR DISTRICT OF COLUMBIA RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the District of Columbia (the "District") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/20/2025

Signature: LaVan Griffith

Name: LaVan Griffith

Position/Title: Director, MFCU

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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR DELAWARE
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Delaware (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/14/25 Signature: */s/Stephen McDonald*

Name: Stephen McDonald

Position/Title: Deputy Attorney General/MFCU Director

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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR FLORIDA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Florida (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: **1/13/2026**

Signature: 

Name: David Dewhirst

Position/Title: Chief Deputy Attorney General

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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR GEORGIA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Georgia (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/7/25

Signature: Jim Mooney

Name: Jim Mooney

Position/Title: Deputy Attorney General

Director, Georgia MFPPD

/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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR IOWA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Iowa (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/12/2025

Signature: Tricia Dieleman

Name: Tricia Dieleman

Position/Title: Assistant Attorney General for the Iowa MFCU

Iowa Attorney General's Office & Medicaid Fraud Control Unit

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

STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
RAÚL R. LABRADOR

November 7, 2025

VIA EMAIL: Hamad.Qazi@doj.ca.gov, and Anushka.Silva@doj.ca.gov

Re: Settlement Agreement with Lannett Company-1301 (NAMFCU #1301)

Dear Hamad and Anushka:

Enclosed is the dated and signed MFCU Signature Page for the State of Idaho.

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

Respectfully,

Ashley Klenski, Director
Medicaid Fraud Control Unit

AK:kcb
Enclosure

Criminal Law Division
P.O. Box 83720, Boise, Idaho 83720-0010
Telephone: (208) 334-2400, FAX: (208) 854-8074
Located at 700 W. State Street
Joe R. Williams Building, 4th Floor

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR IDHAO
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Idaho (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/07/2025

Signature: 

Name: Ashley Klenski

Position/Title: Director, Medicaid Fraud Control Unit

Office of Idaho Attorney General

/s/ *Brian M. Yost*
Brian M. Yost
Assistant Attorney General, Antitrust Bureau
Office of the Illinois Attorney General
115 S. LaSalle St.
Chicago, IL 60603
(872) 276-3598
Brian.Yost@ilag.gov

Counsel for the State of Illinois

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR ILLINOIS
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of ILLINOIS (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/4/25

Signature: Heather D'Orazio

Name: Heather Tullio D'Orazio

Position/Title: Director, IL Medicaid Fraud Control Unit

/s/ Tamara Weaver
Tamara Weaver
Deputy Attorney General
Office of the Indiana Attorney General
Indiana Government Center South – 5th Fl.
302 W. Washington Street
Indianapolis, IN 46204-2770
Phone: (317) 234-7122
Email: Tamara.Weaver@atg.in.gov

Counsel for the State of Indiana

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR INDIANA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Indiana (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/20/2025 Signature: _____

Name: E. Mitchell Roob Jr.

Position/Title: Secretary, Indiana Family and Social Services Administration

/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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR KANSAS

RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Kansas (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 20 Nov 2025 Signature: 

Name: Gregory T. Benefiel

Position/Title: Director, Kansas Medicaid Fraud and Abuse Division
First Assistant Attorney General

Office of the Kansas Attorney General
120 SW 10th Avenue
Topeka, KS 66612

Commonwealth of Kentucky

S/Jonathan E. Farmer
Jonathan E. Farmer
Deputy Executive Director of Consumer Protection
Office of the Attorney General of Kentucky
1024 Capital Center Drive, Suite 200
Frankfort, KY 40601
Tel: 502-696-5448
Fax: 502-573-8317
Jonathan.Farmer@ky.gov

Attorney for the Commonwealth of Kentucky

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR KENTUCKY
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of KENTUCKY (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/26/2025

Signature: Matt Kleinert

Name: Matthew Kleinert

Position/Title: Executive Director

KY MFCU

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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR MASSACHUSETTS
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the Commonwealth of Massachusetts (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/24/25

Signature: 

Name: Kevin Lownds

Position/Title: Chief, Medicaid Fraud Division

Office of the 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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR MARYLAND
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Maryland (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 4 Nov 2025 Signature: W Zak Shirley

Name: W. Zak Shirley

Position/Title: Director

Maryland MFWU

FOR PLAINTIFF 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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR MAINE
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Maine (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/17/2025 Signature: 

William R. Savage
Assistant Attorney General, Director, Healthcare Crimes Unit
OFFICE OF THE ATTORNEY GENERAL

Jonathan Comish
Assistant Attorney General
Michigan Department of Attorney General
Corporate Oversight Division
P.O. Box 30736
Lansing, MI 48909
(517) 335-7632
ComishJ@michigan.gov

Counsel for State of Michigan

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR MICHIGAN
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Michigan (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/25/2025 Signature: _____

Name: DAVID TANAY

Position/Title: DIVISION CHIEF / MFCU DIRECTOR

_____

/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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR MINNESOTA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of MINNESOTA (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: **11-19-25**

Signature: 

Name: Nicholas Wanka

Position/Title: Director, Minnesota Medicaid Fraud Control Unit

Minnesota Attorney General's Office

FOR PLAINTIFF STATE OF MISSISSIPPI
LYNN FITCH, ATTORNEY GENERAL
STATE OF MISSISSIPPI

By: /s/ Tricia L. Beale
Tricia L. Beale (MSB #99113)
Consumer Protection Division
Mississippi Attorney General's Office
1141 Bayview Ave., Suite 402
Biloxi, Mississippi 39530
Telephone: 228-386-4404
tricia.beale@ago.ms.gov

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR [STATE]
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of [STATE] (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/20/25

Signature: Marlin A. Miller

Name: MARLIN A. MILLER

Position/Title: DIRECTOR MFCU, MISSISSIPPI ATTORNEY GENERAL'S OFFICE

/s/ Brent Mead
Brent Mead
Deputy Solicitor General
MONTANA DEPARTMENT OF JUSTICE
215 North Sanders
P.O. Box 200151
Helena, MT 59620-0151
Telephone: (406)444-2026
Email: brent.mead2@mt.gov

Counsel for the State of Montana

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR MONTANA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Montana (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/5/2025 Signature: _____

Name: Jacob Griffith

Position/Title: Director

/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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR
North Carolina
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of North Carolina (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

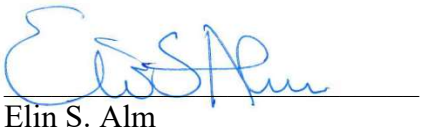
Dated: 11/18/25

Signature: For F. Edward Kirby, Jr.

Name: Steve McCallister for F. Edward Kirby, Jr.

Position/Title: Director, NCDOJ, Medicaid Investigations Division

STATE OF NORTH DA OTA
Drew H. rigley
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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR NORTH DAKOTA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of North Dakota (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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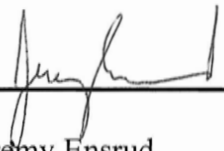
This approval, as limited herein, is conditional upon Execution of the Agreement by the State and the other Parties to the Agreement, and upon the Agreement's approval by a court of proper jurisdiction.

Medicaid Fraud Control Unit

Dated: November 17, 2025

Signature: 

Name: Jeremy Ensrud

Position/Title: Interim Director, Medicaid Fraud Control Unit

Assistant Attorney General

MICHAEL T. HILGERS
ATTORNEY GENERAL

/s/Justin C. McCully
Justin C. McCully
Assistant Attorney General
Nebraska Department of Justice
2115 State Capitol
402-471-9305
Justin.mccully@nebraska.gov

Counsel for the State of Nebraska

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR NEBRASKA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Nebraska (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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Medicaid Fraud Control Unit

Dated: **11-4-2025**

Signature: 

Name: **D. Mark Collins**

Position/Title: Assistant Attorney General

Director, Medicaid Fraud & Patient Abuse Unit

JOHN M. FORMELLA
Attorney General

/s/Alexandra C. Sosnowski
Alexandra C. Sosnowski
Senior Assistant Attorney General
New Hampshire Department of Justice
Consumer Protection and Antitrust Bureau
One Granite Place South
Concord, N.H. 03301
(603) 271-2678
Alexandra.C.Sosnowski@doj.nh.gov

Counsel for the State of New Hampshire

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR NEW HAMPSHIRE
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of New Hampshire (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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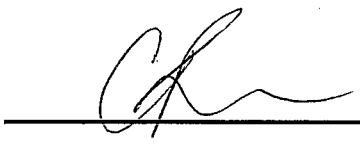
Medicaid Fraud Control Unit

Dated: 1/27/26

Signature: 

Name: Charles O. Bucca

Position/Title: Director, N.H. MFCU

/s/ Yale A. Leber
Yale A. Leber
Deputy Attorney General
Division of Law
Antitrust Litigation and Competition Enforcement
124 Halsey Street
PO Box 45029
Newark, NJ 07101
Tel: (862) 381-4150
Yale.Leber@law.njoag.gov

Counsel for the State of New Jersey

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR NEW JERSEY
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of New Jersey (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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Medicaid Fraud Control Unit

Dated: 11/6/2025

Signature: Heather M. Hadley

Name: Heather M. Hadley

Position/Title: Director, Medicaid Fraud Control Unit

/s/ Anthony R. Juzaitis
Name: Anthony R. Juzaitis
Title: Assistant Attorney General – Deputy Director of Consumer Protection
Agency: New Mexico Department of Justice
Address: 408 Galisteo St., Santa Fe, NM 87501
Phone: (505) 651-7565
Email: AJuzaitis@nmdoj.gov

Counsel for the State of New Mexico

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR NEW MEXICO
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of New Mexico (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

Medicaid Fraud Control Unit

Dated: 11-7-25

Signature: _____

Name: Joseph Martinez

Position/Title: Acting Director

New Mexico Medicaid Fraud Control Unit

/s/Lucas J. Tucker
Lucas J. Tucker
Senior Deputy Attorney General
Office of the Nevada Attorney General
Bureau of Consumer Protection
100 N. Carson Street
Carson City, NV 89701
Tel: (702) 486-3256
Email: ltucker@ag.nv.gov

Counsel for the State of Nevada

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR NEVADA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Nevada (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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Medicaid Fraud Control Unit

Dated: 11-13-25

Signature: _____

Name: ANDREW SCHULKE

Position/Title: CHIEF DEPUTY ATTORNEY GENERAL
MFCU NEVADA

Respectfully submitted,

LETITIA JAMES
Attorney General of the State of New York

CHRISTOPHER D'ANGELO
Chief Deputy Attorney General
Economic Justice Division

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

___/s/ Robert L. Hubbard_____
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 Lannett based on the covered Conduct, as defined in the Agreement.

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR NEW YORK
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of New York (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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Medicaid Fraud Control Unit

Dated: 11/26/25

Signature: 

Name: Paul J. Mahoney

Position/Title: Ass't Deputy Attorney General

New York Medicaid Fraud Control Unit

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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR Ohio RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Ohio (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: **11/10/25**

Signature: 

Name: Benjamin Karrasch

Position/Title: Director-Ohio MFCU

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) 522-0858
Email: Chris.Campbell@oag.ok.gov

Counsel for Plaintiff State of Oklahoma

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR OKLAHOMA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Oklahoma (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

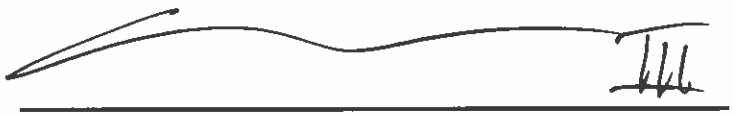
> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/26/25

Signature: 

Name: Charles A. Dickson, III

Position/Title: Director, Medicaid Fraud Control Unit

/s/Gina Ko
Gina Ko
Assistant Attorney General
Oregon Department of Justice
100 SW Market Street
Portland, Oregon 97201
Telephone: (971) 673-1880
Email: gina.ko@doj.oregon.gov

Counsel for the State of Oregon

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR OREGON
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of OREGON (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/17/25

Signature: 

Name: Sheen Y. Wu

Position/Title: Director/Attorney in Charge

Oregon DOJ - MFCU

/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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR PENNSYLVANIA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the Commonwealth of Pennsylvania (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: **_11/3/25_**

Signature: 

Name: Heather M. Albright

Position/Title: Chief Deputy Attorney General

Lannett State AG Settlement Agreement

FOR PLAINTIFF CONMMONWEALTH OF PUERTO RICO

LOURDES L. GÓMEZ-TORRES
ATTORNEY GENERAL

/s/ Tania L. Fernández-Medero
TANIA L. FERNÉNDEZ-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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR PUERTO RICO
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the Commonwealth of PUERTO RICO (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/17/25 Signature: _____

Name: Luis Frere

Position/Title: Director

/s/ *Stephen N. Provazza*
Stephen N. Provazza
Assistant Attorney General
Office of the Attorney General – State of Rhode Island
150 South Main Street
Providence, RI 02903
sprovazza@riag.ri.gov

Counsel for the State of Rhode Island

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR STATE OF RHODE ISLAND RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Rhode Island (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/10/2025 Signature: _____

Name: Andrea M. Mauro

Position/Title: Special Assistant Attorney General

Director – RI Medicaid Fraud Control Unit

/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

**SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR SOUTH CAROLINA
RE THE LANNETT COMPANY-1301**

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of South Carolina (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/17/2025

Signature: SGOpet

Name: Stephanie G. Opet

Position/Title: Assistant Deputy Attorney General

Director, SC Medicaid Fraud Control Unit

MARTY J. JACKLEY
Attorney General
State of South Dakota

/s/ 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
amanda.miiller@state.sd.us

Attorneys for Plaintiff State of South Dakota

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR SOUTH DAKOTA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of South Dakota (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/12/25

Signature: Stephen Gemar

Name: Stephen G. Gemar

Position/Title: Director, South Dakota Medicaid Fraud, Abuse and Neglect Services Unit

State of Tennessee
Jonathan Skrmetti
Attorney General

Austin C. Ostiguy

Austin C. Ostiguy
Assistant Attorney General
Daniel Lynch
Assistant Attorney General
P.O. Box 20207
Nashville, TN 37202
Tel: (615) 532-7271
Austin.Ostiguy@ag.tn.gov
Counsel for Tennessee
Dated: 12/10/2025

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR TENNESSEE
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of TENNESSEE (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11-18-2025 Signature: [signature]

Name: GENE STEGALL

Position/Title: TBI ASSISTANT DIRECTOR, MEDICAID FRAUD CONTROL DIVISION

/s/*Christopher M. Timmons, Esq.*
Name Christopher M. Timmons
Title Civil Chief
Agency Virgin Islands Department of Justice
Address 6151 Estate La Reine, Kingshill VI 00850
Phone (340) 773-0295
Email christopher.timmons@doj.vi.gov

Counsel for the Territory of the United States Virgin Islands

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR
United States Virgin Islands
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of the United States Virgin Islands (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz, Inc. et al*, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/3/2025 Signature: _____

Name: Julita de Leon

Position/Title: Asst Attorney General/ MFCU Director

Respectfully submitted,

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

Marie W.L. Martin
Deputy Division Director,
Office of the Attorney General of Utah
including as counsel for the Utah Division
of Consumer Protection
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

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR UTAH
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Utah (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/05/2025

Signature: Kaye Lynn Wootton

Name: Kaye Lynn Wootton

Position/Title: MFCU Director

Assistant Attorney General

Progress | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
0E7457D1-4057-4E15-A1A9-7EE670207D0A

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 0E7457D1-4057-4E15-A1A9-7EE670207D0A	**Document Name** The Lannett Company-1301 - MFCU Signature Page FINAL
Transaction Type Signature Request	**Filename** The_Lannett_Company-1301_-_MFCU_Signature_Page_FINAL.docx
Sent At 11/05/2025 07:55:46 PM EST	**Pages** 1 page
Executed At 11/05/2025 10:12:58 PM EST	**Content Type** application/vnd.openxmlformats-officedocument.wordprocessingml.document
Identity Method email	**File Size** 17.9 KB
Distribution Method email	**Original Checksum** 7cf17bebf3750a0510c1c1a8e733491f2acbb90c36ba28956a70d43b04866764
Signed Checksum 738d49d105768a829dbb589854f588ad46c38f0f2964a1a6f2cef8dc59a37fc3	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Kaye Lynn Wootton	**Status** signed	**Viewed At** 11/05/2025 10:11:27 PM EST
Email kwootton@agutah.gov	**Multi-factor Digital Fingerprint Checksum** 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945	**Identity Authenticated At** 11/05/2025 10:12:58 PM EST
Components 5	**IP Address** 63.232.161.46	**Signed At** 11/05/2025 10:12:58 PM EST
	Device Microsoft Edge via Windows	
	Typed Signature Kaye Lynn Wootton	
	Signature Reference ID 24C8B2E8	

AUDITS

TIMESTAMP	AUDIT
11/05/2025 07:55:46 PM EST	Andra Edmund (andrasedmund@agutah.gov) created document 'The_Lannett_Company-1301_-_MFCU_Signature_Page_FINAL.docx' on Chrome via Windows from 168.178.103.141.
11/05/2025 07:55:46 PM EST	Kaye Lynn Wootton (kwootton@agutah.gov) was emailed a link to sign.
11/05/2025 10:11:27 PM EST	Kaye Lynn Wootton (kwootton@agutah.gov) viewed the document on Microsoft Edge via Windows from 63.232.161.46.
11/05/2025 10:12:58 PM EST	Kaye Lynn Wootton (kwootton@agutah.gov) authenticated via email on Microsoft Edge via Windows from 63.232.161.46.
11/05/2025 10:12:58 PM EST	Kaye Lynn Wootton (kwootton@agutah.gov) signed the document on Microsoft Edge via Windows from 63.232.161.46.

/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
(804) 692-0485
THenry@oag.state.va.us

Counsel for the Commonwealth of Virginia

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR COMMONWEALTH OF VIRGINIA RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the Commonwealth of Virginia (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/19/2025 Signature: _____

Name: Jill S. Costen

Position/Title: Director and Chief

Medicaid Fraud Control Unit

/s/ Jill S. Abrams
Jill S. Abrams
Assistant Attorney General
Office of the Vermont Attorney General
109 State Street
Montpelier, Vermont 05609
Jill.abrams@vermont.gov

Counsel for the State of Vermont

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR THE STATE OF VERMONT RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Vermont (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/10/2025

Signature: Elizabeth L. Anderson

Name: Elizabeth Anderson, AAG

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

Office of the Vermont Attorney General

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 98104-3188
Tel: (206) 464-7744
paula.pera@atg.wa.gov
holly.williams@atg.wa.gov

Attorneys for Plaintiff State of Washington

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR WASHINGTON
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of WASHINGTON (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Single State Agency for Medicaid

Dated: 11/06/2025 Signature: Trinity Wilson

Name: Trinity Wilson

Position/Title: Interim Medicaid Director

Health Care Authority

Medicaid Fraud Control Unit

Dated: 11/07/25 Signature:

Name: Larissa Payne

Position/Title: Director

Medicaid Fraud & Abuse Division

FOR PLAINTIFF STATE OF WISCONSIN:

JOSHUA L. KAUL

ATTORNEY GENERAL OF WISCONSIN

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

Attorney for the Plaintiff State of Wisconsin

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR WISCONSIN
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Wisconsin (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz,* Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/17/25

Signature: Daniel Hess (electronically signed)

Name: Daniel Hess

Position/Title: AAG - Director of MFCEAU

/s/ Douglas L. Davis
Douglas L. Davis
Senior Assistant Attorney General
Consumer Protection and Antitrust Division
West Virginia Attorney General's Office
P.O. Box 1789
(304) 558-8986 phone
(304) 558-0184 fax
douglas.l.davis@wvag.gov

Counsel for the State of West Virginia

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR WEST VIRGINIA
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of West Virginia (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11-4-25

Signature: Jason Nicholas

Name: Jason D. Nicholas

Position/Title: Senior Assistant Attorney General

/s/ *Michael T. Kahler*
Michael T. Kahler
Senior Assistant Attorney General
Wyoming Attorney General's Office
109 Capitol Avenue
Cheyenne, WY 82002
(307) 777-7196
mike.kahler@wyo.gov

Counsel for the State of Wyoming

SIGNATURE PAGE FOR THE MEDICAID FRAUD CONTROL UNIT FOR WYOMING
RE THE LANNETT COMPANY-1301

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval of the Medicaid Fraud Control Unit (MFCU) for the State of Wyoming (the "State") regarding the Settlement Agreement by and among **Lannett Company, Inc. and the States** (as specified in the Settlement Agreement) concerning:

> **[C]laims in *Connecticut et al v. Aurobindo Pharma USA, Inc., et al*, Case No. 3:16-cv-02056 (D. Conn.); *Connecticut et al v. Teva Pharmaceuticals USA, Inc. et al*, 3:19-cv-00710-MPS (D. Conn.); and *Connecticut et al v. Sandoz*, Inc. et al, 3:20-cv-00802-MPS (D. Conn.) (collectively, the "Action") upon remand from the multidistrict litigation in the Eastern District of Pennsylvania, *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Master Docket No. 16-MD-2724.**

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

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

Medicaid Fraud Control Unit

Dated: 11/03/25 Signature: _____

Name: Travis J. Kirchhefer

Position/Title: Director

Medicaid Fraud Control Unit

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 February 2, 2026

PLAINTIFF STATES' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENTS WITH BAUSCH AND LANNETT AND FOR ALLOCATION OF SETTLEMENT FUNDS

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

(1) Preliminary approval of the Settlements with Defendants Bausch Health US, LLC and Bausch Health Americas, Inc. ("Bausch") and Defendant Lannett Company, Inc. ("Lannett");

(2) Appointing of Huntington Bank as the Escrow Agent;

ORAL ARGUMENT NOT RE UESTED

(3) Staying the litigation against Defendants Bausch and Lannett until the Court decides whether to grant final approval of the Settlements;

(4) Appointing Rust Consulting as the Notice and Claims Administrator;

(5) Approving a Notice Plan for providing notice to Consumers;

(6) Approving a notice plan for providing notice to Corporate Entities in Idaho;

(7) Preliminary approval of the allocation of funds between the Restitution Account and Cost Account;

(8) Preliminary approval of a distribution to the States of all funds allocated to the Costs Account;

(9) Preliminary approval of the allocation of the Restitution Account between Consumers and State Entities in the Heritage, Lannett, and Bausch Settlement;

(10) Preliminary approval of a distribution to the States of all funds allocated to State Entities;

(11) Preliminary approval that all funds allocated to Consumer restitution be held in escrow and that an allocation and distribution plan be deferred until a future appropriate time, upon motion by the States;

(12) Preliminary approval of the Settlements' allocation of Settlement funds to Corporate Entities in Idaho and Washington;

(13) Preliminary approval that all funds allocated to Corporate Entities restitution be held in escrow and that the distribution be deferred until a future appropriate time, upon motion by the States;

(14) Setting an opt out and objection deadline for the Settlements, and

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

ORAL ARGUMENT NOT RE UESTED

This Motion is supported by the accompanying Memorandum of Law in Support of the State's Motion, Declaration of Elin S. Alm in Support of the State's Motion with Exhibit 1 (Bausch Settlement Agreement) and Exhibit 2 (Lannett Settlement Agreement), and the Declaration of Tiffaney Janowicz in Support of State's Motion with Exhibits.

Date: February 2, 2026.

STATE OF NEW YORK
LETITIA JAMES
ATTORNEY GENERAL

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STATE OF CONNECTICUT
WILLIAM TONG
ATTORNEY GENERAL

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

ORAL ARGUMENT NOT RE UESTED

CERTIFICATE OF SERVICE

I hereby certify that on February 2, 2026, the foregoing document, together with the accompanying Memorandum, Declarations, and Exhibits, was served by e-mail on all counsel of record in this action by operation of the Court's Electronic Filing System as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

Dated: February 2, 2026

s aami ain
Saami Zain
Assistant Attorney General

DECLARATION OF TIFFANEY A. JANOWICZ
IN SUPPORT OF STATES' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENTS WITH BAUSCH HEALTH US, LLC, BAUSCH HEALTH AMERICAS AND LANNETT COMPANY, INC.

I, Tiffaney Janowicz, being duly sworn, hereby declare as follows:

1. I am a senior vice president of Rust Consulting, Inc. ("Rust"). I submit this Declaration at the request of the States' Counsel in connection with the above-captioned action and in support of the States' Motion for Preliminary Approval of two Settlements between the States and the following defendants: Bausch Health US, LLC, Bausch Health Americas, Inc. and Lannett Company, Inc. ("Settlements").

2. With more than 30 years of class action settlement administration experience, Rust is among the industry's leaders. Rust has administered more than 8,000 class action settlements, judgments, and similar administrative programs.

3. Rust designs and implements notice and administration programs for class actions of all sizes and types, including consumer, antitrust, securities, insurance, healthcare, labor and employment, property, finance, and products liability class actions. In the past, Rust has handled claims administration in, among many other matters, the $1.1 billion settlement in *Microsoft I-V Cases*, J.C.C.P. No. 4106 (Cal. Super. Ct. San Francisco County); the $65 million settlement in *In re Lawn Mower Engine Horsepower Marketing and Sales Practices Litig*., No. 2:08-md-1999, MDL No. 1999 (E.D. Wisc.); the $316 million direct purchasers settlement *in In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.); the $166 million settlement in *In re Electronic Books Antitrust Litigation*, No. 11-md-2293 (S.D.N.Y.); and the $125 million settlement in *In re Pharmaceutical Industry Average Wholesale Price Litigation (All Class Actions*

Relating to Track Two Defendants), No. 01-CV-12257-PBS, MDL No. 1456. A C.V. outlining Rust's services and experience is attached as **Exhibit A.**

4. I have over 25 years of experience at Rust and currently lead Rust's consumer, insurance, and healthcare practice areas. I also have a significant depth of experience in antitrust and product liability matters. I have designed and/or managed hundreds of class action notice and administration programs. I speak on class action matters (Continuing Legal Education courses), and I have been a co-author or panelist on relevant topics in the notice and administration industry. Attached as **Exhibit B** is my C.V., which outlines my experience and qualifications.

5. At the request of the States, I developed the proposed notice plan described herein. This Declaration will describe the notices ("Notice" or "Notices") and the notice plan ("Notice Plan") proposed here for the Settlements, including how they were developed. This Declaration is based upon my personal knowledge and upon information provided by the States, my associates and Rust's staff members. The information included in this Declaration is of a type reasonably relied upon in the fields of class action notice and administration.

OVERVIEW

6. The objective of the proposed Notice Plan is to provide adequate and reasonable notice to eligible consumers who purchased one or more of the identified generic drugs at issue in the above-referenced litigations for personal, family, or household use (and not for resale) between May 1, 2009 and December 31, 2019, and lives in 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.

NOTICE PLAN

7. The Notice Plan is designed to reach eligible consumers; provide them with opportunities to learn about the Settlements and act upon their rights; and ensure that they will be exposed to, see, review, and understand the Notices. This Notice Plan is similar to ones I have previously designed for other settlements in the States' Actions for the same purposes – and which were approved. *See* Declaration of Tiffaney Janowicz in Support of States' Motion for Preliminary Approval of Settlement With Heritage Pharmaceuticals, Inc., Emcure Pharmaceuticals LTD., and Satish Mehta, ECF No. 645-3 (3:16-cv-2056), ECF No. 432-3 (3:19-00710), ECF No. 464-3 (3:20-00802) (approved on December 2, 2024, ECF Nos. 675, ECF 465, ECF 502, respectively); Declaration of Tiffaney A. Janowicz in Support of States' Motion for Preliminary Approval of Settlement with Apotex Corp., ECF No. 757-4 (3:16-cv-2056), ECF No. 624-4 (3:19-710), ECF No. 594-4 (3:20-00802)(approved on May 12, 2025, ECF Nos. 795, ECF 677, ECF 680, respectively).

8. Based on information provided by the States, there is no readily available consumer list to be used for direct notice. Therefore, the Notice Plan builds on notice efforts undertaken by the States for previous settlements in this litigation and was designed to include earned media from press releases distributed by the States.

9. The Notice Plan includes Notices written in clear, concise, easily understood language (in English, Spanish, French, traditional Chinese, simplified Chinese, Arabic, and Vietnamese), designed to meet due process requirements. Further, the Notices and press releases will include the settlement website address and toll-free telephone number

Website

10. On October 30, 2024, Rust established a website at www.AGGenericDrugs.com (viewable in English or Spanish). The website informs Consumers about the litigation and Settlement, including basic information about Consumers' rights and options concerning the Settlement, shares several helpful documents (*e.g.*, the Complaint, the negotiated settlement, the list of drugs involved, and the Long Form and Short Form Notice approved by the Court), and lists "FAQs" to several expected questions Consumers are likely to have (along with answers). The website also includes a toll-free telephone number and email address where Consumers can seek additional information. *See* Declaration of Tiffaney A. Janowicz in Support of Plaintiffs' Motion for Final Approval of Settlement on Implementation of The Notice Plan and Administration at ¶9, 17-18. (ECF 722-4, 3:16-cv-02056-MPS; ECF 583-4; 3:19-cv-00710-MPS; ECF 574-4, 3:20-cv-00802-MPS.). In addition to providing information, the website also has a form allowing Consumers to register to obtain future information about how to file a claim seeking payment (if eligible) as well as a form for Consumers seeking to be excluded from the Settlement. *Id.* A copy of the Long Form Notice is attached as **Exhibit C,** a copy of the Short Form Notice (also referred to as a Summary Notice) is attached as **Exhibit D**, and printouts of the current websites are attached as **Exhibit E.**

11. To avoid confusion with the States' prior efforts to notify Consumers about the prior settlements, the website Home page will be modified to present overviews of the Bausch and Lannett Settlements along with the Consumers' options and relevant deadlines (when available). Separate links for documents relating to the Bausch and Lannett Settlements (*e.g.*, litigation documents for the States Actions, the Bausch and Lannett Settlements, Short Form and Long Form Notices for the Bausch and Lannett Settlements, and any specific FAQs relating to the Bausch and

Lannett Settlements) will be added to the website's Documents page. All documents will be organized by settlement with the settlement name in the link to minimize Consumer confusion. The website will also be revised to make clear that a Consumer need only register *once* to receive future information about the States' litigation(s) and receive a claim form when available, *i.e.*, a Consumer who has already registered during the Heritage or Apotex settlements need not register again for the Bausch and Lannett Settlements.

Direct Notice

12. From the time the Heritage settlement was announced, Rust has been collecting registrations through the settlement website and by telephone. As done in prior settlements, when possible, Rust will be sending the Short Form Notice via email to Consumers who registered to receive updates concerning the case status. For those Consumers who did not provide an email address with their registration, Rust will mail the Long Form Notice. A note will accompany both types of notices to let 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.

Earned Media Program

13. An "earned media" program, which refers to publicity or exposure outside of paid advertising, in the form of press releases issued by the States but redistributed via other means, will provide opportunities for eligible consumers to receive information on the Settlements through traditional media, such as television, radio and newspapers, as well as digital. Press releases will also be posted on the respective State's website. Additionally, Rust will distribute the language of the Summary Notice through PR Newswire's US1 Newsline as a nationwide press release across the U.S. reaching approximately 14,500 websites, media outlets, and journalists. 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.

14. Press releases will highlight the toll-free telephone number and settlement website address so that consumers can easily obtain complete information about the proceeding and settlements. The messaging will encourage eligible consumers to register to receive updates and additional notices.

Consumer Response Mechanisms

15. Rust has established and is maintaining a settlement-specific website to enable consumers to get information about the Settlements, including the Long Form Notice, registration form, frequently asked questions, the Settlement Agreements, and other court documents from this action. Consumers will be able to download materials and register to receive future related notices via email. Consumers will also be able to opt-out of the Settlements and the litigation (including future settlements) on the website. The website is up and running, and will be amended to include more information about the Bausch and Lannett Settlements before the Notice Plan begins.

16. Rust has established a contact center with a toll-free informational number to allow consumers to call and listen to answers to frequently asked questions 24 hours a day and seven days a week. Callers will also have the opportunity to provide their contact information to receive future notices concerning the Settlements and the litigation. Additionally, a settlement email address has been established and staffed, to allow consumers to ask questions electronically. The contact center is staffed to respond to callers' questions and email communications during normal business hours, Monday through Friday. The toll-free informational number and email address is already up and running.

17. Rust has established a U.S. Mail Post Office Box to allow consumers to ask questions, register for future notices, update their address, request exclusion, and eventually file claims.

Corporate Entities

18. At the request of the attorneys general of Idaho and Washington, Rust will establish a subpage on the website www.AGGenericDrugs.com with the URL 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 as well as a future claim process. This website subpage will also provide eligible corporate entities in Idaho an opportunity to exclude themselves from the Settlements.

CONCLUSION

19. The Notice Plan incorporates a modern approach of deploying press releases.

20. It is my opinion that the Notice Plan and content of the Notices are adequate and reasonable under the circumstances and considering the notice efforts undertaken by the States for previous settlements in this litigation.

I declare that the foregoing is true and correct to the best of my knowledge.

Executed in Longmont, Colorado this 23rd day of January 2026.

Tiffaney A. Janowicz

EXHIBIT A

Qualifications Summary

This document outlines Rust Consulting's qualifications to serve as the administrator for class action, mass tort, and regulatory settlements on behalf of private sector clients and governmental agencies at all levels, as well as to perform other similar, complex and time-sensitive matters such as remediation programs, data breach responses, and product recalls.

Firm Overview

Rust Consulting, Inc. was incorporated in 1995 to focus on legal settlement administration, growing out of the litigation support firm The Rust Consulting Group (founded 1976). Since then, Rust has administered over 9,000 projects and distributed over $35 billion, establishing itself as an industry-leading consulting and administration firm that provides public and private sector clients a full complement of services required to administer legal settlements and similar programs.

Rust aligns to the specific practice areas relevant to our clients:

- Antitrust
- Consumer
- Finance
- Insurance and Healthcare
- Labor and Employment
- Product Liability
- Securities

Headquartered in Minneapolis, Rust also has an office in Faribault, Minnesota.

Personnel

Rust's team includes some of the most experienced practitioners in the industry, with much of that experience Rust-specific. Our senior vice presidents and our functional directors average over 20 years of Rust experience. Our permanent staff of approximately 160 includes professionals with backgrounds and disciplines including project management, information technology, finance, law, and operations.

Organization

Rust's combination of project-specific teams and shared services results in the highest level of client service and operational efficiencies. Project management personnel, who typically specialize in particular business lines or practice areas to deliver expertise to their clients' engagements, coordinate all administration activities and interact with clients as necessary. Shared-service operations groups, such as call center, print, and mail processing, service multiple Rust project teams across engagements, thus keeping costs to our clients down through efficiency.

Services

Rust provides high quality administrative services for matters of any size and scope, in many cases using our own in-house capacities. Specific approaches may vary depending upon the requirements of each individual matter; however, the following services are typical of our engagements.

Preliminary Consulting

Rust consults with clients and all appropriate parties prior to administration (and prior to settlement, when possible) to discuss a settlement's goals and priorities, and to ensure that the resulting settlement processes are designed to meet or exceed those goals while maintaining project timelines and budgets. Through complimentary preliminary consultation, Rust helps clients understand their program options and anticipate issues and costs in managing complex data sets, providing notice, processing claims, and distributing funds, in order to address and resolve up-front the details that can otherwise add unnecessary time and expense in settlement administration.

Project Management

Rust's project management personnel coordinate all activities between the parties, vendors, and internal Rust departments to ensure work is completed accurately and according to any service level agreements, internal standards, settlement documents, etc. They provide reports and statistics and raise potential issues requiring client attention, as necessary, and prepare declarations or affidavits attesting to the scope and results of Rust's work upon completion of each major phase of administration.

Rust's clients benefit from working with project management professionals whose experience is directly relevant to their unique industry and subject matter.

Data Management

Rust creates and customizes data management processes, databases, and applications to meet the unique needs of each settlement or project. Rust's typical procedure is to receive, receipt, and load all files and/or databases with data received from counsel, defendants, or some other source. We then employ several programmatic scripts (which have been developed by Rust) to develop a clean class list with names, addresses, and email addresses, if applicable, perform calculations, and carry out any other required tasks.

All data undergoes quality assurance processes in a test environment before being loaded into the production environment of our proprietary claims processing application (see *Claims Processing*, below), which allows for updates of class member records during the course of administration (e.g., claims information, mailing history, name and address changes, call notes and questions askes, etc.) while maintaining a full audit log of any changes and historical information.

Notification

Notification comprises direct notice via mail and email, and media notice via paid advertising and earned media across channels (e.g., newspapers, magazines, banner ads, and social media). Rust disseminates hundreds of millions of notices annually in legal settlements (to notify class members or other affected individuals of their legal

rights and options), as well as data breach responses, recalls, and remediation programs (to inform affected individuals about the situations and any options they may have).

Our experts design effective notice programs to meet any budget, draft plain language content, and print and mail using our in-house capabilities or a trusted vendor. When traditional mail is returned by the U.S. Postal Service as undeliverable, Rust undertakes address location efforts via automated batch processing and/or manual searching, as appropriate.

Rust manages email notice campaigns entirely in-house, without an outside vendor. With this level of control over not just content, but precise scheduling and deployment, adherence to best practices, and adjusting to account for any unforeseen circumstances, Rust routinely achieves the highest levels of delivery and open rates.

Rust also provides qualified, court-recognized expert testimony in the form of detailed affidavits and declarations demonstrating to courts, plaintiffs, and defendants that our notice programs reach class members efficiently and comply with the highest requisite standards. In fact, we played a major role in pioneering the use of measurable standards to evaluate the reach of class members through paid media. Rust has never had a notice program successfully challenged in court.

With administration and notice experts, we consult with our clients and design the most effective notice programs to meet their budgets.

Representative Notification Experience

Notices	Case
183 million (email)	*In re Domestic Airline Travel Antitrust Litigation,* MDL 2656 (D.D.C.).
83 million	*In re Target Corporation Customer Data Security Breach Litigation*, MDL 2522 (D. Minn.).
37 million	*FTC v. Epic Games,* No. 5:22-CV-00518 (E.D.N.C.).

Contact Center

Rust supports the programs we administer through an assortment of contact center services available up to 24/7 for class members and other affected individuals worldwide. Live agents provide telephone support in our own domestic, in-house call center, located in our Minneapolis headquarters. Our long-running relationship with a local staffing agency allows us to quickly ramp up to meet urgent project needs.

In lieu of or in conjunction with live service, Interactive Voice Response (IVR) systems provide 24/7 service to toll-free numbers with prerecorded menu options such as program overviews, frequently asked questions and answers, and options for requesting forms or filing claims. Rust has also designed, deployed, and managed thousands of case-specific websites, with and without claims filing capabilities, that facilitate our clients' communications goals and give class members convenient, 24/7 access to accurate settlement information while keeping the cost of administration low.

Typical engagements include English- and Spanish-speaking agents, while we provide support in additional languages, as required, through our live call center as well as multilingual IVR and websites.

Representative Contact Center Experience

Calls	Case
3.6 million	Independent Foreclosure Review
1.5 million	*Dyson v. Flagstar,* No. DKC93-1503 (D. Md.).
1.4 million	National Mortgage Settlement

Website Visitors	Case
9.5 million	*Jabbari v. Wells Fargo,* No. 15-cv-02159 (N.D. Cal.).
5.5 million	*In re Compact Disc Minimum Advertised Price Antitrust Litig*., MDL 1361 (D. Me.).
5 million	Independent Foreclosure Review

Claims Processing

Rust develops and executes claims processing and adjudication programs as required by the diverse terms of our engagements. Our experienced professionals consult on processes that balance class member participation, fraud prevention, and cost efficiency, offering recommendations to help ensure the level of scrutiny is proportionate to the value of benefits to be distributed and the project's budget.

Rust operates on a comprehensive claim processing platform, the Class Action and Remediation Management System (CARMS). An in-house claims processing platform custom-designed, built, maintained, and hosted directly by Rust technical staff, CARMS is comprised of integrated modules that provide internal claims processing functions and support electronic submissions by individual claimants as well as third parties. Regardless of the method of submission (electronic or hard copy), Rust processes all claims in-house using CARMS, with quality control measures incorporated to ensure accuracy.

To meet the needs of each engagement, Rust's systems can be configured to give clients or authorized parties secure online access to claimant data and reporting.

Representative Claims Processing Experience

Total Claims	Case
3.5 million (3.4 million online)	*In re Compact Disc Minimum Advertised Price Antitrust Litigation*, MDL 1361 (D. Me.).
3.2 million	*In re American International Group, Inc. Securities Litigation,* No. 04-cv-8141 (S.D.N.Y.) (Company, PwC, Starr, and Gen Re settlements).
3 million	Abbott Infant Formula Settlements

Fund Management, Distribution, and Tax Reporting

Rust annually distributes billions of dollars associated with a wide range of projects, from the very large to the more conventional, via mailed checks, electronic payments, or other benefits (vouchers, product codes, etc.). We prepare affidavits for courts that explain the amounts paid, follow up with class members who require reissues or special handling, and handle post-distribution funds as required (via *cy pres* programs, escheatment, subsequent distributions, reversion to defendants, payments to the U.S. Treasury, etc.). Rust is especially adept at handling ongoing, multiyear distribution projects.

Our Bank and Tax group is responsible for day-to-day banking and tax reporting functions for all settlement funds, as well as managing escrow and IRS compliance issues -- such as disbursement and cash management, 1099 and W-2 tax reporting, and Qualified Settlement Fund tax reporting -- on behalf of clients.

While the traditional mailed check and envelope is still the most common form of payment, Rust offers electronic distributions via PayPal, Venmo, Zelle, and other platforms, which (depending on unique settlement factors like class member demographics) may be a more cost-effective alternative to printing and mailing checks, particularly when class members' email addresses are available and up to date.

Representative Distribution Experience

Total Distributed	Case
$3.6 billion	Independent Foreclosure Review
$1.5 billion	National Mortgage Settlement
$800 million	*Naef v. Masonite Corp.*, No. CV 944033 (Ala. Cir. Ct. Mobile County).

Total Recipients	Case
16 million	*In re Checking Account Overdraft Litigation*, No. 1:09-MD-02036 (S.D. Fla.). (Bank of America Settlement)
5.3 million	*In re Checking Account Overdraft Litigation*, No. 1:09-MD-02036 (S.D. Fla.). (JPMorgan Chase Settlement)
4.5 million	Intuit Assurance of Voluntary Compliance

Data and System Security

The security of systems and applications and confidentiality of data are of utmost importance to Rust, our clients, the parties to engagements we administer, and members of the public impacted by our operations. Thus Rust actively protects its systems and mitigates potential threats by adhering to a comprehensive assortment of security best practices, certifications, and audits that we refer to collectively as our "unified compliance posture," as a result of which **Rust has never experienced a breach or fallen victim to a ransomware or other malware attack.**

As part of our unified compliance posture, Rust:

- Has received from two federal agencies (CFPB and FTC) Authority to Utilize Controlled Unclassified Information under the guidelines of FISMA, NIST 800-171, and NIST 800-153, and Authority to Operate under FISMA from the SEC.
- Undergoes an annual SSAE18 SOC 2 Type II Report audit of our data and system security controls and protocols.
- Complies with applicable laws, such as the Sarbanes-Oxley Act (SOX), Gramm-Leach-Bliley Act (GLBA) and the Health Insurance Portability and Accountability Act (HIPAA).
  - Rust has extensive experience managing issues related to HIPAA in the course of class action settlement and mass tort administration. Our specialized knowledge of HIPAA regulations allows for efficient handling of inquiries made by consumers, and Rust plans for certain aspects of any project involving HIPAA with enhanced quality assurance measures in the print and mail process to prevent any disclosure of sensitive information.
- Complies with and adheres to the DGPR and CAFA controls.
- Adheres to documented and audited processes.
- Maintains a business continuity plan to ensure uninterrupted, secure service.
- Has implemented controls to prevent unauthorized access or disclosure, maintain data accuracy, and ensure the appropriate use and confidentiality of information, either for its own purposes or on behalf of our clients.
- Has put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we process.
- Processes personal information only in ways compatible with the purpose for which it was collected or subsequently authorized to do.

EXHIBIT B

Senior Vice President

Tiffaney A. Janowicz, Esq.

920 2nd Avenue South, Suite 400
Minneapolis, MN 55402

M: 612.770.8805
E: tjanowicz@rustconsulting.com

Education & Certifications

- **J.D.** William Mitchell College of Law, 1995 (St. Paul, MN)
- **B.S.** University of Minnesota, 1990 (Minneapolis, MN)

Tiffaney Janowicz leads Rust's consumer, product liability, and insurance and healthcare practice areas, with a depth of experience in antitrust matters. She is also a recognized expert in designing and deploying legal notice programs and has provided expert opinons and testimony on the adequacy of notice in both state and federal courts.

Since 1996, Janowicz has led the class action notice and claims administration programs for some of the most complex and largest settlements in history, including Microsoft's antitrust settlements for the states of California, Iowa, Minnesota, New York and Wisconsin, as well as the multi-district litigation involving price-fixing allegations of Dynamic Random Access Memory (DRAM) in the United States. In addition to providing guidance to the project management professionals on implementation of best in class settlement administration, Janowicz is responsible for Rust's robust capabilities in developing plain language class and settlement notice programs designed to be disseminated through print, digital and social media platforms. She is a thought leader in the notice and claims administration, writing and speaking on the topic.

Recent Declarations

- *Parrish v. Cumberland County*, No. CUM-L-293-20 (N.J. Super. Ct. Cumberland County).
- *Femmer v. Sephora*, No. 4:20-cv-00676 (E.D. Mo.).
- *Clark v. City of New York*, No. 18-cv-02334 (S.D.N.Y.).
- *Bernstein v. Cengage*, No. 19-cv-7541 (S.D.N.Y.).
- *Jones v. City of New York*, No. 17 Civ. 7577 (S.D.N.Y.).
- *Githieya v. Global Tel Link*, No. 1:15-CV-00986 (N.D. Ga.).
- *Hamm v. Sharp*, No. 19-cv-488 (M.D. Fla.).
- *Marya v. Warner Chappell*, No. CV 13-04460 (C.D. Cal.).
- *Gold v. Lumber Liquidators*, No. 3:14-cv-05373 (N.D. Cal.).

- *Fleisher v. Phoenix*, No. 11-cv-8405 (S.D.N.Y.).
- *Farar v. Bayer*, No. 3:14-cv-04601 (N.D. Cal.).
- *Royal Mile Company v. UPMC*, No. 2:10-cv-01609 (W.D. Penn.).
- *In re CenturyLink Sales Practices and Securities Litigation*, MDL 17-2795 (D. Minn.).
- *Opalka v. Amalie Oil*, No. 18-40605 (Fla. Cir. Ct. Miami-Dade County).

Case Experience

Following are some additional details of cases that Rust has administered under the leadership of Janowicz.

- ***Jones v. City of New York*, No. 17 Civ. 7577 (S.D.N.Y.).** Janowicz opined to Rust's robust notice program that included TV, radio, newspapers and magazines, posters on buses and in subway stations, bulletin board posters in community centers, and outreach groups in New York to canvas neighborhoods to reach people who were in jail in New York City and posted bail, but were detailed for three hours or more after bail. Rust also worked with an organization that provided class members with advice as to whether they would potentially risk their government benefits if they made a claim and received a payment. The Court called the return rate of over 40% "truly stunning" and found the expansive notice regime impressive.
- ***In re: CenturyLink Sales Practices and Securities Litigation*, No. 17-2795 (D. Minn.).** Rust received several data files that constituted the class list and which included more than 17 million rows of information. After Rust's data team concatenated and updated that data, Rust ultimately sent notice of the settlement to 6.5 million potential class members via email, and 6.7 million via First-Class Mail, eventually distributing 122,000 payments totaling nearly $8.5 million.
- ***Parko v. Shell Oil Company*, No. 3:12-cv-00336 (S.D. Ill.).** Janowicz was personally appointed as the neutral arbitrator in this $4.83 million class action settlement resolving claims against Shell and ConocoPhillips over groundwater contamination in Roxana, Illinois.
- ***Stinson v. The City of New York*, No. 10 Civ. 4228 (S.D.N.Y.).** In a major civil rights class action settlement valued at up to $75 million, the City of New York agreed to provide compensation to class members who received summonses from New York police officers that had been issued without probable cause, allegedly in response to a summons quota within the NYPD. Rust mailed 922,000 notices and managed a website that received 131,000 unique visitors.
- ***Chaudhri v. Osram Sylvania*, No. 11-CV-05504 (D. N.J.).** A lawsuit claimed that Sylvania made misrepresentations regarding the performance of certain premium automotive lighting. The notice program used a mix of direct and media notice that included 1.6 million mailed postcards along with television, radio, and Internet advertising. Rust mailed 1.4 million checks totaling $16 million.
- ***In re: Target Corporation Customer Data Security Breach Litigation*, MDL No. 14-2522 (D. Minn.).** Plaintiffs claimed that Target did not adequately protect their payment card data and personal information and that Target delayed in providing notice of a widespread data breach. Rust's direct notice program consisted of 12 million mailed notices and 71 million email notices.
- ***In re Dynamic Random Memory (DRAM) Antitrust Litigation*, MDL No. 1486 (N.D. Cal.).** The lawsuits combined into this multi-district litigation claimed that the Defendant companies fixed the price of DRAM

in the United States, causing individuals and businesses to pay more for DRAM and DRAM-containing devices. The combined direct and indirect settlements totaled $310 million.

- ***Maksimovic v. Sony of Canada Ltd*., Ontario Superior Court of Justice, No. CV-11 425487-00CP.** This Canadian settlement resolved allegations that Sony failed to adequately safeguard the computer systems used to provide the Sony PlayStation Network, the Qriocity service, and the Sony Online Entertainment services, which were attacked by criminal intruders in April 2011. Rust managed the translation of all materials into French and provided all documentation and communication in both English and French.
- ***In re Nutella Marketing and Sales Practices Litigation*, No. 3:11-cv-01086-FLW-DEA (D.N.J.).** Plaintiffs claimed that Defendant Ferrero U.S.A., Inc. made representations through its marketing and advertising of Nutella® brand hazelnut spread, improperly suggesting that Nutella is healthier than it actually is. Rust placed notice of the settlement in magazines and banner ads on popular websites; the settlement website received over 1 million visits and over a quarter million consumers filed claims.
- ***In re Online DVD Rental Antitrust Litig*., MDL No. 2029 (N.D. Cal.).** Rust sent over 34 million email notices to potential class members in this project. Rust has processed more than 1.1 million claims for gift cards or cash benefit in this ongoing project. Rust also created a settlement website which received over 2.2 million site visits.
- ***Microsoft I-V Cases*, J.C.C.P. No. 4106, (Cal. Super. Ct. S.F. County).** Janowicz was responsible for the design and management of the direct mail notice program that involved the mailing of 18 million notice-and-claim form packages and deployment of 7 million email notices to a class consisting of consumers who purchased at retail selected Microsoft software for use in California.
- ***The Authors Guild, Inc. v. Google, Inc*., No. 05-cv-8135 (S.D.N.Y.).** Janowicz led and continues to lead her team in the administration services provided this settlement involving rights-holders around the world. Janowicz oversaw the translations of the claim forms and supporting materials and well as the provision of telephone support in more than 30 languages.
- ***Thompson v. Metropolitan Life*, No. 00-CIV-5071 (W.D. Pa.).** Janowicz was responsible for overseeing services for this race-based underwriting settlement, which included an estimated 25 million policies. Rust mailed more than 550,000 customized and 104,000 generic notices to potential class members. Rust's call centers answered calls generated by both the mailed notice and an extensive media campaign. During the national TV noticing campaign, there were 500 call center operators in two sites.
- ***McNeil v. American General Life & Accident*, No. 3:99-1157 (D. Tenn.).** Janowicz managed Rust's claims administration services for this settlement covering 9 million class members. Rust mailed over 3 million notices within approximately two weeks. Rust also arranged for an ad campaign to help reach class members for whom the company did not have current addresses. Rust received 600,000 calls on this project, and printed and mailed more than 440,000 payments.
- ***Naef v. Masonite Corp*., No. CV 944033 (Ala. Cir. Ct. Mobile County).** Project involved receiving and processing according to pre-determined criteria (including proof of property ownership, proof of product ownership, and proof of damage) more than 400,000 claims, eventually distributing more than $800 million to more than 260,000 claimants whose claims were validated. Janowicz co-directed the initial design of the claims intake process of this 10-year claims program, and managed claims review and contact center operations.

Thought Leadership

- Author, **"Email Notice: Best Practices,"** Rust Insights, May 2025
- Author, **"A Stitch in Time Saves Nine: The Value of Pre-Settlement Consultation,"** Rust Insights, Oct. 2024
- Co-Author, **"Key Considerations for Detainee Settlements,"** Rust Insights, Dec. 2023
- Co-Author, "**Managing Multiparty Settlements**," Rust Kinsella Insights, Nov. 2022
- Co-Author, **"How Else Can We Help You? Leveraging Administrators Beyond Class Actions,"** Rust Kinsella Insights (Dec. 2021).
- Co-Author, **"Pandemic, Printing, and Postage: How COVID-19 and Postal Issues Impact Settlement Administration,"** Rust Kinsella Insights (Oct. 2021).
- Co-Author, "**The Plain Language Toolkit for Class Action Notice,"** in *A Practitioner's Guide to Class Actions, 3rd Ed.* (Marcy Greer ed., 2021).
- Speaker, "**How to Get Your Notice Actually Noticed: Claims Stimulation 3.0,"** Women Antitrust Plaintiffs' Attorneys, Napa, CA (June 2018).
- Webinar Speaker, "**Balancing Due Process and Claims: A Conversation on Strategies to Safeguard Your Settlement,"** American Association for Justice (Sept. 2016).
- Speaker, "**Balancing Due Process and Claims: A Conversation on Strategies to Safeguard Your Settlement,"** Plaintiffs' Forum, Rancho Palos Verdes, CA (Apr. 2015).
- Co-Author, **"Estimating Claims – What Every Attorney Should Know,"** What We've Noticed, Feb. 2015
- Co-Author, **"Increasing Judicial Attention to Claims-Filing Rates,"** What We've Noticed, Oct. 2014
- Co-Author, **"The Case for Simplified Notice and Claims,"** What We've Noticed, July 2014
- Co-Author, **"Tracking Ted…,"** What We've Noticed, April 2014
- Panelist, **"Crafting Class Settlement Notice Programs: Due Process, Reach, Claims Rates, and More – Minimizing Court Scrutiny and Overcoming Objector Challenges,"** Strafford CLE Webinar, Feb. 2014
- Co-Author, **"Efficient, Cost-Effective Notification and Administration in Antitrust Class Actions,"** Class Action Perspectives, 2013
- Co-Author, **"Recent Court Decisions Indicate Greater Scrutiny of Class Notice Programs,"** What We've Noticed, Dec. 2013
- Panelist, **"Mechanics, Logistics & Statistics: How to Settle a Class Action Lawsuit,"** FDCC Section Presentations for CLE 2013 Winter Program, March 2013
- Panelist, **"Emerging Trends in Class Action Notice,"** CLE International 6th Annual Conference Class Actions: Hot Topics, Winning Strategies and More, June 2010
- Speaker, **"Class Action Notice and Claims Administration: Trends and Innovation,"** Women Antitrust Plaintiffs' Attorneys Networking Event, Aug. 2009
- Author, **"Anticipating Claims Filing Rates in Class Action Settlements,"** Class Action Perspectives, Nov. 2008

Bar Admissions

- Licensed to practice law in Minnesota

EXHIBIT C

NOTICE OF STATE ATTORNEYS GENERAL SETTLEMENTS

If you bought certain generic prescription drugs in the United States between May 1, 2009 and December 31, 2019, you could receive money from State Attorneys General Settlements.

- Proposed settlements have been reached in consumer protection and antitrust lawsuits originally brought by Attorneys General of 50 states, commonwealths, or U.S. territories, and the District of Columbia against a large number of the nation's largest generic drug manufacturers.

- The lawsuits are being pursued by the attorneys general of 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 (the "State Attorneys General") to recover restitution for their consumers who bought certain prescription drugs.

- Proposed settlements of the lawsuits (the "Settlements") have been reached with some defendants (the "Settling Defendants") and the lawsuits are continuing against the remaining defendants (the "Non-Settling Defendants"). Payments will be made only (1) if the Court approves the Settlements and after any appeals are resolved, and (2) the Court approves the Plan of Allocation to distribute the Settlement Funds to consumers. The plan will be described in an additional notice to be given at a later date, providing consumers with the opportunity to state their views regarding the plan.

- Settlements also include provisions requiring Settling Defendants' cooperation in the ongoing litigations. The Settling Defendants have also agreed to take steps to ensure that they will not engage in further violations of state and federal antitrust laws.

- This Notice is a summary and is not intended to set forth all of the details of each (or any) settlement agreement. For additional information, important documents, and case updates, visit the website AGGenericDrugs.com or call 1-866-290-0182.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS		
REGISTER TO RECEIVE FUTURE NOTICES	You will be notified by email or mail when a claim form is available. You will also receive updates about the lawsuits. Claim forms will also be made available via the website, AGGenericDrugs.com or by calling 1-866-290-0182.	
DO NOTHING NOW	You will be included in the Settlements and eligible to file a claim for a payment (if you qualify) at a later date. However, unless you register your contact information via the website or as otherwise provided (below), you may not receive notice about when and how to file a claim, and thereby may lose any ability to receive any payment from the Settlements). You will give up any rights you currently have to separately sue Settling Defendants for the conduct that is the subject of the lawsuits, unless you take	

	action to exclude yourself from the settlements (as explained below).	
EXCLUDE YOURSELF	You will not receive a payment from the Settlements, but you will keep any rights you currently have to separately sue the Settling Defendants for the conduct that is the subject of these lawsuits.	To exclude yourself from a Settlement you must either go to the website (AGGenericDrugs.com) and fill out the requisite information, or alternatively, mail a written statement to the settlement administrator as detailed below. To be timely, you must take action to exclude yourself no later than [Date].
OBJECT TO THE SETTLEMENTS	If you do not exclude yourself, you can write to the Court explaining why you disagree with the Settlements or any specific terms.	To object to any aspect of a Settlement or otherwise express concerns about a Settlement – but still be included in the Settlement – you must submit a written statement to the Court and counsel (see instructions below). To be timely, you must submit any objection no later than [Date].
GO TO THE HEARING	Ask to speak in Court about your opinion of the Settlements.	[Date]

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. What is this Notice about?

This Notice is to inform you about proposed settlements with some Defendants (the "Settlements") *before* the Court decides whether to approve the Settlements, so that you may determine whether to take steps to protect your rights. This Notice explains the lawsuits, the Settlements, and your legal rights.

The court in charge is the United States District Court for the District of Connecticut. The lawsuits at issue are *State of Connecticut et al. v. Aurobindo Pharma USA, Inc*., et al., 16-cv-02056 (D.Conn); *State of Connecticut et al. v. Teva Pharmaceuticals USA, Inc*., *et al*., 19-00710 (D.Conn); and *State of Connecticut et al. v. Sandoz, Inc. et al*., 20-00802 (D.Conn) (collectively referred to as "States' Actions.") The State Attorneys General that sued are called Plaintiffs, and the companies they sued are called the Defendants.

2. What are the lawsuits about?

The lawsuits claim that numerous Defendants and their alleged co-conspirators agreed to fix the prices of prescription drugs sold in the United States. As a result, consumers who bought certain generic prescription drugs ("Drugs at Issue") may have paid more than they should have. The Defendant drug manufacturers deny they did anything wrong and the Settling Defendants who have agreed to settle the case have done so with no admission of liability. The lawsuit is not about – and does not question - the safety or effectiveness of any of the drugs at issue.

3. Who are the Settling Defendants?

The current Settling Defendants are Bausch Health US, LLC, Bausch Health Americas, Inc., and Lannett Company, Inc.

Other defendants include Actavis, Amneal, Ascend, Aurobindo, Breckinridge, Citron, Dr. Reddy's, Fougera (see Sandoz), G&W, Glenmark, Greenstone, Lupin, Mallinckrodt, Mayne Pharma, Mylan, Par Pharmaceutical (Endo bankruptcy), Perrigo, Pfizer, Sandoz, Sun, Taro, Teligent, Teva, Upsher-Smith, Valeant, Wockhardt, and Zydus.

A full list of the Defendants and the Drugs at Issue in this litigation and Settlements is available at www.AGGenericDrugs.com.

WHO IS INCLUDED

4. How do I know if I am included?

Generally, you may be included if at any time from between May 1, 2009 to December 31, 2019 you bought a qualifying generic prescription drug (purchased in the United States and not for resale) and you currently reside in one or more of the following States or Territories: 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.

Eligibility is based on the drug purchased and the time period of the purchase, *i.e.* eligibility requires at least one purchase of a drug at issue during the alleged conspiracy for that drug. A list of the drugs at issue in the Settlements and the continuing litigation is provided below and also available at www.AGGenericDrugs.com or by calling 1-866-290-0182.

5. Who is not included?

You are not included if:

- You purchased the drugs outside of the United States;
- You purchased the generic drugs for resale or distribution to others; or
- You are an employee of any of the defendants in the lawsuits and any parent, subsidiary, or affiliate.

6. Who are the Defendants?

The Defendants are:

- Actavis
- Actavis Holdco U.S., Inc.
- Actavis Pharma, Inc.
- Amneal
- Amneal Pharmaceuticals, Inc.
- Apotex Corp.
- Ascend Laboratories, LLC
- Aurobindo
- Aurobindo Pharma USA, Inc.
- Bausch
- Breckinridge Pharmaceuticals, Inc.
- Citron Pharma, LLC
- Dr. Reddy's Laboratories, Inc.
- Emcure Pharmaceuticals, Ltd.
- Fougera
- G&W
- Glenmark
- Glenmark Pharmaceuticals Inc. USA
- Greenstone
- Greenstone LLC
- Heritage Pharmaceuticals, Inc.
- Lannett
- Lannett Company, Inc.
- Lupin
- Lupin Pharmaceuticals, Inc.
- Mallinckrodt
- Mayne Pharma (USA), Inc.
- Mylan
- Mylan Pharmaceuticals, Inc.
- Par Pharmaceutical Companies, Inc.
- Par Pharmaceuticals, Inc.
- Perrigo
- Pfizer
- Sandoz, Inc.
- Sun
- Sun Pharmaceutical Industries, Inc.
- Taro
- Taro Pharmaceuticals Industries Ltd.
- Taro USA;
- Teligent
- Teva Pharmaceuticals USA, Inc.
- Upsher-Smith Laboratories, LLC
- Wockhardt
- Wockhardt USA, LLC

- Zydus Pharmaceuticals (USA), Inc.

7. Why are the lawsuits continuing if there are Settlements?

Settlements have been reached with some but not all of the Defendants. The current Settling Defendants are Bausch Health US, LLC, Bausch Health Americas, Inc. and Lannett Company, Inc. Previous settlements were reached with Heritage Pharmaceuticals Inc., Emcure Pharmaceuticals Ltd., and Apotex Corp. The lawsuits will continue against all of the remaining Defendants who have not settled (the "Non-Settling Defendants").

Additional money may become available in the future as a result of a trial or future settlements. Alternatively, the litigation may be resolved in favor of the Non-Settling Defendants and no additional money may become available. There is no guarantee as to what will happen.

Because the lawsuits are continuing against Non-Settling Defendants which may result in future settlements and possible additional money, please register at the website, www.AGGenericDrugs.com, or call 1-866-290-0182, to be notified of any future settlements and to be notified of when and how you may file a claim.

THE SETTLEMENTS' BENEFITS

8. What do the Settlements provide?

Two Settlements are being presented to the Court for approval at this time. The Settlement Funds from these two Settlements total approximately $ 20.3 million, of which $14.25 million is set aside for distribution (the "Restitution Fund") and $ 6.05 million is set aside to finance the administration of the Settlements and to reimburse the State Attorneys General for litigation costs and fees as approved by the Court (the "Costs Fund"). After approval of a plan of distribution by the Court, the share of the Restitution Fund designated for consumer relief will be available for distribution to consumers who timely file a valid claim.

Any interest earned will be added to the Settlement Fund. More details are in the settlement agreements, available at www.AGGenericDrugs.com, or can be requested at 1-866-290-0182.

9. How much money will I receive?

At this time, it is unknown how much each Eligible Consumer who submits a valid claim will receive, as this will depend on numerous factors, in particular the number and amount of timely, eligible claims filed, the total money amount available in the Settlement Fund after receipt of all settlements and/or judgments, and the plan of distribution approved by the Court.

In order to receive a payment, you must file a valid claim form *before* the claims period ends. The claims period has not yet begun. A notice about the claims process will be made at a future date ordered by the Court. If you want to receive a notice about the claims process or future settlements, you should register at www.AGGenericDrugs.com or call 1-866-290-0182.

10. When will I get benefits?

No money has been distributed yet or will be distributed until some future date after Court approval of the settlements and the receipt of funds from settlements and/or judgments. The State Attorneys General will continue to pursue the lawsuits against the Non-Settling Defendants. All Settlement Funds in the Restitution Fund that are and will be allocated to consumer relief will be distributed together no later than at the conclusion of the lawsuits, or as ordered by the Court.

REMAINING IN THE SETTLEMENTS

11. What am I giving up if I stay in the Settlements?

Unless you exclude yourself, you will give up your right to sue the Settling Defendants for any claims described in the releases. You also will be bound by any decisions by the Court relating to the lawsuit and Settlements.

In return for paying the settlement amounts and providing non-monetary benefits, the Settling Defendants will be released for certain claims relating to the facts underlying this lawsuit. The settlement agreements describe the releases, so read them carefully, since those releases will be binding on you if the Court approves the Settlements. If you have any questions, you can call the toll-free number below or you can talk to your own lawyer (at your own expense) if you have questions about what this means. The settlement agreements and the specific releases are available at www.AGGenericDrugs.com.

EXCLUDE YOURSELF FROM THE SETTLEMENTS

12. What if I don't want to be in the Settlements?

To exclude yourself from the Settlements, go to the website at www.AGGenericDrugs.com, and look for how to exclude yourself (or "Opt Out").

Alternatively, you may exclude yourself by sending a letter (a "Request for Exclusion") by mail to the address below. It must include:

- Your name, address, and telephone number; and
- The cases and cases numbers: *State of Connecticut et al. v. Aurobindo Pharma USA, Inc*., et al., 16-cv-02056 (D.Conn); *State of Connecticut et al. v. Teva Pharmaceuticals USA, Inc*., *et al*., 19-00710 (D.Conn); and *State of Connecticut et al. v. Sandoz, Inc. et al*., 20-00802 (D.Conn); and
- A statement that you want to be excluded from the settlements; and
- A statement attesting that you have purchased one or more of the Drugs at Issue between May 1, 2009 and December 31, 2019; and
- The date; and
- Your signature.

Your Request for Exclusion must be **postmarked no later than [Date]** (check the website at www.AGGenericDrugs.com for updates on the litigation or register to receive future information), and send to the following address:

Generic Drugs Settlements Exclusions 8769
P.O. Box 2599
Faribault, MN 55021-9599

13. If I don't exclude myself, can I sue for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants for the claims being released in this litigation.

OBJECTING TO THE SETTLEMENTS

14. How do I object to the Settlements?

If you have objections to any aspect of the Settlements, you may express your views to the Court by writing to the address below. It must include:

- Your name, address, telephone number, and an explanation of your objection; and
- The case name and number: *State of Connecticut et al. v. Aurobindo Pharma USA, Inc.*, et al., 16-cv-02056 (D.Conn); *State of Connecticut et al. v. Teva Pharmaceuticals USA, Inc., et al.*, 19-00710 (D.Conn); and *State of Connecticut et al. v. Sandoz, Inc. et al.*, 20-00802 (D.Conn); and
- A statement attesting that you have purchased one or more of the Drugs at Issue between May 1, 2009 to December 31, 2019; and
- The date; and
- Your signature; and
- The name, address, and telephone number of any lawyer assisting you.

In addition, if you object you may be asked for additional information, including:

- Documentation demonstrating that you are or were a resident of one the States, Commonwealths, Territories, or the District of Columbia currently involved in the States Actions, followed by your signature: "I declare that [insert your name] is a resident of a State, Commonwealth, [….]"; and
- Documentation demonstrating that you bought a qualifying generic prescription drug (not for resale), including the date(s) of purchase.

Any objection must be mailed to these four addresses and **received no later than [Date]**:

COURT	COUNSEL FOR THE STATE ATTORNEYS GENERAL	COUNSEL FOR DEFENDANTS
Clerk's Office Abraham Ribicoff Federal Building United States Courthouse 450 Main Street Suite A012 Hartford, CT 06103	Saami Zain Assistant Attorney General New York Attorney General 28 Liberty Street, New York, NY 10005	Robin D. Adelstein Mark A. Robertson Norton Rose Fulbright US LLP 1301 Avenue of the Americas New York, NY 10019 (*Counsel for Bausch*) George G. Gordon Dechert LLP 2929 Arch Street Philadelphia, PA 19104-2808 *(Counsel for Lannett)*

If you hire a lawyer to make an objection, your lawyer must also file a Notice of Appearance with the Clerk of the Court **no later than [date]**.

15. What is the difference between objecting to the Settlements and Excluding myself from the Settlements?

Objecting to the Settlements simply means telling the Court that you don't like something about one or more Settlements or have certain concerns about the Settlement(s). Objecting does not disqualify you from making a claim nor does it make you ineligible to receive a payment.

If you exclude yourself from the Settlements, you are no longer part of the Settlements or the States' Actions. Therefore, you will not be eligible to receive any payments from the Settlements and you will not be able to object to the Settlements. You will not be subject to the terms and conditions of the Settlements. However, you keep your right to sue the Defendants for the same claims in another lawsuit.

THE FINAL APPROVAL HEARING

16. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Final Approval Hearing on the Bausch and Lannett Settlements on [Date]**, at [time]**, at the Abraham Ribicoff Federal Building, United States Courthouse, 450 Main Street - Annex 135, Hartford, Connecticut 06103, Courtroom 3. The hearing may be moved to a different date or time without additional notice, so check www.AGGenericDrugs.com for current information or call 1-866-290-0182 if you want to find out if the hearing has been rescheduled. Subsequent Settlements will be scheduled for final approval hearings at future dates. Check www.AGGenericDrugs.com for current information or call 1-866-290-0182 for updated information regarding final approval hearings. At the Fairness Hearing, the Court will consider whether these Settlements are fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time. After the hearing, the Court will decide whether to grant final approval to each of the Settlements. We do not know how long these decisions will take.

17. Do I have to attend the Final Approval Hearing?

No. Counsel for the State Attorneys General will be prepared to answer questions on your behalf. Individuals who have filed and served written objections may (but do not have to) appear at the Final Approval Hearing, in person or through an attorney hired at their own expense.

18. Can I attend the Final Approval Hearing?

Yes. Anyone can attend the Final Approval Hearing and watch. If you want to attend and observe, you do not have to do anything.

If you want to attend and object, in person or through an attorney hired at your own expense, you need to mail a written Notice of Intent to Appear to the address listed in Question 14 so that it is received by [Date]. The Notice of Intent to Appear must contain the following information:

1. Your name, address, and telephone number and, if applicable, the name, address, and telephone number of your attorney (who must file a Notice of Appearance with the Clerk of the Court not later than [Date]);
2. Your objection, including any supporting papers; and
3. The name and addresses of any witnesses to be presented at the Final Approval Hearing, together with a statement as to the matters on which they wish to testify and a summary of the proposed testimony.

GET MORE INFORMATION

19. Where can I get more information?

This Notice summarizes the Settlements. You can get more information about the Settlements at www.AGGenericDrugs.com, by calling 1-866-290-0182, or by writing to Generic Drugs Settlements 8769, P.O. Box 2599, Faribault, MN 55021-9599.

You can also get copies of the official Court file by accessing the Court docket in this case:

- Through the Court's Public Access to Court Electronic Records (PACER) system at https://pacer.login.uscourts.gov/ or
- By visiting the office of the Clerk of the Court for the United States District Court for the District of Connecticut, Abraham Ribicoff Federal Building, United States Courthouse, 450 Main Street, Suite A012, Hartford, CT 06103, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THESE SETTLEMENTS OR THE CLAIM PROCESS.

LIST OF DRUGS

More information on the List of Drugs can be found at https://AGGenericdrugs.com/English/Drug-List

Acetazolamide
Acetazolamide Tablet 125 mg
Acetazolamide Tablet 250 mg
Adapalene Cream 0.1%
Adapalene Gel
Alclometasone Dipropionate Cream 0.05%
Alclometasone Dipropionate Ointment
Amiloride HCL/HCTZ Tablets
Ammonium Lactate Cream EQ 12% Base
Ammonium Lactate Lotion EQ 12% Based
Amoxicillin/Clavulanate Chewable Tablets
Amphetamine/Dextroamphetamine ER (aka Mixed Amphetamine Salts)
Amphetamine/Dextroamphetamine IR
Azithromycin Suspension
Azitlnomycin Oral Suspension
Baclofen Tablets
Benazepril HCTZ
Betamethasone Dipropionate Cream EQ 0.05% BASE
Betamethasone Dipropionate Cream, Augmented EQ 0.05% BASE
Betamethasone Dipropionate Lotion EQ 0.05% BASE
Betamethasone Dipropionate Lotion, Augmented EQ 0.05% BASE
Betamethasone Valerate Cream 0.01% BASE
Betamethasone Valerate Lotion 0.01% BASE
Betamethasone Valerate Ointment 0.01% BASE
Betamethasone Valerate Tablet 0.01% BASE
Bethanechol Chloride Tablets
Bromocriptine Mesylate Tablets EQ 2.5 mg Base
Budesonide DR Capsules
Budesonide Inhalation
Bumetanide Tablets
Buspirone Hydrochloride Tablets
Cabergoline
Calcipotriene Betamethasone Dipropionate Ointment 0.06-0.005%
Calcipotriene Solution 0.005%
Capecitabine
Carbamazepine Chewable Tablets
Carbamazepine ER Tablets 100mg; 200mg; 400mg
Carbamazepine Tablets
Cefdinir Capsules
Cefdinir Oral Suspension
Cefpodoxime Proxetil Oral Suspension EQ 100mg Base; EQ 50mg Base
Cefpodoxime Proxetil Tablets EQ 100mg Base; EQ 200 mg Base

Cefprozil Tablets
Celecoxib
Cephalexin Suspension
Ciclopirox Cream 0.77%
Ciclopirox Shampoo 1%
Ciclopirox Solution 8%
Cimetidine Tablets
Ciprofloxacin Tablets
Clarithromycin ER Tablets
Clemastine Fumarate Tablets
Clindamycin Phosphate 60 ml solution
Clindamycin Phosphate All except solution (Cream, Gel, Lotion)
Clindamycin Phosphate All formulations (Cream, Gel, Lotion, Solution)
Clobetasol Propionate Cream 0.05%
Clobetasol Propionate Gel 0.05%
Clobetasol Propionate Ointment 0.05%
Clobetasol Propionate Solution 0.05%
Clomipramine HCL
Clonidine TTS Patch
Clotrimazole Betamethasone Dipropionate Cream EQ 0.05% BASE
Clotrimazole Betamethasone Dipropionate Ointment EQ 0.05% BASE
Clotrimazole Topical Solution
Cyproheptadine HCL Tablets
Desmopressin Acetate-Tablets
Desogestrel/Ethinyl Estradiol Tablets (Kariva)
Desonide Cream 0.05%
Desonide Lotion 0.05%
Desonide Ointment 0.05%
Desoximetasone Ointment 0.05%; 0.25%
Dexmethylphenidate
Dextroamphetamine Sulfate ER
Diclofenac Potassium Tablets
Diclofenac Tablets
Dicloxacillin Sodium Capsules
Diflunisal Tablets
Diltiazem HCL Tablets
Disopyramide Phosphate Capsules
Doxazosin Mesylate Tablets
Doxycycline hyclate DR
Doxycycline monohydrate
Drospirenone and ethinyl estradiol (Ocella)
Econazole Nitrate Cream 1%
Enalapril Maleate Tablets
Entecavir
Epitol Tablets
Eplerenone Tablets 25mg; 50mg

Erythromycin Base/Ethyl Alcohol Solution 2%
Estazolam Tablets
Estradiol
Estradiol Tablets
Ethambutol HCL [hydrocholoride] Tablets 100mg; 400mg
Ethinyl estradiol and levonorgestrel (Portia and Jolessa)
Ethosuximide Capsules
Ethosuximide Oral Solution
Etodolac ER Tablets
Etodolac Tablets
Fenofibrate
Fluconazole Tablets
Fluocinolone Acetonide Cream 0.01%; 0.025%
Fluocinolone Acetonide Ointment 0.025%
Fluocinonide Cream
Fluocinonide Cream 0.05%; 0.1%
Fluocinonide Emolient Cream
Fluocinonide Gel
Fluocinonide Gel 0.05%
Fluocinonide Ointment
Fluocinonide Ointment 0.05%
Fluocinonide Solution 0.05%
Fluoxetine HCL Tablets
Flurbiprofen Tablets
Flutamide Capsules
Fluticasone Propionate Lotion (60ml) 0.05%
Fluvastatin Sodium Capsules
Fosinopril-hydrochlorothiazide
Gabapentin Tablets
Glimepiride Tablets
Glipizide-metformin
Glyburide
Glyburide-metformin
Griseofulvin Microsize Tablets 250mg; 500mg
Griseofulvin Suspension
Halobetasol Propionate Cream 0.05%
Halobetasol Propionate Ointment 0.05%
Haloperidol
Hydrocortisone Acetate Suppositories (Anucort HC) Suppository 25mg; 30mg
Hydrocortisone Valerate Cream 0.2%
Hydroxyurea Capsules
Hydroxyzine Pamoate Capsules
Imiquimod Cream 0.2%
Irbesartan
Isoniazid
Ketoconazole Cream

Ketoconazole Cream 2%
Ketoconazole Tablets
Ketoprofen Capsules
Ketorolac Tromethamine Tablets
Labetalol HCL Tablets
Lamivudine/Zidovudine (generic Combivir)
Latanoprost Drops/Solution 0.005%; 0.01%
Leflunomide
Levothyroxine
Lidocaine Ointment 5%
Loperamide HCL Capsules
Medroxyprogesterone Tablets
Methazolamide Tablets 25mg; 50mg
Methotrexate Tablets
Methylphenidate HCL ER Tablets 10mg; 20mg; 5mg
Methylphenidate HCL Tablets 10mg; 20mg; 5mg
Metronidazole Cream 0.75%
Metronidazole Gel 0.75%
Metronidazole Gel 1%
Metronidazole Lotion 0.75%
Mimvey (Estradiol/Noreth) Tablets
Moexipril HCL Tablets
Moexipril HCL/HCTZ Tablets
Mometasone Furoate Cream 0.1%
Mometasone Furoate Ointment 0.1%
Mometasone Furoate Solution 0.1%
Nabumetone Tablets
Nadolol Tablets
Nafcillin Sodium Injectable Vials EQ 10GM Base; EQ 1GM Base; EQ 2GM Base
Niacin ER Tablets
Nimodipine
Nitroforantoin MAC Capsules
Norethindrone/ethinyl estradiol (Balziva)
Northindrone Acetate
Nortriptylline Hydrochloride Capsules
Nystatin
Nystatin Ointment 100,000 UNITS/GM
Nystatin/Triamcinolone Acetonide Cream - 100,000 UNITS/GM, 0.1%; 100,000 UNITS/GM, 1%
Nystatin/Triamcinolone Acetonide Ointment -100,000 UNITS/GM, 0.1%; 100,000 UNITS/GM, 1%
Omega-3-Acid Ethyl Esters
Oxacillin Sodium Injectable Vials - EQ 10GM Base; EQ 1GM Base; EQ 2GM Base
Oxaprozin Tablets
Oxybutynin Chloride Tablets
Paricalcitol

Paromomycin
Penicillin VK Tablets
Pentoxifylline Tablets
Phenytoin Sodium ER Capsule – 100mg; 200mg; 300mg
Pioglitazone HCL Metformin HCl Tablets 500mg, EQ 15mg Base; 850MG; EQ 15mg Base
Piroxicam
Pravastatin Sodium Tablets
Prazosin HCL Capsules
Prochlorperazine Maleate Suppository – 25mg
Prochlorperazine Tablets
Promethazine HCL Suppositories12.5mg; 25mg
Propranolol HCL Tablets
Raloxifine HCL Tablets
Ranitidine HCL Tablets
Tacrolimus Ointment – 0.03%; 0.1%
Tamoxifen Citrate Tablets
Temozolomide
Terconazole Cream 0.8%
Theophylline
Tizanidine
Tobramycin
Tolmetin Sodium Capsules
Tolterodine ER
Tolterodine Tartrate
Topiramate Sprinke Capsules
Triamcinolone Acetonide
Triamcinolone Acetonide Cream - 0.8%; 0.025%; 0.1%; 0.5%
Triamcinolone Acetonide Ointment - 0.025%; 0.1%; 0.5%
Triamcinolone Acetonide Paste – 0.1%
Trifluoperazine HCL
ValsartanHCTZ
Verapamil
Warfarin Sodium Tablets
Zoledronic acid

EXHIBIT D

Legal Notice

You Could Get Money from Current and Future Settlements

Additional settlements have been reached with some generic prescription drug manufacturers in lawsuits alleging that consumers paid artificially inflated prices for generic prescription drugs. The Settling Defendants are Bausch Health US, LLC, Bausch Health Americas, Inc., and Lannett Company, Inc.

Lawsuits continue against all other Non-Settling Defendant drug manufacturers: Actavis, Amneal, Ascend, Aurobindo, Breckinridge, Citron, Dr. Reddy s, Emcure, Fougera (see Sandoz), G , Glenmark, Greenstone, Lupin, Mallinckrodt (bankruptcy), Mayne Pharma, Mylan, Par Pharmaceutical (bankruptcy), Perrigo, Pfizer, Sandoz, Sun, Taro, Teligent (bankruptcy), Teva, Upsher-Smith, ockhardt, and Zydus.

What is the case about?

Lawsuits were brought by many State Attorneys General claiming that Defendants unlawfully agreed with each other to fix the prices of numerous generic prescription drugs sold in the United States. As a result of Defendants' conduct, prescription drug purchasers including individual consumers - may have paid more than was necessary. The lawsuits are not about and do not question - the safety or effectiveness of any of the drugs at issue.

Am I included?

You are included if: (1) you bought a generic prescription drug manufactured by any one of the Defendants (2) the drug is one of the drugs included in the lawsuit (3) your purchase was made sometime between May 1, 2009 and December 31, 2019 and (4) you reside in a participating state or territory (including D.C.) A listing of the drugs and a more complete description of eligibility requirements is available at the website (AGGenericDrugs.com) or by calling the toll-free number (1-866-290-0182).

What do the Settlements provide?

The State Attorneys General have created a fund for the deposit of settlement money from current and future settlements ("Settlement Fund"). The Settling Defendants have agreed to pay approximately $17.8 million into the Settlement Fund, of which $ 12.6 million is set aside for distribution and $ 5.2 million is set aside to finance the administration of the Settlements and to reimburse the State Attorneys General for litigation costs and fees as approved by the Court. Money will not be distributed yet and will be distributed pursuant to a Plan of Allocation approved by the Court at a later date.

The State Attorneys General will continue to pursue the lawsuits against the Non-Settling Defendants, with the expectation that additional money from future settlements will be placed into the Settlement Fund for later distribution, including to individual consumers who purchased generic drugs involved in the litigation and who timely submit valid claims.

How can I get benefits?

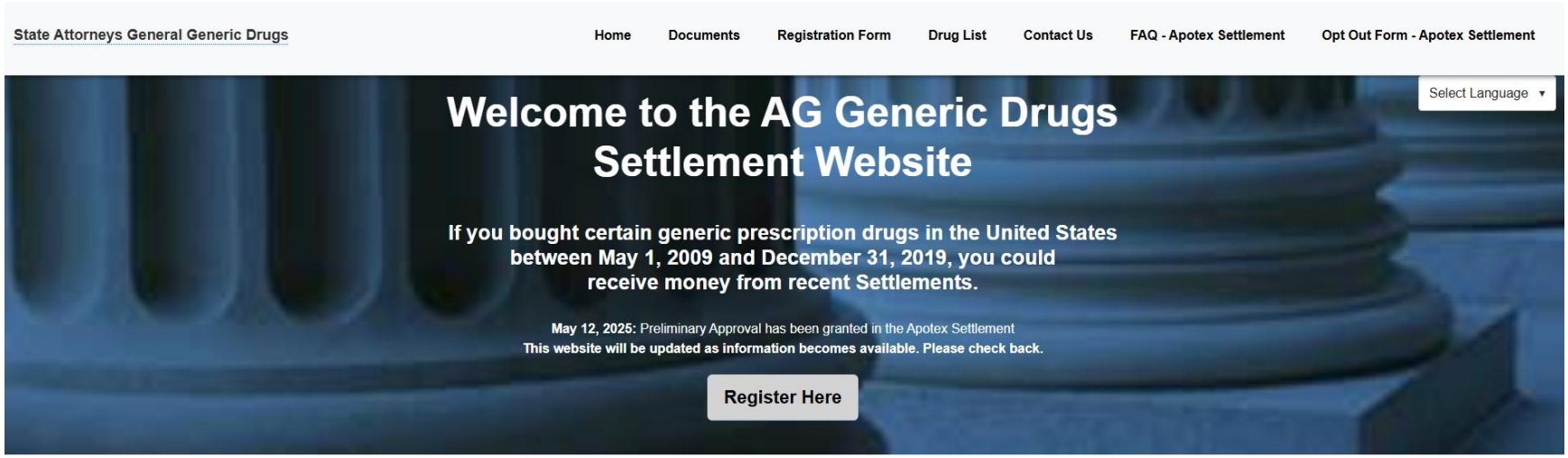
The claims process will open at a later date. You will need to submit a claim form to get a payment. The claim form will be made available to you via the website and other means at a later date. To receive updates about this and future Settlements, including when a claim form is available, and instructions on what information to provide when submitting a claim, you should register on the website, AGGenericDrugs.com, or call the toll-free number, 1-866-290-0182.

What are my rights?

If you do nothing, you will be bound by the Settlement and the Court's decisions. If you want to keep your right to sue the Settling Defendants, you must exclude yourself ("Opt out") from the Settlement no later than [Date]. If you wish to file objections or comments concerns but still remain in the litigation (and thus be bound by the Settlement and the Court s decisions), you may do so by submitting them to the Court in a timely, appropriate manner, as explained on the website, AGGenericDrugs.com. The Court will hold a hearing on [Date] to consider whether to approve the current Settlement. You or your own lawyer may appear at the hearing at your own expense, but you do not have to attend.

Please visit AGGenericDrugs.com or call **1-866-290-0182** for additional information, important documents, and case updates.

E HIBIT E



Settlements have been reached with generic prescription drug manufacturers, Apotex Corp., Heritage Pharmaceuticals Inc., and Emcure Pharmaceuticals Ltd, in lawsuits currently pending in the United States District Court for the District of Connecticut (the "States' Actions") and claims brought by Consumers and other End-Payers ("End-Payer Plaintiffs" or "EPPs") in a group of class actions currently pending in the United States District Court for the Eastern District of Pennsylvania (the "EPP Class Actions"). The lawsuits remain ongoing against non-settling defendant drug manufacturers.

This is a summary only. Your rights may be impacted. Please read the Apotex notice carefully. To view other settlement documents, including those from the Heritage/Emcure settlement, please see the Documents page. This website is directed only to Consumers and describes only the benefits, rights and deadlines for Consumers. Information on the settlement benefits for Third Party Payers is available at GenericDrugsEndPayerSettlement.com.

This is a summary only. Your rights may be impacted. Please read the Apotex notice carefully. To view other settlement documents, including those from the Heritage/Emcure settlement, please see the Documents page. This website is directed only to Consumers and describes only the benefits, rights and deadlines for Consumers. Information on the settlement benefits for Third Party Payers is available at GenericDrugsEndPayerSettlement.com.

The lawsuits claim that numerous defendants and their alleged co-conspirators agreed to fix the prices of prescription drugs sold in the United States. As a result, consumers who bought certain generic prescription drugs may have paid more than they should have. The lawsuits are not about – and do not question – the safety or efficacy of any of the drugs at issue.

Am I included in the Settlement?

Generally, you may be included if at any time between May 1, 2009 and December 31, 2019, you purchased in the United States or certain territories, a generic prescription drug listed in the lawsuit manufactured by any one of the defendants.

What does the Settlement provide?

The State Attorneys General have created a fund for the deposit of settlement money from current and future settlements ("Settlement Fund"). Money will not be distributed yet, and will be distributed pursuant to a Plan of Allocation at a later date and only after requisite court approvals. The State Attorneys General and EPPs will continue to pursue the lawsuits against the non-Settling defendants, with the expectation that additional money from future settlements will be placed into the Settlement Fund for later distribution, including to Consumers who purchased generic drugs involved in the litigation and who timely submit valid claims.

How can I get benefits?

The claims process will open at a later date. You will need to submit a claim form to get a payment, which will be made available to you via this website at a later date. To receive updates about this and future settlements, including when a claim form will be available, and instructions on what information to provide when submitting a claim, you should Register. If you previously registered on this website, you do not need to register again. If your contact information changes, please email the settlement administrator at info@aggenericdrugs.com.

What choices do I need to make now?

Your rights related to the Apotex settlement are explained in the Notice. The chart below provides a summary.

The United States District Court for the District of Connecticut will hold a hearing on **August 12, 2025**, and the United States District Court for the Eastern District of Pennsylvania will hold a hearing on **October 3, 2025** to consider whether to approve the proposed Settlement. You or your own lawyer may appear at the hearing at your own expense, but you do not have to attend.

YOUR LEGAL RIGHTS AND OPTIONS IN THE APOTEX SETTLEMENT		
Action	**Description**	**Instructions & Deadlines**
REGISTER TO RECEIVE FUTURE NOTICES	You will be notified by email or mail when a claim form is available. You will also receive updates about the lawsuits. Claim forms will also be made available via this website or by calling 1-866-290-0182	Register via this website or by calling 1-866-290-0182.
DO NOTHING NOW	You will be included in the Apotex Settlement and eligible to file a claim for a payment (if you qualify) at a later date. However, unless you register your contact information via the website or by calling 1-866-290-0182, you may not receive notice about when and how to file a claim, and thereby may lose any ability to receive any payment from the Apotex Settlement. You will give up any rights you currently have to separately sue Apotex for the conduct that is the subject of the lawsuits, unless you take action to exclude yourself from the settlement (as explained below).	
EXCLUDE YOURSELF	You will not receive a payment from the Apotex Settlement, but you will keep any rights you currently have to separately sue Apotex for the conduct that is the subject of these lawsuits.	To exclude yourself from this Settlement and the EPP Apotex Settlement Class, you must either go to this website and fill out the requisite information, or alternatively, mail a written statement to the settlement administrator as detailed below. To be timely, your request must be **completed online or postmarked** no later than **July 24, 2025**.

OBJECT TO THE SETTLEMENT	If you do not exclude yourself and you disagree with the Apotex Settlement, the proposed allocation plan, or any specific terms of the Apotex Settlement Agreement, you can write to the United States District Court for the District of Connecticut explaining why you disagree. A copy of your correspondence will also be filed in the United States District Court for the Eastern District of Pennsylvania on the EPP Class Actions docket.	To object to any aspect of the Settlement or otherwise express concerns about the Settlement – but still be included in the Settlement – you must submit a written statement to the United States District Court for the District of Connecticut and counsel (see instructions below). To be timely, your objection must be received no later than **July 24, 2025**.
GO TO THE HEARING	Anyone can attend either or both of the Final Fairness Hearings and observe. If you wish to attend and speak at one or both of the Final Fairness Hearings about your opinion of the Apotex Settlementor the proposed allocation plan, then you must notify the Court(s) presiding over the Hearing(s) that you wish to attend and speak.	Date of District of Connecticut Final Fairness Hearing: **August 12, 2025** Date of Eastern District of Pennsylvania Final Fairness Hearing: **October 3, 2025** To speak at either hearing you must file a Notice of Intent to Appear by **July 24, 2025** (see instructions below).

Documents

Last updated 08/12/2025

Apotex Settlement

#	Title	Download
1	Settlement Agreement - Apotex	Download
2	Motion for Preliminary Approval - Apotex	Download
3	Drug List - Apotex	Download
4	Short Form Notice - Apotex	Download
5	Long Form Notice - Apotex	Download
6	Defendant List - Apotex	Download
7	Order Granting Preliminary Approval - Apotex	Download
8	National Drug List ("NDC") for Retailers	Download
9	Administrator Declaration ISO Final Approval - Apotex	Download
10	Motion to Seal Exhibit F Opt Outs - Apotex	Download
11	Proposed Final Order - Apotex	Download
12	States Declaration ISO Final Approval - Apotex	Download
13	States Memorandum ISO Final Approval - Apotex	Download
14	States Motion for Final Approval - Apotex	Download
15	Order Granting Final Approval - Apotex	Download

Apotex EPP Settlement

#	Title	Download
1	Motion for Preliminary Approval - EPP	Download
2	Motion for Approval of the Notice Plan - EPP	Download
3	Preliminary Approval Order - EPP	Download
4	Order Setting the Fairness Hearing - EPP	Download

Heritage Settlement

#	Title	Download
1	Settlement Agreement - Heritage	Download
2	Order Granting Preliminary Approval - Heritage	Download
3	Drug List - Heritage	Download
4	Short Form Notice - Heritage	Download
5	Long Form Notice - Heritage	Download
6	Motion for Final Approval - Heritage	Download
7	Frequently Asked Questions - Heritage	Download

Registration Form

If you previously registered during the Heritage Settlement announcement, you do not need to register again for the Apotex Settlement. We will continue to notify you of any future settlements and when the claim filing period begins.

Last updated 03/26/2025

Registration Information

PROVIDE YOUR CONTACT INFORMATION BELOW TO BE NOTIFIED OF UPDATES

If you want to be notified of, or receive more information about either when/how you can submit a claim seeking payment, or more information about the Settlement, litigation, or future settlements, please provide your contact information.

*First Name:

Middle Initial:

*Last Name:

*Address 1:

Address 2:

*City:

*State:

*Zip: -

*Email Address:

Next Cancel

Rust Consulting | Privacy Policy

List of Drugs At Issue

Last updated 05/19/2025

NOTE: This list is only intended to assist consumers in determining whether they have purchased generic drugs that may be eligible to receive payment from recent Settlements.

This list does not purport to be exhaustive or completely accrurate.

The drugs listed in the "Long Form Notice" filed with the Court (and available at aggenericdrugs.com) should be reviewed and relied upon in determining eligibility.

Search Here

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
ACETAZOLAMIDE	TABLET	125MG	Diamox®	glaucoma, epilepsy, altitude sickness
ACETAZOLAMIDE	TABLET	250MG	Diamox®	glaucoma, epilepsy, altitude sickness
ACETAZOLAMIDE ER	CAPSULE	500MG	Diamox®	glaucoma, epilepsy, altitude sickness
ADAPALENE	CREAM	0.10%	Differin® and Plixda®	acne and other skin conditions
ADAPALENE	GEL	0.10%	Differin® and Plixda®	acne and other skin conditions
ADAPALENE	GEL	0.30%	Differin® and Plixda®	acne and other skin conditions
ALBUTEROL	TABLET	2MG	Proair®, Proventil®, Respirol® and Ventolin®	asthma, bronchitis, emphysema, and other lung issues
ALBUTEROL	TABLET	4MG	Proair®, Proventil®, Respirol® and Ventolin®	asthma, bronchitis, emphysema, and other lung issues
ALCLOMETASONE DIPROPIONATE	CREAM	0.05%	Aclovate®	eczema, dermatitis, psoriasis, and other skin conditions
ALCLOMETASONE DIPROPIONATE	OINTMENT	0.05%	Aclovate®	eczema, dermatitis, psoriasis, and other skin conditions
ALLOPURINOL	TABLET	100MG	Zyloprim® and Aloprim®	gout; issues caused by high uric acid levels
ALLOPURINOL	TABLET	300MG	Zyloprim® and Aloprim®	gout; issues caused by high uric acid levels

AMANTADINE HCL	CAPSULE	100MG	Symmetrel®	influenza; Parkinson's Disease
AMILORIDE HCL/HCTZ	TABLET	5-50MG	Moduretic	high blood pressure, hypertension
AMITRIPTYLINE	TABLET	10MG	Elavil® and Vanatrip®	depression, anxiety; chronic neuropathic pain
AMITRIPTYLINE	TABLET	25MG	Elavil® and Vanatrip®	depression, anxiety; chronic neuropathic pain
AMITRIPTYLINE	TABLET	50MG	Elavil® and Vanatrip®	depression, anxiety; chronic neuropathic pain
AMITRIPTYLINE	TABLET	75MG	Elavil® and Vanatrip®	depression, anxiety; chronic neuropathic pain
AMITRIPTYLINE	TABLET	100MG	Elavil® and Vanatrip®	depression, anxiety; chronic neuropathic pain
AMITRIPTYLINE	TABLET	150MG	Elavil® and Vanatrip®	depression, anxiety; chronic neuropathic pain
AMMONIUM LACTATE	CREAM	12%	AmLactin, Lac Hydrin	dry skin conditions including xerosis, ichthyosis vulgaris
AMMONIUM LACTATE	LOTION	12%	AmLactin, Lac Hydrin	dry skin conditions including xerosis, ichthyosis vulgaris
AMOXICILLIN/CLAVULANATE POTASSIUM	TABLET CHEWABLE	200-28.5MG	Augmentin	various bacterial infections (e.g., sinusitis, pneumonia, ear infections, bronchitis, urinary tract infections)
AMOXICILLIN/CLAVULANATE POTASSIUM	TABLET CHEWABLE	400-57MG	Augmentin	various bacterial infections (e.g., sinusitis, pneumonia, ear infections, bronchitis, urinary tract infections)
AMPHETAMINE/DEXTROAMPHETAMINE (MAS)	TABLET	5MG	Adderall and Mydayis	attention-deficit hyperactivity disorder (ADHD) and narcolepsy
AMPHETAMINE/DEXTROAMPHETAMINE (MAS)	TABLET	10MG	Adderall and Mydayis	attention-deficit hyperactivity disorder (ADHD) and narcolepsy
AMPHETAMINE/DEXTROAMPHETAMINE (MAS)	TABLET	20MG	Adderall and Mydayis	attention-deficit hyperactivity disorder (ADHD) and narcolepsy
AMPHETAMINE/DEXTROAMPHETAMINE (MAS)	TABLET	30MG	Adderall and Mydayis	attention-deficit hyperactivity disorder (ADHD) and narcolepsy
AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS)	CAPSULE	5MG	Adderall and Mydayis	attention-deficit hyperactivity disorder (ADHD) and narcolepsy
AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS)	CAPSULE	10MG	Adderall and Mydayis	attention-deficit hyperactivity disorder (ADHD) and narcolepsy
AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS)	CAPSULE	15MG	Adderall and Mydayis	attention-deficit hyperactivity disorder (ADHD) and narcolepsy

AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS)	CAPSULE	20MG	Adderall and Mydayis	attention-deficit hyperactivity disorder (ADHD) and narcolepsy
AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS)	CAPSULE	25MG	Adderall and Mydayis	attention-deficit hyperactivity disorder (ADHD) and narcolepsy
AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS)	CAPSULE	30MG	Adderall and Mydayis	attention-deficit hyperactivity disorder (ADHD) and narcolepsy
ATENOLOL/CHLORTHALIDONE	TABLET	50-25MG	Tenoretic	high blood pressure, hypertension
ATENOLOL/CHLORTHALIDONE	TABLET	100-25MG	Tenoretic	high blood pressure, hypertension
ATROPINE SULFATE	SOLUTION	1%	Isopto Atropine	various eye conditions
AZITHROMYCIN	ORAL SUSPENSION	100MG/5ML	Zithromax	numerous bacterial infections, such as respiratory infections, skin infections, ear infections, eye infections, and sexually transmitted diseases
AZITHROMYCIN	ORAL SUSPENSION	200MG/5ML	Zithromax	numerous bacterial infections, such as respiratory infections, skin infections, ear infections, eye infections, and sexually transmitted diseases
BACLOFEN	TABLET	10MG	ED Baclofen® and Lioresal®	muscle spasticity, including muscle spasms, due to multiple sclerosis and other spinal cord conditions
BACLOFEN	TABLET	20MG	ED Baclofen® and Lioresal®	muscle spasticity, including muscle spasms, due to multiple sclerosis and other spinal cord conditions
BALSALAZIDE DISODIUM	CAPSULE	750MG	Giazo, Colazal	inflammatory bowel disease called ulcerative colitis
BENAZEPRIL HCTZ	TABLET	10-12.5MG	Lotensin HCT	high blood pressure, hypertension
BENAZEPRIL HCTZ	TABLET	20-12.5MG	Lotensin HCT	high blood pressure, hypertension
BENAZEPRIL HCTZ	TABLET	20-25MG	Lotensin HCT	high blood pressure, hypertension
BETAMETHASONE DIPROPIONATE	CREAM	0.05%	Diprolene, Luxiq, Sernivo, Maxivate, Valnac	various skin conditions
BETAMETHASONE DIPROPIONATE	LOTION	0.05%	Diprolene, Luxiq, Sernivo, Maxivate, Valnac	various skin conditions
BETAMETHASONE DIPROPIONATE	OINTMENT	0.05%	Diprolene, Luxiq, Sernivo, Maxivate, Valnac	various skin conditions
BETAMETHASONE DIPROPIONATE AUGMENTED	LOTION	0.05%	Diprolene	various skin conditions

BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	CREAM	0.05%	Lotrisone	antifungal and other various skin conditions
BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	CREAM	0.10%	Lotrisone	antifungal and other various skin conditions
BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	LOTION	0.05%	Lotrisone	antifungal and other various skin conditions
BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	LOTION	0.10%	Lotrisone	antifungal and other various skin conditions
BETAMETHASONE VALERATE	CREAM	0.10%	Betnovate, Beta-Val, Luxiq, Qualisone, Valisone	various skin conditions
BETAMETHASONE VALERATE	LOTION	0.10%	Betnovate, Celestoderm, Ecoval 70, Hormezon	various skin conditions
BETAMETHASONE VALERATE	OINTMENT	0.10%	Betnovate, Celestoderm, Ecoval 70, Hormezon	various skin conditions
BETHANECHOL CHLORIDE	TABLET	5MG	Urecholine	urinary tract and/or bladder conditions
BETHANECHOL CHLORIDE	TABLET	10MG	Urecholine	urinary tract and/or bladder conditions
BETHANECHOL CHLORIDE	TABLET	25 MG	Urecholine	urinary tract and/or bladder conditions
BETHANECHOL CHLORIDE	TABLET	50 MG	Urecholine	urinary tract and/or bladder conditions
BROMOCRIPTINE MESYLATE	TABLET	2.5MG	Cycloset, Parlodel	lowering blood sugar levels in patients with diabetes 2; lowering prolactin levels for certain conditions; assisting with certain conditions for patients with Parkinson's diseases and Acromegaly
BUDESONIDE	SOLUTION	0.25MG/2ML	Entocort, Uceris, Eohilia, Cortiment, Jorveza, Tarpeyo	reduce swelling and inflammation
BUDESONIDE	SOLUTION	0.5MG/2ML	Entocort, Uceris, Eohilia, Cortiment, Jorveza, Tarpeyo	reduce swelling and inflammation
BUDESONIDE	SOLUTION	1MG/2ML	Entocort, Uceris, Eohilia, Cortiment, Jorveza, Tarpeyo	reduce swelling and inflammation
BUDESONIDE DR	CAPSULE	3MG	Entocort, Uceris, Eohilia, Cortiment, Jorveza, Tarpeyo	reduce swelling and inflammation

BUMETANIDE	TABLET	0.5MG	Bumex®	diuretic to assist with water retention issues for various conditions
BUMETANIDE	TABLET	1MG	Bumex®	diuretic to assist with water retention issues for various conditions
BUMETANIDE	TABLET	2MG	Bumex®	diuretic to assist with water retention issues for various conditions
BUSPIRONE HCL	TABLET	5MG	BuSpar®	anxiety, depression
BUSPIRONE HCL	TABLET	7.5MG	BuSpar®	anxiety, depression
BUSPIRONE HCL	TABLET	10MG	BuSpar®	anxiety, depression
BUSPIRONE HCL	TABLET	15MG	BuSpar®	anxiety, depression
BUSPIRONE HCL	TABLET	30MG	BuSpar®	anxiety, depression
BUTORPHANOL TARTRATE	SPRAY	10MG/ML	Stadol®, Torbutrol®, Torbugesic®, Dolorex®	pain relief
CABERGOLINE	TABLET	0.5MG	Dostinex®	various conditions resulting from high prolactin levels
CALCIPOTRIENE	SOLUTION	ALL STRENGTHS	Calcitrene, Dovonex, Sorilux, Trionexin	various conditions resulting from high prolactin levels
CALCIPOTRIENE BETHAMASONE DIPROPRIONATE	OINTMENT	0.064%/0.005%	Taclonex, Enstilar, and Wynzora	psoriasis and other skin conditions
CAPECITABINE	TABLET	150MG	Xeloda®	cancer treatments
CAPECITABINE	TABLET	500MG	Xeloda®	cancer treatments
CAPTOPRIL	TABLET	12.5MG	Capoten®	high blood pressure, hypertension
CAPTOPRIL	TABLET	25MG	Capoten®	high blood pressure, hypertension
CAPTOPRIL	TABLET	50MG	Capoten®	high blood pressure, hypertension
CAPTOPRIL	TABLET	100MG	Capoten®	high blood pressure, hypertension
CARBAMAZEPINE	TABLET	200MG	Epitol®,Tegretol, Curatil	anticonvulsant for epilepsy and seizures
CARBAMAZEPINE	TABLET CHEWABLE	100MG	Epitol®,Tegretol, Curatil	anticonvulsant for epilepsy and seizures
CARBAMAZEPINE ER	TABLET	100MG	Tegretol -XR®	anticonvulsant for epilepsy and seizures

CARBAMAZEPINE ER	TABLET	200MG	Tegretol -XR®	anticonvulsant for epilepsy and seizures
CARBAMAZEPINE ER	TABLET	400MG	Tegretol -XR®	anticonvulsant for epilepsy and seizures
CARISOPRODOL	TABLET	350MG	Soma, Vanadom	muscle relaxation/pain for various conditions
CEFDINIR	CAPSULE	300MG	Omnicef	antibiotic used for various bacterial infections
CEFDINIR	SOLUTION	125MG/5ML	Omnicef	antibiotic used for various bacterial infections
CEFDINIR	SOLUTION	250MG/5ML	Omnicef	antibiotic used for various bacterial infections
CEFPODOXIME PROXETIL	ORAL SUSPENSION	50MG/5ML	Vantin	antibiotic used for various bacterial infections
CEFPODOXIME PROXETIL	ORAL SUSPENSION	100MG/5ML	Vantin	antibiotic used for various bacterial infections
CEFPODOXIME PROXETIL	TABLET	100MG	Vantin	antibiotic used for various bacterial infections
CEFPODOXIME PROXETIL	TABLET	200MG	Vantin	antibiotic used for various bacterial infections
CEFPROZIL	TABLET	250MG	Cefzil, Cefproz	antibiotic used for various bacterial infections
CEFPROZIL	TABLET	500MG	Cefzil, Cefproz	antibiotic used for various bacterial infections
CEFUROXIME AXETIL	TABLET	250MG	Ceftin, Zinacef	antibiotic used for various bacterial infections
CEFUROXIME AXETIL	TABLET	500MG	Ceftin, Zinacef	antibiotic used for various bacterial infections
CELECOXIB	CAPSULE	50MG	Celebrex®	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and to help relieve symptoms of arthritis and joint pain
CELECOXIB	CAPSULE	100MG	Celebrex®	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and to help relieve symptoms of arthritis and joint pain
CELECOXIB	CAPSULE	200MG	Celebrex®	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and to help relieve symptoms of arthritis and joint pain
CELECOXIB	CAPSULE	400MG	Celebrex®	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and to help relieve symptoms of arthritis and joint pain
CEPHALEXIN (CEFALEXIN)	SOLUTION	125MG/5ML	Keflex, Biocef, Daxbia, Zartan, Keftab.	antibiotic used for various bacterial infections

CEPHALEXIN (CEFALEXIN)	SOLUTION	250MG/5ML	Keflex, Biocef, Daxbia, Zartan, Keftab.	antibiotic used for various bacterial infections
CHLORPROMAZINE HCL	TABLET	10MG	Thorazine®, Thoradal	used for a variety of mental health conditions such as schizophrenia or bipolar disorder
CHLORPROMAZINE HCL	TABLET	25MG	Thorazine®	used for a variety of mental health conditions such as schizophrenia or bipolar disorder
CHLORPROMAZINE HCL	TABLET	50MG	Thorazine®	used for a variety of mental health conditions such as schizophrenia or bipolar disorder
CHLORPROMAZINE HCL	TABLET	100MG	Thorazine®	used for a variety of mental health conditions such as schizophrenia or bipolar disorder
CHLORPROMAZINE HCL	TABLET	200MG	Thorazine®	used for a variety of mental health conditions such as schizophrenia or bipolar disorder
CHOLESTYRAMINE	PACKET/ORAL SOLID	4G	Prevalite, Questran, Questran Light, LoCholest	used for lowering cholesterol
CHOLESTYRAMINE	POWDER	4G	Prevalite, Questran, Questran Light, LoCholest	used for lowering cholesterol
CICLOPIROX	CREAM	0.77%	Loprox, Ciclodan and Penlac	used for infections caused by fungus
CICLOPIROX	SHAMPOO	1%	Loprox, Ciclodan and Penlac	used for infections caused by fungus
CICLOPIROX	SOLUTION	8%	Loprox, Ciclodan and Penlac	used for infections caused by fungus
CIMETIDINE	TABLET	200MG	Tagamet HB®	heartburn, stomach ulcers and reflux disease
CIMETIDINE	TABLET	300MG	Tagamet HB®	heartburn, stomach ulcers and reflux disease
CIMETIDINE	TABLET	400MG	Tagamet HB®	heartburn, stomach ulcers and reflux disease
CIMETIDINE	TABLET	800MG	Tagamet HB®	heartburn, stomach ulcers and reflux disease
CIPROFLOXACIN HCL	TABLET	100MG	Cipro, Ciproxin, Ciloxan, Cetraxal	antibiotic used for various bacterial infections
CIPROFLOXACIN HCL	TABLET	250MG	Cipro, Ciproxin, Ciloxan, Cetraxal	antibiotic used for various bacterial infections
CIPROFLOXACIN HCL	TABLET	500MG	Cipro, Ciproxin, Ciloxan, Cetraxal	antibiotic used for various bacterial infections
CIPROFLOXACIN HCL	TABLET	750MG	Cipro, Ciproxin, Ciloxan, Cetraxal	antibiotic used for various bacterial infections
CLARITHROMYCIN ER	TABLET	500MG	Biaxin XL	antibiotic used for various bacterial infections

CLEMASTINE FUMARATE	TABLET	1.34MG	Tavist Allergy and Dayhist Allergy	antihistamine, used for reducing allergy symptoms.
CLEMASTINE FUMARATE	TABLET	2.86MG	Tavist Allergy and Dayhist Allergy	antihistamine, used for reducing allergy symptoms.
CLINDAMYCIN PHOSPHATE	GEL	1%	Cleocin, Cleocin T, Clinda-Derm, Clindagel, Clindesse, and Xaciato	antibiotic used for various bacterial infections, as well as acne
CLINDAMYCIN PHOSPHATE	LOTION	1%	Cleocin, Cleocin T, Clinda-Derm, Clindagel, Clindesse, and Xaciato	antibiotic used for various bacterial infections, as well as acne
CLINDAMYCIN PHOSPHATE	SOLUTION	1%	Cleocin, Cleocin T, Clinda-Derm, Clindagel, Clindesse, and Xaciato	antibiotic used for various bacterial infections, as well as acne
CLINDAMYCIN PHOSPHATE	VAGINAL CREAM	2%	Cleocin, Cleocin T, Clinda-Derm, Clindagel, Clindesse, and Xaciato	antibiotic used for various bacterial infections, as well as acne
CLOBETASOL	CREAM	0.05%	Clobex, Coremax, Embeline, Dermovate, ClobaDerm, Etrivex, Temovate	used for various skin conditions such as redness, itching, or rashes caused by eczema and psoriasis
CLOBETASOL	E CREAM	0.05%	Clobex, Coremax, Embeline, Dermovate, ClobaDerm, Etrivex, Temovate	used for various skin conditions such as redness, itching, or rashes caused by eczema and psoriasis
CLOBETASOL	GEL	0.05%	Clobex, Coremax, Embeline, Dermovate, ClobaDerm, Etrivex, Temovate	used for various skin conditions such as redness, itching, or rashes caused by eczema and psoriasis
CLOBETASOL	OINTMENT	0.05%	Clobex, Coremax, Embeline, Dermovate, ClobaDerm, Etrivex, Temovate	used for various skin conditions such as redness, itching, or rashes caused by eczema and psoriasis
CLOBETASOL	SOLUTION	0.05%	Clobex, Coremax, Embeline, Dermovate, ClobaDerm, Etrivex, Temovate	used for various skin conditions such as redness, itching, or rashes caused by eczema and psoriasis
CLOMIPRAMINE	CAPSULE	25MG	Anafranil®	antidepressant used for obsessive-compulsive disorder
CLOMIPRAMINE	CAPSULE	50MG	Anafranil®	antidepressant used for obsessive-compulsive disorder
CLOMIPRAMINE	CAPSULE	75MG	Anafranil®	antidepressant used for obsessive-compulsive disorder
CLONIDINE	PATCH	0.1MG/24HR	Catapres, Kapvay	high blood pressure, hypertension
CLONIDINE	PATCH	0.2MG/24HR	Catapres, Kapvay	high blood pressure, hypertension
CLONIDINE	PATCH	0.3MG/24HR	Catapres, Kapvay	high blood pressure, hypertension
CLOTRIMAZOLE	SOLUTION	1%	Lotrimin AF, Mycelex, Canesten	fungal infection on skin

CYPROHEPTADINE HCL	TABLET	4MG	Periactin®	antihistamine used to reduce allergy symptoms
DESMOPRESSIN ACETATE	TABLET	0.1MG	DDAVP®, Minirin® and Stimate®	synthetic hormone with many uses including central diabetes insipidus, nocturnal polyuria, and bed-wetting
DESMOPRESSIN ACETATE	TABLET	0.2MG	DDAVP®, Minirin® and Stimate®	synthetic hormone with many uses including central diabetes insipidus, nocturnal polyuria, and bed-wetting
DESONIDE	CREAM	0.05%	Desonate, DesOwen, Desrx,	used for various skin conditions such as redness, itching, or inflammation
DESONIDE	LOTION	0.05%	Desonate, DesOwen, Desrx,	used for various skin conditions such as redness, itching, or inflammation
DESONIDE	OINTMENT	0.05%	Desonate, DesOwen, Desrx,	used for various skin conditions such as redness, itching, or inflammation
DESOXIMETASONE	OINTMENT	0.05%	Topicort	used for various skin conditions such as redness, itching, or inflammation
DESOXIMETASONE	OINTMENT	0.25%	Topicort	used for various skin conditions such as redness, itching, or inflammation
DEXMETHYLPHENIDATE HCL ER (DEXMETHER)	CAPSULE	5MG	Focalin, Focalin XR	attention-deficit hyperactivity disorder (ADHD)
DEXMETHYLPHENIDATE HCL ER (DEXMETHER)	CAPSULE	15MG	Focalin, Focalin XR	attention-deficit hyperactivity disorder (ADHD)
DEXMETHYLPHENIDATE HCL ER (DEXMETHER)	CAPSULE	20MG	Focalin, Focalin XR	attention-deficit hyperactivity disorder (ADHD)
DEXMETHYLPHENIDATE HCL ER (DEXMETHER)	CAPSULE	40MG	Focalin, Focalin XR	attention-deficit hyperactivity disorder (ADHD)
DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	2.5MG	Dexedrine, Dextrostat, Procentra, Zenzedi	attention-deficit hyperactivity disorder (ADHD)
DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	5MG	Dexedrine, Dextrostat, Procentra, Zenzedi	attention-deficit hyperactivity disorder (ADHD)
DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	7.5MG	Dexedrine, Dextrostat, Procentra, Zenzedi	attention-deficit hyperactivity disorder (ADHD)
DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	10MG	Dexedrine, Dextrostat, Procentra, Zenzedi	attention-deficit hyperactivity disorder (ADHD)

DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	15MG	Dexedrine, Dextrostat, Procentra, Zenzedi	attention-deficit hyperactivity disorder (ADHD)
DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	20MG	Dexedrine, Dextrostat, Procentra, Zenzedi	attention-deficit hyperactivity disorder (ADHD)
DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	30MG	Dexedrine, Dextrostat, Procentra, Zenzedi	attention-deficit hyperactivity disorder (ADHD)
DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	5MG	Dexedrine, Dextrostat, Procentra, Zenzedi	attention-deficit hyperactivity disorder (ADHD)
DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	10MG	Dexedrine, Dextrostat, Procentra, Zenzedi	attention-deficit hyperactivity disorder (ADHD)
DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	15MG	Dexedrine, Dextrostat, Procentra, Zenzedi	attention-deficit hyperactivity disorder (ADHD)
DICLOFENAC POTASSIUM	TABLET	50MG	Voltaren, Voltaren XR, Cataflam, Cambia, Zorvolex, Dyloject, Zipsor, Lofena, Diclozor	nonsteroidal anti-inflammatory drug (NSAID) used for pain or inflammation caused by arthritis or ankylosing spondylitis
DICLOXACILLIN SODIUM	CAPSULE	250MG	Diclocil, Dynapen, Dycill	penicillin antibiotic used for certain bacterial infections
DICLOXACILLIN SODIUM	CAPSULE	500MG	Diclocil, Dynapen, Dycill	penicillin antibiotic used for certain bacterial infections
DIFLUNISAL	TABLET	500MG	Dolobid	mild to moderate pain, inflammation, or arthritis.
DIGOXIN	TABLET	0.125MG	Digox, Digitek®, Lanoxicaps® and Lanoxin®	heart failure and atrial fibrillation
DIGOXIN	TABLET	0.25MG	Digox, Digitek®, Lanoxicaps® and Lanoxin®	heart failure and atrial fibrillation
DILTIAZEM HCL	TABLET	120MG	Cardizem, Diltia and Tiazac	high blood pressure, hypertension, angina (severe chest pain)
DILTIAZEM HCL	TABLET	30MG	Cardizem, Diltia and Tiazac	high blood pressure, hypertension, angina (severe chest pain)
DILTIAZEM HCL	TABLET	60MG	Cardizem, Diltia and Tiazac	high blood pressure, hypertension, angina (severe chest pain)
DILTIAZEM HCL	TABLET	90MG	Cardizem, Diltia and Tiazac	high blood pressure, hypertension, angina (severe chest pain)
DIPHENOXYLATE/ATROPINE	TABLET	2.5MG;0.025MG	Lomotil®, Lomocot, Lonomx	severe diarrhea

DISOPYRAMIDE PHOSPHATE	CAPSULE	100MG	Lomotil®, Lomocot, Lonomx	severe diarrhea
DISOPYRAMIDE PHOSPHATE	CAPSULE	150MG	Lomotil®, Lomocot, Lonomx	severe diarrhea
DIVALPROEX ER	TABLET	250MG	Depakote, Depakote ER	seizures, bipolar disorder and severe migraines
DIVALPROEX ER	TABLET	500MG	Depakote, Depakote ER	seizures, bipolar disorder and severe migraines
DOXAZOSIN MESYLATE	TABLET	1MG	Cardura, Doxadura, Larbex, Raporsin, Slocin	high blood pressure, also used for symptoms of an enlarged prostate
DOXAZOSIN MESYLATE	TABLET	2MG	Cardura, Doxadura, Larbex, Raporsin, Slocin	high blood pressure, also used for symptoms of an enlarged prostate
DOXAZOSIN MESYLATE	TABLET	4MG	Cardura, Doxadura, Larbex, Raporsin, Slocin	high blood pressure, also used for symptoms of an enlarged prostate
DOXAZOSIN MESYLATE	TABLET	8MG	Cardura, Doxadura, Larbex, Raporsin, Slocin	high blood pressure, also used for symptoms of an enlarged prostate
DOXYCYCLINE HYCLATE	CAPSULE	50MG	Vibramycin, Monodox, Acticlate, Atridox, Avidoxy, Doxy, Doxycin, Doryx, Oracea, Periostat, Adoxa, Ocudox, and Doryx MPC	bacterial infections, severe acne, malaria prevention
DOXYCYCLINE HYCLATE	CAPSULE	100MG	Vibramycin, Monodox, Acticlate, Atridox, Avidoxy, Doxy, Doxycin, Doryx, Oracea, Periostat, Adoxa, Ocudox, and Doryx MPC	bacterial infections, severe acne, malaria prevention
DOXYCYCLINE HYCLATE	TABLET	100MG	Vibramycin, Monodox, Acticlate, Atridox, Avidoxy, Doxy, Doxycin, Doryx, Oracea, Periostat, Adoxa, Ocudox, and Doryx MPC	bacterial infections, severe acne, malaria prevention
DOXYCYCLINE HYCLATE DR	TABLET	75MG	Vibramycin, Monodox, Acticlate, Atridox, Avidoxy, Doxy, Doxycin, Doryx, Oracea, Periostat, Adoxa, Ocudox, and Doryx MPC	bacterial infections, severe acne, malaria prevention
DOXYCYCLINE HYCLATE DR	TABLET	100MG	Vibramycin, Monodox, Acticlate, Atridox, Avidoxy, Doxy, Doxycin, Doryx, Oracea, Periostat, Adoxa, Ocudox, and Doryx MPC	bacterial infections, severe acne, malaria prevention

DOXYCYCLINE HYCLATE DR	TABLET	150MG	Vibramycin, Monodox, Acticlate, Atridox, Avidoxy, Doxy, Doxycin, Doryx, Oracea, Periostat, Adoxa, Ocudox, and Doryx MPC	used for bacterial infections, severe acne, and malaria prevention
DOXYCYCLINE MONOHYDRATE	TABLET	50MG	Vibramycin, Monodox, Acticlate, Atridox, Avidoxy, Doxy, Doxycin, Doryx, Oracea, Periostat, Adoxa, Ocudox, and Doryx MPC	bacterial infections, severe acne, malaria prevention
DOXYCYCLINE MONOHYDRATE	TABLET	75MG	Vibramycin, Monodox, Acticlate, Atridox, Avidoxy, Doxy, Doxycin, Doryx, Oracea, Periostat, Adoxa, Ocudox, and Doryx MPC	used for bacterial infections, severe acne, and malaria prevention
DOXYCYCLINE MONOHYDRATE	TABLET	100MG	Vibramycin, Monodox, Acticlate, Atridox, Avidoxy, Doxy, Doxycin, Doryx, Oracea, Periostat, Adoxa, Ocudox, and Doryx MPC	bacterial infections, severe acne, malaria prevention
DOXYCYCLINE MONOHYDRATE	TABLET	150MG	Vibramycin, Monodox, Acticlate, Atridox, Avidoxy, Doxy, Doxycin, Doryx, Oracea, Periostat, Adoxa, Ocudox, and Doryx MPC	bacterial infections, severe acne, malaria prevention
DROSPIRENONE/ETHINYL ESTRADIOL	TABLET	3MG-0.02MG	Ocella, Gianvi, Jasmiel, Yasmin and Yaz.	pregnancy prevention, acne, premenstrual dysphoric disorder
DROSPIRENONE/ETHINYL ESTRADIOL	TABLET	3MG-0.03MG	Ocella, Gianvi, Jasmiel, Yasmin and Yaz.	pregnancy prevention, acne, premenstrual dysphoric disorder
ECONAZOLE	CREAM	1%	Ecoza, Spectazole	antifungal infections such as athlete's foot, jock itch, ringworm
ENALAPRIL MALEATE	TABLET	2.5MG	Epaned, Vasotec, and Vasotec IV	high blood pressure, hypertension, congestive heart failure; angina (severe chest pain)
ENALAPRIL MALEATE	TABLET	5MG	Epaned, Vasotec, and Vasotec IV	high blood pressure, hypertension, congestive heart failure; angina (severe chest pain)
ENALAPRIL MALEATE	TABLET	10MG	Epaned, Vasotec, and Vasotec IV	high blood pressure, hypertension, congestive heart failure; angina (severe chest pain)
ENALAPRIL MALEATE	TABLET	20MG	Epaned, Vasotec, and Vasotec IV	high blood pressure, hypertension, congestive heart failure; angina (severe chest pain)

ENTECAVIR	TABLET	0.5MG	Baraclude	used for liver infections caused by hepatitis B
ENTECAVIR	TABLET	1MG	Baraclude	treatment of liver infection caused by hepatitis B
EPLERENONE	TABLET	25MG	Inspra	high blood pressure, hypertension
EPLERENONE	TABLET	50MG	Inspra	high blood pressure, hypertension
ERYTHROMYCIN	SOLUTION	ALL STRENGTHS	Emgel, Emcin, Ery, Erythrocin, Erythroped, Erymax, Erythroped A, Tiloryth, Theramycin	antibiotic used for various skin conditions
ESTAZOLAM	TABLET	1MG	Prosom	insomnia
ESTAZOLAM	TABLET	2MG	Prosom	insomnia
ESTRADIOL	TABLET	0.5MG	Estrace, Vivelle-Dot, Delestrogen, DepoEstradiol, Divigel, Elestrin, Alora	used in the treatment of various effects of menopause, including severity of hot flashes
ESTRADIOL	TABLET	1MG	Estrace, Vivelle-Dot, Delestrogen, DepoEstradiol, Divigel, Elestrin, Alora	used in the treatment of various effects of menopause, including severity of hot flashes
ESTRADIOL	TABLET	2MG	Estrace, Vivelle-Dot, Delestrogen, DepoEstradiol, Divigel, Elestrin, Alora	used in the treatment of various effects of menopause, including severity of hot flashes
ESTRADIOL/NORETHINDRONE ACETATE	TABLET	1-0.5MG	Mimvey	used in the treatment of various effects of menopause, including severity of hot flashes
ETHAMBUTOL HCL	TABLET	100MG	Myambutol	tuberculosis
ETHAMBUTOL HCL	TABLET	400MG	Myambutol	tuberculosis
ETHINYL ESTRADIOL/DESOGESTREL	TABLET	0.15/0.02-0.01MG	Apri, Caziant, Cesia, Cyclessa, Desogen, Enskyce, Kariva, Mircette, Ortho-Cept, Reclipsen, Solia, and Velivet	pregnancy prevention
ETHINYL ESTRADIOL/DESOGESTREL	TABLET	0.15-0.02-0.01MG	Apri, Caziant, Cesia, Cyclessa, Desogen, Enskyce, Kariva, Mircette, Ortho-Cept, Reclipsen, Solia, and Velivet	pregnancy prevention
ETHINYL ESTRADIOL/DESOGESTREL	TABLET	0.15-0.03MG	Apri, Caziant, Cesia, Cyclessa, Desogen, Enskyce, Kariva, Mircette, Ortho-Cept, Reclipsen, Solia, and Velivet	pregnancy prevention
ETHINYL ESTRADIOL/LEVONORGESTREL	TABLET	ALL STRENGTHS	Portia ,Jolessa, Ashlyna, Ayuna, Daysee, Dolishale, Enpresse, Introvale, Levonest, Lo Simpesse, Rivelsa, Simpesse, Trivora-28, Tyblume, Vienva	pregnancy prevention

ETHOSUXIMIDE	CAPSULE	250MG	Zarontin	seizures
ETHOSUXIMIDE	ORAL SOLUTION	250MG/5ML	Zarontin	seizures
ETODOLAC	CAPSULE	200MG	Lodine	nonsteroidal anti-inflammatory drug (NSAID) used for treatment of mild to moderate pain and to help relieve symptoms of arthritis and joint pain
ETODOLAC	CAPSULE	300MG	Lodine	nonsteroidal anti-inflammatory drug (NSAID) used for treatment of mild to moderate pain and to help relieve symptoms of arthritis and joint pain
ETODOLAC	TABLET	400MG	Lodine	nonsteroidal anti-inflammatory drug (NSAID) used for treatment of mild to moderate pain and to help relieve symptoms of arthritis and joint pain
ETODOLAC	TABLET	500MG	Lodine	nonsteroidal anti-inflammatory drug (NSAID) used for treatment of mild to moderate pain and to help relieve symptoms of arthritis and joint pain
ETODOLAC ER	TABLET	400MG	Lodine SR	nonsteroidal anti-inflammatory drug (NSAID) used for treatment of mild to moderate pain and to help relieve symptoms of arthritis and joint pain
ETODOLAC ER	TABLET	500MG	Lodine SR	nonsteroidal anti-inflammatory drug (NSAID) used for treatment of mild to moderate pain and to help relieve symptoms of arthritis and joint pain
ETODOLAC ER	TABLET	600MG	Lodine SR	nonsteroidal anti-inflammatory drug (NSAID) used for treatment of mild to moderate pain and to help relieve symptoms of arthritis and joint pain
EXEMESTANE	TABLET	25MG	Aromasin	hormone therapy used in treatment early and advanced breast cancer
FENOFIBRATE	TABLET	48MG	Tricor, Fenoglide, Lipofen, and Lofibra	high cholesterol and triglycerides
FENOFIBRATE	TABLET	145MG	Tricor, Triglide, Trilipix, Antara, Fenoglide, Lipofen, and Lofibra	high cholesterol and triglycerides
FLUCONAZOLE	TABLET	50MG	Diflucan, Azocan, Canesten	serious fungal or yeast infections
FLUCONAZOLE	TABLET	100MG	Diflucan, Azocan, Canesten	serious fungal or yeast infections
FLUCONAZOLE	TABLET	150MG	Diflucan, Azocan, Canesten	serious fungal or yeast infections
FLUCONAZOLE	TABLET	200MG	Diflucan, Azocan, Canesten	serious fungal or yeast infections

FLUOCINOLONE ACETONIDE	CREAM	0.01%	Flucort-N, Iluvien, Synalar, Yutiq	used for various skin conditions, including redness, flaking, swelling
FLUOCINOLONE ACETONIDE	CREAM	0.03%	Flucort-N, Iluvien, Synalar, Yutiq	used for various skin conditions, including redness, flaking, swelling
FLUOCINOLONE ACETONIDE	OINTMENT	0.03%	Flucort-N, Iluvien, Synalar, Yutiq	used for various skin conditions, including redness, flaking, swelling
FLUOCINOLONE ACETONIDE	SOLUTION	0.01%	Flucort-N, Iluvien, Synalar, Yutiq	used for various skin conditions, including redness, flaking, swelling
FLUOCINONIDE	CREAM	0.05%	Lidemol, Lidex, Lyderm, Tiamol, Topactin, Topsyn, and Vanos	used for various skin conditions, including redness, flaking, swelling
FLUOCINONIDE	CREAM	0.10%	Lidemol, Lidex, Lyderm, Tiamol, Topactin, Topsyn, and Vanos	used for various skin conditions, including redness, flaking, swelling
FLUOCINONIDE	E CREAM	0.05%	Lidemol, Lidex, Lyderm, Tiamol, Topactin, Topsyn, and Vanos	used for various skin conditions, including redness, flaking, swelling
FLUOCINONIDE	GEL	0.05%	Lidemol, Lidex, Lyderm, Tiamol, Topactin, Topsyn, and Vanos	used for various skin conditions, including redness, flaking, swelling
FLUOCINONIDE	OINTMENT	0.05%	Lidemol, Lidex, Lyderm, Tiamol, Topactin, Topsyn, and Vanos	used for various skin conditions, including redness, flaking, swelling
FLUOCINONIDE	SOLUTION	0.05%	Lidemol, Lidex, Lyderm, Tiamol, Topactin, Topsyn, and Vanos	used for various skin conditions, including redness, flaking, swelling
FLUOXETINE HCL	TABLET	10MG	Prozac	obsessive-compulsive disorder (OCD), bulimia nervosa, premenstrual dysphoric disorder (PMDD), and panic disorder.
FLUOXETINE HCL	TABLET	15MG	Prozac	obsessive-compulsive disorder (OCD), bulimia nervosa, premenstrual dysphoric disorder (PMDD), and panic disorder.
FLUOXETINE HCL	TABLET	20MG	Prozac	obsessive-compulsive disorder (OCD), bulimia nervosa, premenstrual dysphoric disorder (PMDD), and panic disorder.
FLUOXETINE HCL	TABLET	60MG	Prozac	obsessive-compulsive disorder (OCD), bulimia nervosa, premenstrual dysphoric disorder (PMDD), and panic disorder.

FLURBIPROFEN	TABLET	50MG	Ansaid, Ocufen, Strepfen	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and in the relief of symptoms of arthritis and joint pain
FLURBIPROFEN	TABLET	100MG	Ansaid, Ocufen, Strepfen	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and in the relief of symptoms of arthritis and joint pain
FLUTAMIDE	CAPSULE	125MG	Eulexin	metastatic prostate cancer
FLUTICASONE PROPIONATE	SPRAY	50MCG	Flovent and Flonase, Veramyst,, Xhance, and Advair ,,	used for sneezing, itchy or runny nose, or other symptoms caused by hay fever as well as chronic rhinosinusitis with or without nasal polyps (CRSwNP) in adults
FLUTICASONE PROPIONATE	LOTION	0.05%	Flovent and Flonase, Veramyst,, Xhance, and Advair ,,	used for sneezing, itchy or runny nose, or other symptoms caused by hay fever as well as chronic rhinosinusitis with or without nasal polyps (CRSwNP) in adults
FLUVASTATIN SODIUM	CAPSULE	20MG	Lescol and Lescol XL	high cholesterol levels and triglycerides (fats) in the blood.
FLUVASTATIN SODIUM	CAPSULE	40MG	Lescol and Lescol XL	high cholesterol levels and triglycerides (fats) in the blood.
FOSINOPRIL HCTZ	TABLET	10-12.5MG	MONOPRIL®	high blood pressure, hypertension
FOSINOPRIL HCTZ	TABLET	20-12.5MG	MONOPRIL®	high blood pressure, hypertension
GABAPENTIN	TABLET	600MG	Horizant®, Gralise® and Neurontin®	anticonvulsant used for seizures. It also has many unapproved uses relating to pain management and anxiety
GABAPENTIN	TABLET	800MG	Horizant®, Gralise® and Neurontin®	anticonvulsant used for seizures. It also has many unapproved uses relating to pain management and anxiety
GLIMEPIRIDE	TABLET	1MG	Amaryl®	Used for high blood sugar levels caused by type 2 diabetes
GLIMEPIRIDE	TABLET	2MG	Amaryl®	Used for high blood sugar levels caused by type 2 diabetes
GLIMEPIRIDE	TABLET	4MG	Amaryl®	Used for high blood sugar levels caused by type 2 diabetes
GLIPIZIDE/METFORMIN	TABLET	2.5-250MG	METAGLIP	Used for high blood sugar levels caused by type 2 diabetes
GLIPIZIDE/METFORMIN	TABLET	2.5-500MG	METAGLIP	Used for high blood sugar levels caused by type 2 diabetes
GLIPIZIDE/METFORMIN	TABLET	5-500MG	METAGLIP	Used for high blood sugar levels caused by type 2 diabetes
GLYBURIDE	TABLET	1.25MG	Diabeta, Glycron, Glynase, Micronase	Used for high blood sugar levels caused by type 2 diabetes
GLYBURIDE	TABLET	2.5MG	Diabeta, Glycron, Glynase, Micronase	Used for high blood sugar levels caused by type 2 diabetes

GLYBURIDE	TABLET	5MG	Diabeta, Glycron, Glynase, Micronase	Used for high blood sugar levels caused by type 2 diabetes
GLYBURIDE/METFORMIN	TABLET	1.25-250MG	Glucovance	Used for high blood sugar levels caused by type 2 diabetes
GLYBURIDE/METFORMIN	TABLET	2.5-500MG	Glucovance	Used for high blood sugar levels caused by type 2 diabetes
GLYBURIDE/METFORMIN	TABLET	5-500MG	Glucovance	Used for high blood sugar levels caused by type 2 diabetes
GRISEOFULVIN	SUSPENSION (MICROSIZE)	125MG/5ML	Gris-PEG, Fulvicin, Grifulvin	antifungal used for various fungal infections
GRISEOFULVIN	MICROSIZE TABLET	250MG	Gris-PEG, Fulvicin, Grifulvin	antifungal used for various fungal infections
GRISEOFULVIN	MICROSIZE TABLET	500MG	Gris-PEG, Fulvicin, Grifulvin	antifungal used for various fungal infections
HALOBETASOL PROPIONATE	CREAM	0.05%	Ultravate, Bryhali, and Lexette	used for various skin conditions, including redness, flaking, swelling
HALOBETASOL PROPIONATE	OINTMENT	0.05%	Ultravate, Bryhali, and Lexette	used for various skin conditions, including redness, flaking, swelling
HALOPERIDOL	TABLET	0.5MG	Haldol, Haldol Decanoate, Haloperidol LA, and Peridol	used for various nervous, emotional and mental conditions (including schizophrenia and Tourette's); delirium
HALOPERIDOL	TABLET	1MG	Haldol, Haldol Decanoate, Haloperidol LA, and Peridol	used for various nervous, emotional and mental conditions (including schizophrenia and Tourette's); delirium
HALOPERIDOL	TABLET	2MG	Haldol, Haldol Decanoate, Haloperidol LA, and Peridol	used for various nervous, emotional and mental conditions (including schizophrenia and Tourette's); delirium
HALOPERIDOL	TABLET	5MG	Haldol, Haldol Decanoate, Haloperidol LA, and Peridol	used for various nervous, emotional and mental conditions (including schizophrenia and Tourette's); delirium
HALOPERIDOL	TABLET	10MG	Haldol, Haldol Decanoate, Haloperidol LA, and Peridol	used for various nervous, emotional and mental conditions (including schizophrenia and Tourette's); delirium
HALOPERIDOL	TABLET	20MG	Haldol, Haldol Decanoate, Haloperidol LA, and Peridol	used for various nervous, emotional and mental conditions (including schizophrenia and Tourette's); delirium
HYDRALAZINE HCL			Apresoline®	high blood pressure, hypertension
HYDROCORTISONE ACETATE	SUPPOSITORIES	10MG	Hydrocort, Alphosyl, Aquacort, Cortef, Cetacort, Cotacort, Delacort, Cortenema, and Solu-Cortef, Ala-Cort, Aquanil HC, Cortaid, Cortizone, Locoid, Pandel (many others)	used for various skin conditions, including redness, flaking, swelling

HYDROCORTISONE ACETATE	SUPPOSITORIES	25MG	Hydrocort, Alphosyl, Aquacort, Cortef, Cetacort, Cotacort, Delacort, Cortenema, and Solu-Cortef, Ala-Cort, Aquanil HC, Cortaid, Cortizone, Locoid, Pandel (many others)	used for various skin conditions, including redness, flaking, swelling
HYDROCORTISONE ACETATE	SUPPOSITORIES	30MG	Hydrocort, Alphosyl, Aquacort, Cortef, Cetacort, Cotacort, Delacort, Cortenema, and Solu-Cortef, Ala-Cort, Aquanil HC, Cortaid, Cortizone, Locoid, Pandel (many others)	used for various skin conditions, including redness, flaking, swelling
HYDROCORTISONE ACETATE	SUPPOSITORIES	50MG	Hydrocort, Alphosyl, Aquacort, Cortef, Cetacort, Cotacort, Delacort, Cortenema, and Solu-Cortef, Ala-Cort, Aquanil HC, Cortaid, Cortizone, Locoid, Pandel (many others)	used for various skin conditions, including redness, flaking, swelling
HYDROCORTISONE VALERATE	CREAM	0.20%	Westcort	used for various skin conditions, including redness, flaking, swelling
HYDROXYUREA	CAPSULE	500MG	Droxia, Hydrea	used in treatment of cancer of the white blood cells called chronic myeloid leukemia
HYDROXYZINE PAMOATE	CAPSULE	25MG	VISTARIL®, Atarax	used to help control anxiety and tension caused by nervous and emotional conditions, also used to relieve symptoms of allergic conditions (e.g. chronic urticarial and atopic and contact dermatoses)
HYDROXYZINE PAMOATE	CAPSULE	50MG	VISTARIL®, Atarax	used to help control anxiety and tension caused by nervous and emotional conditions, also used to relieve symptoms of allergic conditions (e.g. chronic urticarial and atopic and contact dermatoses)
HYDROXYZINE PAMOATE	CAPSULE	100MG	VISTARIL®, Atarax	used to help control anxiety and tension caused by nervous and emotional conditions, also used to relieve symptoms of allergic conditions (e.g. chronic urticarial and atopic and contact dermatoses)
IMIQUIMOD	CREAM	12.5MG/G	Aldara, Zyclara	used for external warts around the genital and rectal areas called condyloma acuminatum
IMIQUIMOD	CREAM	37.5MG/G	Aldara, Zyclara	used for external warts around the genital and rectal areas called condyloma acuminatum
IMIQUIMOD	CREAM	50MG/G	Aldara, Zyclara	used for external warts around the genital and rectal areas called condyloma acuminatum
IRBESARTAN	TABLET	75MG	Avapro	high blood pressure, hypertension

IRBESARTAN	TABLET	150MG	Avapro	high blood pressure, hypertension
IRBESARTAN	TABLET	300MG	Avapro	high blood pressure, hypertension
ISONIAZID	TABLET	100MG	Nydrazid, Hydra, Hyzyd, Isovit	tuberculosis
ISONIAZID	TABLET	300MG	Hydra, Hyzyd, Isovit	tuberculosis
ISOSORBIDE DINITRATE	TABLET	5MG	Dilatrate-SR, Isordil, Isordil Titradose, Isochron	used in prevention of angina (chest pain) caused by coronary artery disease
ISOSORBIDE DINITRATE	TABLET	10MG	Dilatrate-SR, Isordil, Isordil Titradose, Isochron	used in prevention of angina (chest pain) caused by coronary artery disease
ISOSORBIDE DINITRATE	TABLET	20MG	Dilatrate-SR, Isordil, Isordil Titradose, Isochron	used in prevention of angina (chest pain) caused by coronary artery disease
ISOSORBIDE DINITRATE	TABLET	30MG	Dilatrate-SR, Isordil, Isordil Titradose, Isochron	used in prevention of angina (chest pain) caused by coronary artery disease
KETOCONAZOLE	CREAM	2%	Nizoral, Daktarin Gold, Dandrazol, Extina, Ketodan, Kuric, and Xolegel	used for infections caused by a fungus or yeast
KETOCONAZOLE	TABLET	200MG	Nizoral, Daktarin Gold, Dandrazol, Extina, Ketodan, Kuric, and Xolegel	used for infections caused by a fungus or yeast
KETOPROFEN	CAPSULE	50MG	Orudis, Oruvail	used for mild to moderate pain, such as menstrual cramps or arthritis
KETOPROFEN	CAPSULE	75MG	Orudis, Oruvail	used for mild to moderate pain, such as menstrual cramps or arthritis
KETOROLAC TROMETHAMINE	TABLET	10MG	Toradol, Acular and Sprix	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain
LABETALOL HCL	TABLET	100MG	Trandate, Normodyne	high blood pressure, hypertension
LABETALOL HCL	TABLET	200MG	Trandate, Normodyne	high blood pressure, hypertension
LABETALOL HCL	TABLET	300MG	Trandate, Normodyne	high blood pressure, hypertension
LAMIVUDINE/ZIDOVUDINE	TABLET	150-300MG	Combivir	used for treatment of HIV infection
LAMIVUDINE/ZIDOVUDINE	TABLET	300-150MG	Combivir	used for treatment of HIV infection
LATANOPROST	SOLUTION	0.01%	Xalatan, Xelpros	used for certain eye conditions like glaucoma
LEFLUNOMIDE	TABLET	10MG	Arava®	used for rheumatoid arthritis and other inflammatory conditions

LEFLUNOMIDE	TABLET	20MG	Arava®	used for rheumatoid arthritis and other inflammatory conditions
LEVOTHYROXINE	TABLET	0.025MG	Synthroid®, Levoxyl®, Unithyroid®, Tirosint®	used for conditions affecting thyroid glands (e.g., hypothyroidism)
LEVOTHYROXINE	TABLET	0.05MG	Synthroid®, Levoxyl®, Unithyroid®, Tirosint®	used for conditions affecting thyroid glands (e.g., hypothyroidism)
LEVOTHYROXINE	TABLET	0.075MG	Synthroid®, Levoxyl®, Unithyroid®, Tirosint®	used for conditions affecting thyroid glands (e.g., hypothyroidism)
LEVOTHYROXINE	TABLET	0.088MG	Synthroid®, Levoxyl®, Unithyroid®, Tirosint®	used for conditions affecting thyroid glands (e.g., hypothyroidism)
LEVOTHYROXINE	TABLET	0.1MG	Synthroid®, Levoxyl®, Unithyroid®, Tirosint®	used for conditions affecting thyroid glands (e.g., hypothyroidism)
LEVOTHYROXINE	TABLET	0.112MG	Synthroid®, Levoxyl®, Unithyroid®, Tirosint®	used for conditions affecting thyroid glands (e.g., hypothyroidism)
LEVOTHYROXINE	TABLET	0.125MG	Synthroid®, Levoxyl®, Unithyroid®, Tirosint®	used for conditions affecting thyroid glands (e.g., hypothyroidism)
LEVOTHYROXINE	TABLET	0.137MG	Synthroid®, Levoxyl®, Unithyroid®, Tirosint®	used for conditions affecting thyroid glands (e.g., hypothyroidism)
LEVOTHYROXINE	TABLET	0.15MG	Synthroid®, Levoxyl®, Unithyroid®, Tirosint®	used for conditions affecting thyroid glands (e.g., hypothyroidism)
LEVOTHYROXINE	TABLET	0.175MG	Synthroid®, Levoxyl®, Unithyroid®, Tirosint®	used for conditions affecting thyroid glands (e.g., hypothyroidism)
LEVOTHYROXINE	TABLET	0.2MG	Synthroid®, Levoxyl®, Unithyroid®, Tirosint®	used for conditions affecting thyroid glands (e.g., hypothyroidism)
LEVOTHYROXINE	TABLET	0.3MG	Synthroid®, Levoxyl®, Unithyroid®, Tirosint®	used for conditions affecting thyroid glands (e.g., hypothyroidism)
LIDOCAINE HCL	OINTMENT	5%	Akten, Anestacon, Burnamycin, LidoRx, LMX, Topicaine, Senatec, Xylocaine, Zingo (many others)	pain relief for skin conditions (sunburn, insect bites, poison ivy).
LIDOCAINE/PRILOCAINE	CREAM	2.5%-2.5%	EMLA, Oraqix	used to cause numbness or loss of feeling, often before medical procedures or injection

LOPERAMIDE HCL	CAPSULE	2MG	Imodium, Imogen, Imotil, Diamode	used in control and relief of the symptoms of acute diarrhea
MEDROXYPROGESTERONE ACETATE	TABLET	2.5MG	Climanor, Provera	used for amenorrhea (unusual stopping of menstrual periods) and abnormal uterine bleeding
MEDROXYPROGESTERONE ACETATE	TABLET	5MG	Climanor, Provera	used for amenorrhea (unusual stopping of menstrual periods) and abnormal uterine bleeding
MEDROXYPROGESTERONE ACETATE	TABLET	10MG	Climanor, Provera	used for amenorrhea (unusual stopping of menstrual periods) and abnormal uterine bleeding
MEPROBAMATE	TABLET	200MG	Bamate, Equanil, Equagesic, Mepriam, Miltown, MB-Tab, Trancort	used for relief of nervousness or tension
MEPROBAMATE	TABLET	400MG	Bamate, Equanil, Equagesic, Mepriam, Miltown, MB-Tab, Trancort	used for relief of nervousness or tension
METFORMIN (F) ER	TABLET	500MG	Glucophage XR, Glumetza, and Fortamet	used for high blood sugar levels that are caused by diabetes
METFORMIN (F) ER	TABLET	1000MG	Glucophage XR, Glumetza, and Fortamet	used for high blood sugar levels that are caused by diabetes
METHADONE HCL	TABLET	10MG	Dolophine and Methadose	used for moderate to severe pain; opioid addiction
METHADONE HCL	TABLET	5MG	Dolophine and Methadose	used for moderate to severe pain; opioid addiction
METHAZOLAMIDE	TABLET	25MG	Neptazane®, GlaucTabs®, Glaumetax®	glaucoma
METHAZOLAMIDE	TABLET	50MG	Neptazane®, GlaucTabs®, Glaumetax®	glaucoma
METHIMAZOLE			Northyx® and Tapazole®	used for conditions effecting thyroid glands (e.g., hyperthyroidism)
METHOTREXATE	TABLET	2.5MG	Jylamvo, Maxtrex, Methofill, Metoject, Nordimet, Zlatal	used for inflammatory conditions like rheumatoid arthritis, as well as for certain autoimmune diseases
METHYLPHENIDATE	TABLET	5MG	Daytrana, Ritalin®, Methylin®, Aptensio XR®, Concerta®, Relexxii ®,	attention deficit hyperactivity disorder (ADHD)
METHYLPHENIDATE	TABLET	10MG	Daytrana, Ritalin®, Methylin®, Aptensio XR®, Concerta®, Relexxii ®,	attention deficit hyperactivity disorder (ADHD)
METHYLPHENIDATE	TABLET	20MG	Daytrana, Ritalin®, Methylin®, Aptensio XR®, Concerta®, Relexxii ®,	attention deficit hyperactivity disorder (ADHD)

METHYLPHENIDATE ER	TABLET	20MG	Daytrana, Ritalin®, Methylin®, Aptensio XR®, Concerta®, Relexxii ®,	attention deficit hyperactivity disorder (ADHD)
METHYLPREDNISOLONE	TABLET	4MG	Medrol, Medrol Dosepak, DepoMedrol, and SoluMedrol	used for relief of various inflamations like swelling, severe allergies, adrenal problems, arthritis, blood or bone marrow problems, eye or vision problems, lung or breathing problems (e.g., asthma), lupus, skin conditions, kidney problems, ulcerative colitis, and flare-ups of multiple sclerosis
METRONIDAZOLE	TABLET		Acea, Anabact, Flagyl, Metrogel, Metrosa, Rosiced, Rozex, Vaginyl, Zidoval, Zyomet	used for various bacterial infections in different areas of the body
MOEXIPRIL HCL	TABLET	7.5MG	Univasc	high blood pressure, hypertension
MOEXIPRIL HCL	TABLET	15MG	Univasc	high blood pressure, hypertension
MOEXIPRIL HCL/HCTZ	TABLET	7.5-12.5MG	uniretic®	high blood pressure, hypertension
MOEXIPRIL HCL/HCTZ	TABLET	15-12.5MG	uniretic®	high blood pressure, hypertension
MOEXIPRIL HCL/HCTZ	TABLET	15-25MG	uniretic®	high blood pressure, hypertension
MOMETASONE FUROATE	CREAM	0.10%	Elocon	used for various skin conditions like eczema, psoriasis and rashes
MOMETASONE FUROATE	OINTMENT	0.10%	Elocon	used for various skin conditions like eczema, psoriasis and rashes
MOMETASONE FUROATE	SOLUTION	0.10%	Elocon	used for various skin conditions like eczema, psoriasis and rashes
NABUMETONE	TABLET	500MG	RELAFEN	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and for relief of symptoms of arthritis and joint pain
NABUMETONE	TABLET	750MG	RELAFEN	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and for relief of symptoms of arthritis and joint pain
NADOLOL	TABLET	20MG	Corgard®	high blood pressure, hypertension
NADOLOL	TABLET	40MG	Corgard®	high blood pressure, hypertension
NADOLOL	TABLET	80MG	Corgard®	high blood pressure, hypertension
NAFCILLIN SODIUM	INJECTABLE VIALS	ALL STRENGTHS	Nallpen, Unipen	antibiotic used for infections caused by certain types of bacteria.

NAPROXEN SODIUM	TABLET	275MG	Alevea, Anaprox, Flanax, Naprosyn, Aflaxen (many)	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and for relief of symptoms of arthritis and joint pain
NAPROXEN SODIUM	TABLET	550MG	Alevea, Anaprox, Flanax, Naprosyn, Aflaxen (many)	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and for relief of symptoms of arthritis and joint pain
NEOMYCIN/POLYMYXIN/HYDROCORTISONE	SOLUTION	3.5MG-10MU 1%	Cortisporin Otic, Cortisporin, Cortomycin, Pediotic, Antibiotic Otic,	used for infections of the ear canal
NIACIN ER	TABLET	500MG	Niaspan®, Niacor	used for high cholesterol and triglyceride (fat-like substances) levels in the blood
NIACIN ER	TABLET	750MG	Niaspan®, Niacor	used for high cholesterol and triglyceride (fat-like substances) levels in the blood
NIACIN ER	TABLET	1000MG	Niaspan®, Niacor	used for high cholesterol and triglyceride (fat-like substances) levels in the blood
NIMODIPINE	CAPSULE	30MG	Nimotop®	used in treatment of symptoms resulting from a ruptured blood vessel in the brain (subarachnoid hemorrhage); cerebral vasospasm
NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	25MG	Furadantin, Macrobid, Macrodantin	bladder and urinary tract infections
NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	50MG	Furadantin, Macrobid, Macrodantin	bladder and urinary tract infections
NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	100MG	Furadantin, Macrobid, Macrodantin	bladder and urinary tract infections
NORETHINDRONE ACETATE	TABLET	5MG	Aygestin®, Camila, Errin, Lyza	pregnancy prevention
NORETHINDRONE/ETHINYL ESTRADIOL	TABLET	0.4-0.035MG-MCG	Aranelle, Balziva 28, Femhrt, Ovcon, Necon, Jinteli, Philith, Fyavolv, Aranelle, Cyclafem, Dasetta, Cyonanz, Finzala, Femlyv	pregnancy prevention
NORTRIPTYLINE HCL	CAPSULE	10MG	Aventyl® and Pamelor®	depression, chronic pain
NORTRIPTYLINE HCL	CAPSULE	25MG	Aventyl® and Pamelor®	depression, chronic pain
NORTRIPTYLINE HCL	CAPSULE	50MG	Aventyl® and Pamelor®	depression, chronic pain
NORTRIPTYLINE HCL	CAPSULE	75MG	Aventyl® and Pamelor®	depression, chronic pain
NYSTATIN	CREAM	100MU	Mycostatin, Nilstat, Nyamyc, Nystat Rx, Nystatin Systemic, Nystex, and Nystop	antifungal, fungus infections, yeast infections
NYSTATIN	OINTMENT	100MU	Mycostatin, Nilstat, Nyamyc, Nystat Rx, Nystatin Systemic, Nystex, and Nystop	antifungal, fungus infections, yeast infections

NYSTATIN	OINTMENT	100MU	Mycostatin, Nilstat, Nyamyc, Nystat Rx, Nystatin Systemic, Nystex, and Nystop	antifungal, fungus infections, yeast infections
NYSTATIN	TABLET	500MU	Mycostatin, Nilstat, Nyamyc, Nystat Rx, Nystatin Systemic, Nystex, and Nystop	antifungal, fungus infections, yeast infections
NYSTATIN/TRIAMCINOLONE	CREAM	0.10%	Mycolog II	combination of antifungal with steroid, used for certain fungal infections.
NYSTATIN/TRIAMCINOLONE	OINTMENT	0.10%	Mycolog II	combination of antifungal with steroid, used for certain fungal infections.
OMEGA 3 ACID ETHYL ESTERS	CAPSULE	1G	Lovaza	high cholesterol and triglycerides
OXACILLIN SODIUM	INJECTABLE VIALS	ALL STRENGTHS	Bactocill	antibiotic used for certain bacterial infections
OXAPROZIN	TABLET	600MG	Daypro	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and for relief of symptoms of arthritis and joint pain
OXYBUTYNIN CHLORIDE	TABLET	5MG	Aspire, Ditropan, Kentera	bladder spasm or overactive bladder, such as incontinence (loss of bladder control) or a frequent need to urinate
OXYCODONE/ACETAMINOPHEN	TABLET	5-325MG	Percocet®, Endocet, Perloxx, Narvox, Tylox, Xoxox	used for severe pain relief; opioid treatment
OXYCODONE/ACETAMINOPHEN	TABLET	7.5-325MG	Percocet®	used for severe pain relief; opioid addiction
OXYCODONE/ACETAMINOPHEN	TABLET	10-325MG	Percocet®	used for severe pain relief; opioid addiction
OXYCODONE HCL	TABLET	5MG	OxyContin®, Oxydose, Dazidox, Oxyfast, Oxaydo	used for severe pain relief; opioid addiction
OXYCODONE HCL	TABLET	15MG	OxyContin®, Oxydose, Dazidox, Oxyfast, Oxaydo	used for severe pain relief; opioid addiction
OXYCODONE HCL	TABLET	30MG	OxyContin®, Oxydose, Dazidox, Oxyfast, Oxaydo	used for severe pain relief; opioid addiction
PARICALCITOL	CAPSULE	1MCG	Zemplar	used for hyperparathyroidism in patients with chronic kidney disease who are on dialysis
PARICALCITOL	CAPSULE	2MCG	Zemplar	used for hyperparathyroidism in patients with chronic kidney disease who are on dialysis
PARICALCITOL	CAPSULE	4MCG	Zemplar	used for hyperparathyroidism in patients with chronic kidney disease who are on dialysis

PAROMOMYCIN	CAPSULE	250MG	Humatin	used for acute and chronic intestinal amoebiasis (bowel infection caused by a parasite in your stomach or bowels)
PENICILLIN V POTASSIUM	TABLET	250MG	Beepen-VK®; Betapen-VK®; Ledercillin VK, Pen-Vee K, Veetids, Uticillin	used for certain infections caused by bacteria such as pneumonia and other respiratory tract infections, scarlet fever, and ear, skin, gum, mouth, and throat infections
PENICILLIN V POTASSIUM	TABLET	500MG	Beepen-VK®; Betapen-VK®; Ledercillin VK, Pen-Vee K, Veetids, Uticillin	used for certain infections caused by bacteria such as pneumonia and other respiratory tract infections, scarlet fever, and ear, skin, gum, mouth, and throat infections
PENTOXIFYLLINE ER	TABLET	400MG	Trental, Pentoxil	used to improve blood flow and decrease pain resulting from poor blood flow issues
PERMETHRIN	CREAM	5%	Acticin® and Elimite®	used for conditions caused by lice or scabies
PERPHENAZINE	TABLET	2MG	Trilafon	used for psychotic disorders including schizophrenia; also for severe nausea and vomiting
PERPHENAZINE	TABLET	4MG	Trilafon	used for psychotic disorders including schizophrenia; also for severe nausea and vomiting
PERPHENAZINE	TABLET	8MG	Trilafon	used for psychotic disorders including schizophrenia; also for severe nausea and vomiting
PERPHENAZINE	TABLET	16MG	Trilafon	used for psychotic disorders including schizophrenia; also for severe nausea and vomiting
PHENYTOIN SODIUM ER	CAPSULE	100MG	DILANTIN®	seizures
PILOCARPINE HCL	TABLET	5MG	Salagen, Diocarpine, Isopto Carpine, Ocu-Carpine, Ocusert Pilo, Pilocar, Pilopine-HS	used for dryness of the mouth and throat caused by a decrease in the amount of saliva that may occur after radiation treatment for cancer of the head and neck or in patients with Sjogren's syndrome
PIOGLITAZONE METFORMIN HCL	TABLET	15MG/500MG	Actoplus Met	type 2 diabetes
PIOGLITAZONE METFORMIN HCL	TABLET	15MG/850MG	Actoplus Met	type 2 diabetes
PIROXICAM	CAPSULE	10MG	Feldene	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and to relieve symptoms of arthritis and joint pain
PIROXICAM	CAPSULE	20MG	Feldene	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and to relieve symptoms of arthritis and joint pain

POTASSIUM CHLORIDE ER	TABLET	8MEQ	KDur, Slow K, Kaon Cl 10, KCl, K10, Klor-Con M, Klor Con M10	used for low levels of potassium in the body
POTASSIUM CHLORIDE ER	TABLET	10MEQ	KDur, Slow K, Kaon Cl 10, KCl, K10, Klor-Con M, Klor Con M10	used for low levels of potassium in the body
POTASSIUM CHLORIDE ER	TABLET	20MEQ	KDur, Slow K, Kaon Cl 10, KCl, K10, Klor-Con M, Klor Con M10	used for low levels of potassium in the body
PRAVASTATIN	TABLET	10MG	Pravachol®	high cholesterol
PRAVASTATIN	TABLET	20MG	Pravachol®	high cholesterol
PRAVASTATIN	TABLET	40MG	Pravachol®	high cholesterol
PRAVASTATIN	TABLET	80MG	Pravachol®	high cholesterol
PRAZOSIN HCL	CAPSULE	1MG	Minipress®	high blood pressure, hypertension; benign prostatic hyperplasia
PRAZOSIN HCL	CAPSULE	2MG	Minipress®	high blood pressure, hypertension; benign prostatic hyperplasia
PRAZOSIN HCL	CAPSULE	5MG	Minipress®	high blood pressure, hypertension; benign prostatic hyperplasia
PREDNISOLONE ACETATE	SOLUTION/LIQUID EYE	1%	Omnipred, Pred Forte, Econopred Plus, Inflamase Forte, and Inflamase Mild	used for mild to moderate non-infectious eye allergies and inflammation
PREDNISONE	TABLET	1MG	Deltasone®, Prednicot	used for various inflamatory conditions, such as swelling, severe allergies, adrenal problems, arthritis, asthma
PREDNISONE	TABLET	2.5MG	Deltasone®, Prednicot	used for various inflamatory conditions, such as swelling, severe allergies, adrenal problems, arthritis, asthma
PREDNISONE	TABLET	5MG	Deltasone®, Prednicot	used for various inflamatory conditions, such as swelling, severe allergies, adrenal problems, arthritis, asthma
PREDNISONE	TABLET	10MG	Deltasone®, Prednicot	used for various inflamatory conditions, such as swelling, severe allergies, adrenal problems, arthritis, asthma
PREDNISONE	TABLET	20MG	Deltasone®, Prednicot	used for various inflamatory conditions, such as swelling, severe allergies, adrenal problems, arthritis, asthma
PROCHLORPERAZINE	SUPPOSITORY	25MG	Compazine®	used for nervous, emotional, and mental conditions (e.g., schizophrenia) and non-psychotic anxiety. It is also used for severe nausea and vomiting.

PROCHLORPERAZINE	TABLET	5MG	Compazine®	used for nervous, emotional, and mental conditions (e.g., schizophrenia) and non-psychotic anxiety. It is also used for severe nausea and vomiting.
PROCHLORPERAZINE	TABLET	10MG	Compazine®	used for nervous, emotional, and mental conditions (e.g., schizophrenia) and non-psychotic anxiety. It is also used for severe nausea and vomiting.
PROMETHAZINE	SUPPOSITORY	12.5MG	Phenergan®, Sominex, Avomine, Promacot	used for the relief or prevention of the symptoms of hay fever, allergic conjunctivitis (inflammation of the eye), and other types of allergy or allergic reactions; also used for nausea and vomiting
PROMETHAZINE	SUPPOSITORY	25MG	Phenergan®, Sominex, Avomine, Promacot	used for the relief or prevention of the symptoms of hay fever, allergic conjunctivitis (inflammation of the eye), and other types of allergy or allergic reactions; also used for nausea and vomiting
PROMETHAZINE	SUPPOSITORY	50MG	Phenergan®, Sominex, Avomine, Promacot	used for the relief or prevention of the symptoms of hay fever, allergic conjunctivitis (inflammation of the eye), and other types of allergy or allergic reactions; also used for nausea and vomiting
PROPRANOLOL	TABLET	10MG	Inderal LA, InnoPran, Hemangeol	high blood pressure, hypertension; traumatic brain injury
PROPRANOLOL	TABLET	20MG	Inderal LA, InnoPran, Hemangeol	high blood pressure, hypertension; traumatic brain injury
PROPRANOLOL	TABLET	40MG	Inderal LA, InnoPran, Hemangeol	high blood pressure, hypertension; traumatic brain injury
PROPRANOLOL	TABLET	60MG	Inderal LA, InnoPran, Hemangeol	high blood pressure, hypertension; traumatic brain injury
PROPRANOLOL	TABLET	80MG	Inderal LA, InnoPran, Hemangeol	high blood pressure, hypertension; traumatic brain injury
PROPRANOLOL ER	CAPSULE	60MG	Innopran XL, Inderal XL	high blood pressure, hypertension; traumatic brain injury
PROPRANOLOL ER	CAPSULE	80MG	Innopran XL, Inderal XL	high blood pressure, hypertension; traumatic brain injury
PROPRANOLOL ER	CAPSULE	120MG	Innopran XL, Inderal XL	high blood pressure, hypertension; traumatic brain injury
PROPRANOLOL ER	CAPSULE	160MG	Innopran XL, Inderal XL	high blood pressure, hypertension; traumatic brain injury
RALOXIFENE HCL	TABLET	60MG	Evista	used for thinning of the bones (osteoporosis) in postmenopausal women
RANITIDINE HCL	CAPSULE	150MG	Zantac	used for heart burn and other conditions caused by stomach acid, e.g., gastroesophageal reflux diesease (GERD)

RANITIDINE HCL	CAPSULE	300MG	Zantac	used for heart burn and other conditions caused by stomach acid, e.g., gastroesophageal reflux diesease (GERD)
RANITIDINE HCL	TABLET	150MG	Zantac	used for heart burn and other conditions caused by stomach acid, e.g., gastroesophageal reflux diesease (GERD)
SILVER SULFADIAZINE	CREAM	1%	Silvadene, Thermazene, and SSD Cream	used to prevent and treat wound infections in patients with second- and third-degree burns
SPIRONOLACTONE/HCTZ	TABLET	25-25MG	Aldactazide	high blood pressure, hypertension
TACROLIMUS	OINTMENT	0.03%	Protopic	eczema
TACROLIMUS	OINTMENT	0.10%	Protopic	eczema
TAMOXIFEN CITRATE	TABLET	10MG	Nolvadex, Soltamox	breast cancer
TAMOXIFEN CITRATE	TABLET	20MG	Nolvadex, Soltamox	breast cancer
TEMOZOLOMIDE	CAPSULE	5MG	Temodar	used for certain types of brain cancers
TEMOZOLOMIDE	CAPSULE	20MG	Temodar	used for certain types of brain cancers
TEMOZOLOMIDE	CAPSULE	100MG	Temodar	used for certain types of brain cancers
TEMOZOLOMIDE	CAPSULE	140MG	Temodar	used for certain types of brain cancers
TEMOZOLOMIDE	CAPSULE	180MG	Temodar	used for certain types of brain cancers
TEMOZOLOMIDE	CAPSULE	250MG	Temodar	used for certain types of brain cancers
TERCONAZOLE	VAGINAL CREAM	0.40%	TERAZOL® 7	used for vaginal yeast infections
TERCONAZOLE	VAGINAL CREAM	0.80%	TERAZOL® 7	used for vaginal yeast infections
THEOPHYLLINE ER	TABLET	100MG	Theo 24, Theochron, Elixophyllin, aminophylline, and Uniphyl	used for asthma and chronic obstructive pulmonary disease (COPD)
THEOPHYLLINE ER	TABLET	200MG	Theo 24, Theochron, Elixophyllin, aminophylline, and Uniphyl	used for asthma and chronic obstructive pulmonary disease (COPD)
THEOPHYLLINE ER	TABLET	300MG	Theo 24, Theochron, Elixophyllin, aminophylline, and Uniphyl	used for asthma and chronic obstructive pulmonary disease (COPD)
THEOPHYLLINE ER	TABLET	400MG	Theo 24, Theochron, Elixophyllin, aminophylline, and Uniphyl	used for asthma and chronic obstructive pulmonary disease (COPD)

THEOPHYLLINE ER	TABLET	450MG	Theo 24, Theochron, Elixophyllin, aminophylline, and Uniphyl	used for asthma and chronic obstructive pulmonary disease (COPD)
THEOPHYLLINE ER	TABLET	600MG	Theo 24, Theochron, Elixophyllin, aminophylline, and Uniphyl	used for asthma and chronic obstructive pulmonary disease (COPD)
TIMOLOL MALEATE	GEL	0.25%	Betimol, Timoptic and Istalol	used for eye pressure caused by open-angle glaucoma or a condition called ocular (eye) hypertension
TIMOLOL MALEATE	GEL	0.50%	Betimol, Timoptic and Istalol	used for eye pressure caused by open-angle glaucoma or a condition called ocular (eye) hypertension
TIZANIDINE HCL	TABLET	2MG	Zanaflex®	used for relaxing certain muscles to relieve spasms, cramping, and tightness of muscles caused by medical problems, including multiple sclerosis or certain injuries to the spine
TIZANIDINE HCL	TABLET	4MG	Zanaflex®	used for relaxing certain muscles to relieve spasms, cramping, and tightness of muscles caused by medical problems, including multiple sclerosis or certain injuries to the spine
TOBRAMYCIN	SOLUTION	300MG/5ML	Bethkis, Kitabis Pak, Tobi, Tobi Podhaler, and Tobrex	antibiotic used for certain eye infections
TOBRAMYCIN/DEXAMETHASONE	SOLUTION	0.3-0.1%	TobraDex	eye treatment, combination of antibiotic and corticosteroid
TOLMETIN SODIUM	CAPSULE	400MG	TOLECTIN	nonsteroidal anti-inflammatory drug (NSAID) used for mild to moderate pain and relief of symptoms of arthritis and joint pain
TOLTERODINE TARTRATE	TABLET	1MG	Detrol, and Detrol LA	urinary tract and/or bladder conditions
TOLTERODINE TARTRATE	TABLET	2MG	Detrol, and Detrol LA	urinary tract and/or bladder conditions
TOLTERODINE TARTRATE ER	CAPSULE	2MG	Detrol®	urinary tract and/or bladder conditions
TOLTERODINE TARTRATE ER	CAPSULE	4MG	Detrol®	urinary tract and/or bladder conditions
TOPIRAMATE	CAPSULE	15MG	Topamax® and Topiragen®	seizures
TOPIRAMATE	CAPSULE	25MG	Topamax® and Topiragen®	seizures
TRAZODONE HCL	TABLET	100MG	Desyrel, Desyrel Dividose, Oleptro, Trazodone D	depression
TRIAMCINOLONE ACETONIDE	CREAM	0.03%	Cinolar, Kenalog, Triderm, Trianet, Triamcot, Zytopic	used for various skin conditions such as redness, itching, or inflammation

TRIAMCINOLONE ACETONIDE	CREAM	0.10%	Cinolar, Kenalog, Triderm	used for various skin conditions such as redness, itching, or inflammation
TRIAMCINOLONE ACETONIDE	CREAM	0.50%	Cinolar, Kenalog, Triderm	used for various skin conditions such as redness, itching, or inflammation
TRIAMCINOLONE ACETONIDE	OINTMENT	0.03%	Cinolar, Kenalog, Triderm	used for various skin conditions such as redness, itching, or inflammation
TRIAMCINOLONE ACETONIDE	OINTMENT	0.10%	Cinolar, Kenalog, Triderm	used for various skin conditions such as redness, itching, or inflammation
TRIAMCINOLONE ACETONIDE	OINTMENT	0.50%	Cinolar, Kenalog, Triderm	used for various skin conditions such as redness, itching, or inflammation
TRIAMCINOLONE ACETONIDE	PASTE	0.03%	Cinolar, Kenalog, Triderm	used for various skin conditions such as redness, itching, or inflammation
TRIAMCINOLONE ACETONIDE	PASTE	0.10%	Cinolar, Kenalog, Triderm	used for various skin conditions such as redness, itching, or inflammation
TRIAMCINOLONE ACETONIDE	PASTE	0.50%	Cinolar, Kenalog, Triderm	used for various skin conditions such as redness, itching, or inflammation
TRIAMTERENE/HCTZ	CAPSULE	37.5-25MG	Dyazide, Maxzide	high blood pressure, hypertension, as well as water retention (edema)
TRIAMTERENE/HCTZ	TABLET	37.5MG-25MG	Dyazide, Maxzide	high blood pressure, hypertension, as well as water retention (edema)
TRIAMTERENE/HCTZ	TABLET	75-50MG	Dyazide, Maxzide	high blood pressure, hypertension, as well as water retention (edema)
TRIFLUOPERAZINE HCL	TABLET	1MG	Stelazine	high blood pressure, hypertension, as well as water retention (edema)
TRIFLUOPERAZINE HCL	TABLET	2MG	Stelazine	high blood pressure, hypertension, as well as water retention (edema)
TRIFLUOPERAZINE HCL	TABLET	5MG	Stelazine	high blood pressure, hypertension, as well as water retention (edema)
TRIFLUOPERAZINE HCL	TABLET	10MG	Stelazine	high blood pressure, hypertension, as well as water retention (edema)
URSODIOL	CAPSULE	300MG	Actigall, Urso 250, and Urso Forte	used to dissolve gallstones in patients who do not need to have their gallbladders removed

VALSARTAN HCTZ	TABLET	80-12.5MG	Diovan HCT	high blood pressure, hypertension
VALSARTAN HCTZ	TABLET	160-12.5MG	Diovan HCT	high blood pressure, hypertension
VALSARTAN HCTZ	TABLET	160-25MG	Diovan HCT	high blood pressure, hypertension
VALSARTAN HCTZ	TABLET	320-12.5MG	Diovan HCT	high blood pressure, hypertension
VALSARTAN HCTZ	TABLET	320-25MG	Diovan HCT	high blood pressure, hypertension
VERAPAMIL	TABLET	40MG	Calan, Isoptin SR, Calan SR, Covera HS, Isoptin, Isoptin IV, Calan, Verap, Verapamil SR, Verelan, and Verelan PM	high blood pressure, hypertension; severe chest pain (angina)
VERAPAMIL	TABLET	80MG	Calan, Isoptin SR, Calan SR, Covera HS, Isoptin, Isoptin IV, Calan, Verap, Verapamil SR, Verelan, and Verelan PM	high blood pressure, hypertension; severe chest pain (angina)
VERAPAMIL	TABLET	120MG	Calan, Isoptin SR, Calan SR, Covera HS, Isoptin, Isoptin IV, Calan, Verap, Verapamil SR, Verelan, and Verelan PM	high blood pressure, hypertension; severe chest pain (angina)
VERAPAMIL SR	CAPSULE	120MG	Isoptin SR, Calan SR, Covera HS, Isoptin, Isoptin IV, Calan, Verap, Verapamil SR, Verelan, and Verelan PM	high blood pressure, hypertension; severe chest pain (angina)
VERAPAMIL SR	CAPSULE	180MG	Isoptin SR, Calan SR, Covera HS, Isoptin, Isoptin IV, Calan, Verap, Verapamil SR, Verelan, and Verelan PM	high blood pressure, hypertension; severe chest pain (angina)
VERAPAMIL SR	CAPSULE	240MG	Isoptin SR, Calan SR, Covera HS, Isoptin, Isoptin IV, Calan, Verap, Verapamil SR, Verelan, and Verelan PM	high blood pressure, hypertension; severe chest pain (angina)
WARFARIN SODIUM	TABLET	1MG	Coumadin® and Jantoven®	used for treatment and prevention of blood clots
WARFARIN SODIUM	TABLET	2MG	Coumadin® and Jantoven®	used for treatment and prevention of blood clots
WARFARIN SODIUM	TABLET	2.5MG	Coumadin® and Jantoven®	used for treatment and prevention of blood clots
WARFARIN SODIUM	TABLET	3MG	Coumadin® and Jantoven®	used for treatment and prevention of blood clots
WARFARIN SODIUM	TABLET	4MG	Coumadin® and Jantoven®	used for treatment and prevention of blood clots
WARFARIN SODIUM	TABLET	5MG	Coumadin® and Jantoven®	used for treatment and prevention of blood clots
WARFARIN SODIUM	TABLET	6MG	Coumadin® and Jantoven®	used for treatment and prevention of blood clots

WARFARIN SODIUM	TABLET	7.5MG	Coumadin® and Jantoven®	used for treatment and prevention of blood clots
WARFARIN SODIUM	TABLET	10MG	Coumadin® and Jantoven®	used for treatment and prevention of blood clots
ZOLEDRONIC ACID	IV CONCENTRATE	4MG/5ML	Reclast and Zometa	used for hypercalcemia (high levels of calcium in the blood) that may occur in patients with some types of cancer. It is also used in treatment of multiple myeloma.
ZOLEDRONIC ACID	IV SOLUTION	5MG/100ML	Reclast and Zometa	used for hypercalcemia (high levels of calcium in the blood) that may occur in patients with some types of cancer. It is also used in treatment of multiple myeloma.

†† The uses identified here include approved indications as well as common uses found in literature, regardless of legality, safety or efficacy of those uses (e.g. off-label uses).

Contact Us

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Frequently Asked Questions

Last updated 05/19/2025

1. What is this Notice about?

Federal courts have authorized this Notice, and it is designed to inform you about the proposed Apotex Settlement *before* the Courts decide whether to approve it, so that you may determine whether to participate and/or take steps to protect your rights. This Notice explains the lawsuits, the Settlement, and your legal rights.

The Apotex Settlement resolves the claims of Consumers and other End-Payers of certain generic drugs. For purposes of this Notice, a "Consumer" is an individual who has purchased any of the drugs at issue in the lawsuits. The term "Consumer" does not include any Federal Entity, any State Entity, any county, city, town, or other local entity, or any Corporate Entity.

The claims that are being resolved are in related actions pending in two different courts (together, the "Courts"):

The States' Actions: The State Attorneys General have brought antitrust and consumer protection lawsuits against a large number of the nation's generic drug manufacturers, and those lawsuits are currently pending before the United States District Court for the District of Connecticut. The cases at issue are *State of Connecticut et al. v. Aurobindo Pharma USA, Inc., et al.*, 16-cv-02056 (D. Conn); *State of Connecticut et al. v. Teva Pharmaceuticals USA, Inc., et al.*, 19-00710 (D. Conn); and *State of Connecticut et al. v. Sandoz, Inc. et al.*, 20-00802 (D. Conn) (collectively referred to as "States' Actions."). The State Attorneys General that sued are the plaintiffs and the generic drug manufacturers they sued are the defendants in the States' Actions.

The EPP Class Actions: A group of end-payers of generic drugs ("End-Payer Plaintiffs" or "EPPs") consisting of both Consumers and third-party payers (such as insurance companies and employers who have self-funded prescription drug benefit plans) have brought a group of class actions on behalf of themselves and all other similarly situated Consumers and third-party payers. Those actions (the "EPP Class Actions") are currently pending in the United States District Court for the Eastern District of Pennsylvania and are coordinated under the docket *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724 (E.D. Pa.). The EPPs are the plaintiffs and the generic drug manufacturers they sued are the defendants in the EPP Class Actions.

2. What are the lawsuits about?

The States' Actions and the EPP Class Actions claim that numerous Defendants and their alleged co-conspirators agreed to fix the prices of certain prescription drugs sold in the United States. As a result, Consumers who bought certain generic prescription drugs ("Drugs at Issue") may have paid more than they should have. The Defendant drug manufacturers, including Apotex, deny they did anything wrong. Apotex has not admitted liability. The lawsuit is not about – and does not question - the safety or effectiveness of any of the drugs at issue.

A full list of the Drugs at Issue in this litigation is available here or by calling 1-866-290-0182.

Following investigation of relevant facts, substantial fact discovery, and arms' length negotiations, the State Attorneys General, EPPs, and Apotex entered into the Apotex Settlement. There has been no determination by the Courts or a jury that the allegations against the Defendants or the Settling Defendants have been proven or that, if proven, the conduct caused harm to any Consumers. No trial has been held.

The names of the Defendants and several filings in the States' Actions (including the Complaint and filings relating to settlement approvals) can be found on here. The Complaints and the list of defendants sued in the EPP Class Actions can be found on genericdrugsendpayersettlement.com.

3. What is a Class Action?

In a class action, one or more people called "Class Representatives" sue on behalf of themselves and other people who have similar claims. Together, all of these people are "Class Members." One court resolves any claims that could be brought against Apotex by all the Class Members, except for those who exclude themselves from the Class (*see Question 13*).

The Apotex Settlement, in addition to affecting the rights of those in the States' Actions, affects the rights of those involved in the EPP Class Actions. The EPP Apotex Settlement Class Representatives and those on whose behalf they have sued together constitute the "EPP Apotex Settlement Class." Their attorneys are called "EPP Settlement Class Counsel."

The EPP Apotex Settlement Class Representatives are 1199SEIU Greater New York Benefit Fund; 1199SEIU Licensed Practical Nurses Welfare Fund; 1199SEIU National Benefit Fund; 1199SEIU National Benefit Fund for Home Care Workers; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; American Federation of State, County and Municipal Employees District Council 47 Health & Welfare Fund; City of Providence, Rhode Island; Detectives Endowment Association of the City of New York; Hennepin County; Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana; Philadelphia Federation of Teachers Health and Welfare Fund; Self-Insured Schools of California; Sergeants Benevolent Association of the Police Department of the City of New York Health and Welfare Fund; UFCW Local 1500 Welfare Fund; Uniformed Fire Officers Association Family Production Plan Local 854; United Food & Commercial Workers and Employers Arizona Health & Welfare Trust; Nina Diamond; Ottis McCrary; Valerie Velardi; and Robby Johnson.

The United States District Court for the Eastern District of Pennsylvania, by Order dated May 14, 2025, has preliminarily determined that the lawsuit between EPPs and Apotex can proceed as a class action for purposes of determining whether to approve the Apotex Settlement. A copy of the Order may be found on genericdrugsendpayersettlement.com. The settlement website for Consumers can be found at AGGenericDrug.com.

4. Who are the Settling Defendants?

For purposes of this Notice, the Settling Defendant is Apotex Corp. Prior notices have described settlements with other settling defendants, including Heritage Pharmaceuticals Inc. and Emcure Pharmaceuticals Ltd.

A complete list of all Defendants is available here.

5. How do I know if I am included in the Apotex Settlement?

Generally, if you are a Consumer, you may be included if at any time from between May 1, 2009 and December 31, 2019 you were in any of the 50 United States, the District of Columbia, Northern Mariana Islands, Puerto Rico, or the U.S. Virgin Islands, and paid for a Drug at Issue. A list of the Drugs at Issue in this litigation is provided below and is also available here or by calling 1-866-290-0182.

6. Who is not included?

You are not included if:

- You purchased the Drugs at Issue for resale or distribution to others;
- You purchased the Drugs at Issue directly from Defendants; or
- You are an officer, director, management, or employee of any of the Defendants, their subsidiaries, or affiliates.

If you purchased Drugs at Issue both directly from Defendants (or for resale to others) and indirectly (*e.g.*, from a pharmacy) , you are included in the Apotex Settlement with respect to only your indirect purchases that were not for resale or distribution to others.

If you are unsure whether you are included in the Apotex Settlement, you may call 1-866-290-0182 and you may also review the materials posted on AGGenericDrug.com. If you wish to exclude yourself from the Settlement, please refer to Question 13.

7. Who are the Defendants?

The Defendants are:

- Actavis Elizabeth, LLC
- Actavis Holdco U.S., Inc.
- Actavis Pharma, Inc.
- Amneal Pharmaceuticals, Inc.
- Amneal Pharmaceuticals, LLC
- Apotex Corp.
- Ascend Laboratories, LLC
- Akorn, Inc.
- Akorn Sales, Inc.
- Alvogen, Inc.
- Aurobindo Pharma USA, Inc.
- Barr Pharmaceuticals, LLC
- Bausch Health Americas, Inc.
- Bausch Health US, LLC
- Breckenridge Pharmaceutical, Inc.
- Camber Pharmaceuticals, Inc.
- Citron Pharma, LLC
- Dava Pharmaceuticals, LLC
- Dr. Reddy's Laboratories, Inc.
- Emcure Pharmaceuticals, Ltd.
- Epic Pharma, LLC
- Fougera Pharmaceuticals Inc.
- G&W Laboratories, Inc.
- Generics Bidco I, LLC
- Glenmark Pharmaceuticals, Inc.
- Glenmark Pharmaceuticals Inc., USA
- Greenstone LLC
- Heritage Pharmaceuticals, Inc.
- Hi-Tech Pharmacal Co., Inc.
- Hikma Labs, Inc.
- Hikma Pharmaceuticals USA, Inc.
- Impax Laboratories, Inc.
- Impax Laboratories, LLC
- Jubilant Cadista Pharmaceuticals Inc.
- Lannett Company, Inc.
- Lupin Pharmaceuticals, Inc.
- Mallinckrodt Inc.
- Mallinckrodt plc
- Mallinckrodt LLC
- Mayne Pharma Inc.
- Mayne Pharma U.S.A., Inc.
- Morton Grove Pharmaceuticals, Inc.
- Mutual Pharmaceutical Company, Inc.
- Mylan, Inc.
- Mylan Pharmaceuticals, Inc.
- Oceanside Pharmaceuticals, Inc.
- Par Pharmaceutical Companies, Inc.
- Par Pharmaceutical, Inc.
- Perrigo New York Inc.
- Pfizer, Inc.
- Pliva, Inc.
- Sandoz, Inc.
- Sun Pharmaceutical Industries, Inc.
- Taro Pharmaceuticals USA, Inc.
- Teligent, Inc.
- Teva Pharmaceuticals USA, Inc.
- Torrent Pharma Inc.
- Upsher-Smith Laboratories, Inc.
- Upsher-Smith Laboratories, LLC
- Versapharm Inc.
- West-Ward Columbus, Inc.
- West-Ward Pharmaceuticals Corp.
- Wockhardt USA LLC
- Zydus Pharmaceuticals (USA), Inc.

Several individuals have also been named as Defendants in the States' Complaints, which are available for your review at www.AGGenericDrugs.com.

8. Why are the lawsuits continuing if there are Settlements?

Settlements have been reached with some but not all of the Defendants. In addition to Apotex, the States and EPPs have settled with Heritage Pharmaceuticals Inc., and Emcure Pharmaceuticals Ltd. The lawsuits will continue against all of the Non-Settling Defendants.

Additional money may become available in the future as a result of trials or future settlements. Alternatively, the litigation may be resolved in favor of the Non-Settling Defendants and no additional money may become available. There is no guarantee as to what will happen.

Because the lawsuits that are continuing against Non-Settling Defendants may result in future judgments or settlements, please register here, or call 1-866-290-0182, to be notified of any future monetary recoveries and to be notified of when and how you may file a claim.

9. What does the Apotex Settlement provide?

There is one Settlement being presented to the Courts for approval at this time: the Apotex Settlement. A copy of the Apotex Settlement, as well as information as to prior settlements, can be obtained at www.AGGenericDrugs.com, or can be requested at 1-866-290-0182.

The Apotex Settlement provides that: (1) Apotex will cooperate with the State Attorneys General and EPPs by providing information relevant to the ongoing litigation against the Non-Settling Defendants; (2) Apotex will take steps to ensure that it will not engage in further violations of state and federal antitrust laws; and (3) Apotex will pay $39,100,000 to the State Attorneys General and $48,000,000 to EPPs.

Money to be allocated among Consumers from the Apotex Settlement will be paid from the funds paid by Apotex to the State Attorneys General. Specifically, if approved by the Courts, $17,624,403 will be allocated to Consumers, while $9,745,595 will be allocated to certain State Entities and $11,730,000 will be set aside to reimburse the State Attorneys General for the costs of settlement notice and administration (not to exceed $500,000) and for expenses and fees of pursuing the litigation. Money to be allocated among TPPs from the Apotex Settlement will be paid from the $48,000,000 paid by Apotex to EPPs. For details on the settlement benefits for TPPs, see genericdrugsendpayersettlement.com.

After approval of a plan of distribution by the Courts, the funds designated for Consumers will be available for distribution to eligible Consumers who timely file valid claims.

Any interest earned will be added to the Settlement Fund. More details are in the Apotex Settlement Agreement, which is available here, or can be requested at 1-866-290-0182.

10. How much money will I receive?

At this time, it is unknown how much each eligible Consumer who submits a valid, timely claim will receive, as this will depend on numerous factors, in particular the number and amount of timely, eligible claims filed, the total money amount available in the Settlement Fund after receipt of all settlements and/or judgments, and the future plan of allocation approved by the Court.

Money to be allocated among Consumers will be paid from the funds paid by Apotex to the State Attorneys General. The State Attorneys General have proposed a framework for how to allocate Settlement Funds to eligible Consumers who file timely claims. The proposed framework provides that, in general, eligible Consumers will be paid on a *pro rata* basis in proportion to the amount of money spent on the Drugs at Issue; which means that eligible Consumers who spent more money on the Drugs at Issue will get more money from the Settlement Fund than those who spent less. The one exception is for eligible Consumers residing in Alabama, Arkansas, Hawaii and Texas. Because Attorneys General of those states did not settle with Apotex, eligible Consumers who reside in those States are not affected or bound by the terms of the settlement as between Apotex and the State Attorneys General, but rather the are bound only by the terms of the settlement as between Apotex and the EPPs. Therefore, while eligible Consumers residing in Alabama, Arkansas, Hawaii and Texas who purchased Drugs at Issue and submit timely and valid claim forms will receive money from the Settlement Fund, their allocation is expected to be less than if calculated on a strictly *pro rata* basis across Consumers from all States.

In order to receive a payment, you must file a valid claim form *before* the claims period ends.The claims period for Consumers has not yet begun, and will begin only after a final plan of allocation has been submitted to and approved by the Courts. A notice about the claims process will be made at a future date ordered by the Courts. If you want to receive a notice about the claims process or future settlements, you should register at here or call 1-866-290-0182.

11. When will I get benefits?

No money has been distributed yet or will be distributed until some future date after the Courts' approval of the Apotex Settlement and the receipt of funds from this and other approved settlements and/or judgments. The State Attorneys General and EPPs will continue to pursue the lawsuits against the Non-Settling Defendants. A final plan of allocation will be submitted to the Court for approval sometime in the future, when there are enough consumer funds accumulated to make a distribution practicable and sensible.

12. What am I giving up if I stay in the Apotex Settlement?

Unless you exclude yourself from the Apotex Settlement, you will give up your right to sue Apotex for any claims described in the releases of the Apotex Settlement Agreement. You also will be bound by any decisions by the United States District Court for the District of Connecticut relating to the Apotex Settlement. In addition, you will be bound by all of the United States District Court for the Eastern District of Pennsylvania's Orders in the case between EPPs and Apotex.

In return for paying the settlement amounts and providing non-monetary benefits, Apotex will be released from certain claims relating to the facts underlying States' Actions and the EPP Class Actions. Paragraph VI of the Apotex Settlement Agreement describes the releases, so read it carefully, since those releases will be binding on you if the Courts grant final approval of the Apotex Settlement. If you have any questions, you can call the toll-free number below or you can talk to your own lawyer (at your own expense) if you have questions about what this means. The Apotex Settlement Agreement and the specific releases are available here.

13. What if I don't want to be in the Apotex Settlement?

To exclude yourself from the Apotex Settlement, go here and look for how to exclude yourself (or "Opt Out").

Alternatively, you may exclude yourself by sending a letter (a "Request for Exclusion") by mail to the address below. Your Request for Exclusion ***must*** include:

- Your name, address, and telephone number; and
- The cases and cases numbers: *State of Connecticut et al. v. Aurobindo Pharma USA, Inc.*, et al., 16-cv-02056 (D.Conn); *State of Connecticut et al. v. Teva Pharmaceuticals USA, Inc.*, et al., 19- 00710 (D.Conn); and *State of Connecticut et al. v. Sandoz, Inc.* et al., 20-00802 (D.Conn); and *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724 (E.D. Pa.); and
- A statement that you want to be excluded from the Apotex Settlement (*e.g.*,"I hereby request that I be excluded from the Apotex Settlement"); and
- A statement attesting that you have purchased one or more of the Drugs at Issue, not for resale, between May 1, 2009 to December 31, 2019; and
- The date; and
- Your signature.

A separate exclusion request must be submitted by each Consumer electing to be excluded.

A valid and timely Request for Exclusion from the Apotex Settlement will be deemed to be a request for exclusion from both the State Apotex Settlement (i.e., any provisions in the Apotex settlement agreement that affect Consumers in the States' Actions) and the EPP Apotex Settlement (i.e., any provisions in the Apotex settlement agreement that affect Consumers in the EPP Class Actions). Please review Paragraph IV.E. of the Apotex Settlement (available at here) for more information.

Your Consumer Request for Exclusion must be COMPLETED ONLINE or POSTMARKED no later than **July 24, 2025**(check the website at www.AGGenericDrugs.com for updates on the litigation or register to receive future information).

Generic Drugs Settlements
Exclusions 8769
P.O. Box 2599
Faribault, MN 55021-9599

14. If I don't exclude myself, can I sue Apotex for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Apotex for the claims being released in this litigation.

15. Do I have a lawyer in this case?

Yes. The Pennsylvania court has appointed the law firm below to represent your interests and the other Class Members in this lawsuit. The lawyers representing you and the Class Members are called "EPP Apotex Settlement Class Counsel." You will not be charged for the services of these lawyers.

You may contact EPP Apotex Settlement Class Counsel as follows:

Roberta D. Liebenberg
Jeffrey S. Istvan
Fine, Kaplan and Black, R.P.C.
One South Broad St., 23rd Floor
Philadelphia, PA 19107

If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How can I tell the Court if I do not like the Apotex Settlement?

If you have objections to any aspect of the Apotex Settlement, or to the proposed framework for allocation, you may express your views to the United States District Court for the District of Connecticut and the United States District Court for the Eastern District of Pennsylvania by writing to the addresses below. (A copy of your correspondence will be filed in the United States District Court for the Eastern District of Pennsylvania on the EPP Class Actions docket.)

Your objection must include:

- Your name, address, e-mail address (if any), telephone number, and an explanation of your objection; and
- The cases and cases numbers: *State of Connecticut et al. v. Aurobindo Pharma USA, Inc.*, et al., 16-cv-02056 (D.Conn); *State of Connecticut et al. v. Teva Pharmaceuticals USA, Inc.*, et al., 19- 00710 (D.Conn); and *State of Connecticut et al. v. Sandoz, Inc.* et al., 20-00802 (D.Conn); and *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724 (E.D. Pa.); and
- A statement attesting that you have purchased one or more of the Drugs at Issue between May 1, 2009 to December 31, 2019; and
- The date; and
- Your signature; and
- The name, address, and telephone number of any lawyer assisting you.

In addition, if you object you may be asked for additional information, including documentation demonstrating where you live, that you bought a qualifying generic prescription drug (not for resale), and the date(s) of purchase.

Any objection must be mailed to these addresses and **received** no later than **July 24, 2025.**

U.S. DISTRICT COURT FOR THE DISTRICT OF CONN.	COUNSEL FOR THE STATE ATTORNEYS GENERAL	COUNSEL FOR APOTEX	EPP SETTLEMENT CLASS COUNSEL
Clerk's Office Abraham Ribicoff Federal Building United States Courthouse 450 Main Street Suite A012 Hartford, CT 06103	Saami Zain Assistant Attorney General New York Attorney General 28 Liberty Street, New York, NY 10005	April Williams Wilmer Hale 2100 Pennsylvania Avenue NW Washington, DC 20037	Roberta D. Liebenberg Jeffrey S. Istvan Fine, Kaplan and Black, R.P.C. One South Broad St., 23rd Floor Philadelphia, PA 19107

If you hire a lawyer to make an objection, your lawyer must also file a Notice of Appearance with the Clerk of the Court for the United States District Court for the District of Connecticut and the Clerk of the Court for the United States District Court for the Eastern District of Pennsylvania no later than **July 24, 2025.**

17. What is the difference between objecting to the Settlements and Excluding myself from the Settlements? ⊕

Objecting to the Apotex Settlement simply means telling the Court that you don't like something about the Settlement or have certain concerns about the Settlement. Objecting does not disqualify you from making a claim for a payment nor does it make you ineligible to receive a payment.

If you exclude yourself from the Apotex Settlement, you are no longer part of the Apotex Settlement. In addition, to the extent legally permissible, a valid and timely Request for Exclusion from the Apotex Settlement will be deemed to be a request for exclusion from both the State Apotex Settlement (*i.e.*, any provisions in the Apotex settlement agreement that affect Consumers in the States' Actions) and the EPP Apotex Settlement (*i.e.*, any provisions in the Apotex settlement agreement that affect Consumers in the EPP Class Actions). Therefore, you will not be eligible to receive any payments from the Apotex Settlement and you will not be able to object to the Settlement. You will not be subject to the terms and conditions of the Apotex Settlement. However, will you keep your right to sue Apotex for the same claims in another lawsuit.

18. When and where will the Courts decide whether to approve the Apotex Settlement?

The United States District Court for the District of Connecticut will hold a Final Approval (Fairness) Hearing regarding the Apotex Settlement on **August 12, 2025 at 10:00 a.m.**, at the United States District Court for the District of Connecticut, Abraham Ribicoff Federal Building, 450 Main Street, Courtroom 3, Hartford, CT 06103. In addition, the United States District Court for the Eastern District of Pennsylvania will hold a Final Approval (Fairness) Hearing regarding the Apotex Settlement on **October 3, 2025 at 11:00 a.m.** at the United States District Court for the Eastern District of Pennsylvania, Courtroom 12-A, 601 Market Street, Philadelphia, PA 19106. The hearings may be moved to a different date or time without additional notice, so check www.AGGenericDrugs.com and genericdrugsendpayersettlement.com for current information or call 1-866-290-0182 if you want to find out if the hearings have been rescheduled.

At the Final Approval (Fairness) Hearing on the Apotex Settlement before the United States District Court for the District of Connecticut, the Court will consider whether the Apotex Settlement and the proposed framework for allocation and distribution to Consumers is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time. After the hearing, the Court will decide whether to grant final approval to the Apotex Settlement.

Similarly, at the Final Fairness Hearing on the Apotex Settlement before the Eastern District of Pennsylvania, the Court will consider whether the Apotex Settlement and the proposed allocation framework is fair, reasonable and adequate for the EPP Apotex Settlement Class. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to give final approval to the Apotex Settlement.

It is unknown how long the Courts' decisions, or any decisions on any appeals will take.

19. Do I have to attend the Final Approval (Fairness) Hearing?

No. Counsel for the State Attorneys General and EPP Settlement Class Counsel will attend the hearing and be prepared to answer questions. Individuals who have filed and served written objections regarding the Apotex Settlement may (but do not have to) appear at the Final Approval (Fairness) Hearings, in person or through an attorney hired at their own expense.

20. Can I attend the Final Approval (Fairness) Hearings?

Yes. Anyone can attend the Final Approval (Fairness) Hearings and watch. If you want to attend and observe, you do not have to do anything.

If you want to attend one or both of the Final Fairness Hearings and speak to the Court(s) regarding an objection that you have to the Apotex Settlement or the proposed allocation framework, either in person or through an attorney hired at your own expense, you need to mail a written Notice of Intent to Appear to the addresses listed in Question 17 so that your notice is received by **July 24, 2025**. The Notice of Intent to Appear must contain the following information:

1. Your name, address, email address (if any), and telephone number and, if applicable, the name, address, email address, and telephone number of your attorney (who must file a Notice of Appearance with the Clerk of the Court for either or both the United States District Court for the District of Connecticut or the United States District Court for the Eastern District of Pennsylvania not later than **July 24, 2025**;
2. The Final Fairness Hearing(s) at which you will be appearing;
3. Your objection, including any supporting papers; and
4. The name and addresses of any witnesses to be presented at the Final Approval (Fairness) Hearing(s), together with a statement as to the matters on which they wish to testify and a summary of the proposed testimony.

21. Where can I get more information?

This Notice summarizes the Apotex Settlement. You can get more information about the Apotex Settlement at www.AGGenericDrugs.com, by calling 1-866-290-0182, or by writing to Generic Drugs Settlements 8769, P.O. Box 2599, Faribault, MN 55021-9599.

You can also view the official Court files by accessing the Court dockets in this case:

- Through the Court's Public Access to Court Electronic Records (PACER) system at https://pacer.login.uscourts.gov/ or
- By visiting the office of the Clerk of the Court of the United States District Court for the District of Connecticut (for the docket in the States' Actions) or the office of the Clerk of the Court of the United States District Court for the Eastern District of Pennsylvania (for the docket in the EPP Class Actions). The United States District Court for the District of Connecticut is located at Abraham Ribicoff Federal Building, United States Courthouse, 450 Main Street, Suite A012, Hartford, CT 06103. The United States District Court for the Eastern District of Pennsylvania is located at 601 Market Street, Philadelphia, PA 19106.

PLEASE DO NOT TELEPHONE THE COURTS OR THE OFFICES OF THE COURTS' CLERKS TO INQUIRE ABOUT THESE SETTLEMENTS OR THE CLAIM PROCESS.

Opt Out Form

Apotex Settlement

Last updated 07/24/2025

The deadline to opt out of the Apotex Settlement was July 24, 2025.