

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

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

AUROBINDO PHARMA USA, INC., et al.,

Defendants.

No. 3:16-cv-02056-MPS

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

TEVA PHARMACEUTICALS USA, INC. et al.,

Defendants.

No. 3:19-cv-00710-MPS

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

SANDOZ, INC., et al.,

Defendants.

No. 3:20-cv-00802-MPS

October 8, 2026

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

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

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

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

- (16) Setting an opt-out deadline for the Settlements; and
- (17) Setting a date and time for a final approval hearing.

This Motion is supported by the accompanying Memorandum of Law in Support of the States' Motion, States' Declaration in Support of the State's Motion with Exhibits 1-3 (Settlement Agreements), Declaration of Tiffaney A. Janowicz in Support of States' Motion with Exhibits A-E.

Dated: October 8, 2026

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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 XI.D. of the Electronic Filing Policies and Procedures.

CERTIFICATE OF SERVICE

I hereby certify that on October 8, 2026, the foregoing document, together with the accompanying was served by e-mail on all counsel of record in this action by operation of the Court's Electronic Filing System as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

/s/ Elin S. Alm

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No. 3:20-cv-00802-MPS

October 8, 2026

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

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I. INTRODUCTION

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

As a matter of law³ and policy, the States seek the Court’s preliminary approval of the Settlements, as they resolve the States’ claims against Settling Defendants in the States’ Actions, and a notice plan (“Notice Plan”) for providing notice to Eligible Consumers, as described in this motion, and to Eligible Corporate Entities in Idaho (“Corporate Entities Notice”). A minority of the States’ laws obligate their respective Attorneys General to provide Eligible Consumers with

¹Plaintiff States means Connecticut, Alaska, Arizona, California, Colorado, District of Columbia, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, U.S. Virgin Islands, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Plaintiff States include every remaining plaintiff in the States’ Actions.

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

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

notice of the Settlement, including an opportunity to opt out of and object to or comment on the Settlement. All States are providing those opportunities to Eligible Consumers. Similarly, only a few States' laws require court approval of a settlement of consumer claims after a notice plan is implemented. Nonetheless, all States will seek the Court's final approval after the Notice Plan has been implemented. The States' proposed Notice Plan builds on the notice plans implemented as part of the previously approved settlements with Defendants Heritage Pharmaceuticals Inc., Emcure Pharmaceuticals Ltd., and Satish Mehta ("Heritage Settlement"), ECF Nos. 767 (3:16-cv-02056-MPS), 635 (3:19-cv-00710-MPS), and 602 (3:20-cv-00802-MPS), Defendant Apotex Corp. ("Apotex Settlement"), ECF Nos. 875 (3:16-cv-02056-MPS), 760 (3:19-cv-00710-MPS), and 835 (3:20-cv-00802-MPS), and Defendants Bausch Health US, LLC and Bausch Health Americas, Inc. ("Bausch Settlement"), and Defendant Lannett Company, Inc. ("Lannett Settlement"), ECF Nos. 990 (3:16-cv-02056-MPS), 976 (3:19-cv-00710-MPS), and 1432 (3:20-cv-00802-MPS), as well as the settlement with Defendant Glenmark Pharmaceuticals, Inc., USA, which received preliminary approval on August 6, 2026 (ECF Nos. 1019 (3:16-cv-02056-MPS), 976 (3:19-cv-00710-MPS), and 1484 (3:20-cv-00802-MPS)) and the settlement with Sandoz Inc. and Fougera Pharmaceuticals Inc., which was filed with the Court for preliminary approval on October 1, 2026, ECF Nos. 1038-4 (3:16-cv-02056), 999-4 (3:19-cv-00710), and 1535-4 (3:20-cv-00802). *See* States' Declaration in Support of The States' Motion for Preliminary Approval of Settlements with Ascend, Citron, and Mayne ("States' Decl.") 20. The details of the States' proposed continued Notice Plan are set forth in the declaration of Tiffaney Janowicz filed herewith.

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

of the Settlements with Mayne and Ascend (referred to as the “Settlement Funds”), allocating approximately 30 to costs and fees (referred to as “Costs Account”) and approximately 70 to Eligible Corporate Entities, Eligible Consumers, and State Entities (referred to as “Restitution Accounts”). Furthermore, the States seek approval to distribute and use the balance of the Costs Account, after financing the administration of the Settlements and potential future settlements, to fund continued litigation against the remaining Defendants and for such purposes as are set forth in *Mayne Settlement* I.E; *Ascend Settlement* I.F, including attorney fees. Additionally, the States are seeking preliminary approval of a division and allocation of the Restitution Account between Eligible Corporate Entities, Eligible Consumers, and State Entities, and a distribution of the State Entities’ share to the States to be divided among the States at their discretion. Lastly, the States request that the Court establish a deadline for opting out of or objecting to the Settlements (“Opt-Out Deadline”) and a date for a final approval hearing.

II. PROCEDURAL BACKGROUND

The States brought three actions against generic drug manufacturers alleging that they conspired to fix prices and allocate markets for many generic drugs in violation of federal antitrust laws and state antitrust and consumer protection laws. *See supra Section I.* In each of the States’ Actions, the States also allege an overarching conspiracy for the drugs and anticompetitive acts in that action. Settling Defendants have denied the allegations. The Settlement, if approved, will resolve and release all claims that the States brought or could have brought against Settling Defendants in all three States’ Actions.

III. SETTLEMENT TERMS

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

A. Injunctive Relief

1. Mayne

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

2. Ascend

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

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

3. Citron

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

B. Monetary Relief

1. Mayne

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

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

2. Ascend

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

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

3. Citron

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

C. Dismissals, Releases, and Preserved Claims

1. Mayne

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

2. Ascend

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

3. Citron

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

D. Cooperation

1. Mayne

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

2. Ascend

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

3. Citron

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

E. Court Approval, Notice, and Exclusions

1. Mayne

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

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

2. Ascend

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

3. Citron

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

IV. THE STATES' AUTHORITY

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

⁴ *E.g.*, Conn. Gen. Stat. 35-32(c); Alaska Stat. 45.50.580; 45.50.577(b); Ariz. Rev. Stat. 44-1407, 44-1408(A), 44-1528(A); Cal. Bus. & Prof. Code 16760; Col. Rev. Stat. 6-4-111; D.C. Code 28-4507, 28 3909; Del. Code Ann. tit. 6, 2101, *et seq.*; Del. Code Ann. tit. 29, 2520 and 2522; Fla. Stat. 542.22(22); Ga. Code Ann. 10-1-397(b); Idaho Code Ann. 48-108; 740 Ill. Comp. Stat. 10/7(2); Ind. Code 24-1-2-5; *Bd. of Comm'rs of Howard Cty. v. Kokomo City Plan Comm'n*, 263 Ind. 282, 295 (1975); *Bd. of Comm'rs of Union City v. McGuinness*, 80 N.E.3d 164, 170 (Ind. 2017); Ind. Code 24-5-0.5-4(c); *FTC v. Sperry & Hutchinson Co.*, 405 U.S. 233 (1972); Iowa Code 553.12; Kan. Stat. Ann. 50-103(a)(8); Ky. Rev. Stat. Ann. 15.020, 367.110 through 367.990, and 518.020; *Com. ex. rel. Conway v. Thompson*, 300 S.W.3d 152 (Ky. 2010);

Defendants' conduct. State attorneys general are politically accountable representatives of their states and have authority under state law to recover (1) for consumers and corporate entities to the extent permitted by state laws; (2) for public purchasers, including state agencies to the extent permitted by state laws; and (3) for the state, in the form of disgorgement, civil penalties, costs, and fees.⁵ The States, based on their authority to bring actions and seek relief for violations of federal law and state antitrust and consumer protection laws as to the facts in the States' Actions,⁶

Com. ex rel. Beshear v. ABAC Pest Control Inc., 621 S.W.2d 705 (Ky. 1981); *State v. Bordens, Inc.*, 684 So.2d 1024, 1026 (La.Ct.App.1996); *Lund ex rel. Wilbur v. Pratt*, 308 A.2d 554 (Me.1973); Md. Com. Law Code Ann., 11-209; MGL c. 93A 4; *State v. Detroit Lumberman's Association*, 1979-2 Trade Cas. (CCH) 62,990, 1979 WL 18703 (Mich. Cir. Ct. 1979); *Minnesota v. Standard Oil Co.*, 568 F. Supp. 556, 563 (D. Minn. 1983); Miss. Code Ann. 7-5-1; *Clark Oil & Ref Corp. v. Ashcroft*, 639 S.W.2d 594, 596 (Mo. 1982); *State ex rel. Olsen v. Public Service Comm'n*, 283 P.2d 594 (Mont. 1955); Neb. Rev. Stat. 84-212; Nev. Rev. Stat. 598A.160(1) (1999); Nev. Rev. Stat. 598.0963 (2023); N.H. Rev. Stat. Ann. 356:4-a; *State v. City of Dover*, 153 N.H. 181 (N.H. 2006); N.J. Stat. Ann. 56:9-12.b; N.M. Stat. Ann. 57-1-3(A), (B) (1979); *New Mexico v. Scott & Fetzer Co.*, 1981-2 Trade Cas. 64,439, 1981 WL 2167 (D.N.M. 1981); N.Y. Exec. Law 63(12) and N.Y. Gen. Bus. Law 340-342-a; N.C. Gen. Stat. 75-15, 75-16; *Hyde v. Abbott Labs, Inc.*, 473 S.E.2d 680 (N.C. Ct. App. 1996); *FTC v. Mylan Labs*, 99 F. Supp. 2d 1 (D.D.C. 1999); N. D. Cent. Code 51-08.1-07, -08(2); N. D. Cent. Code 51-15-07; 4 CMC 5107, 5121(b), 5206(b); Ohio Rev. Code 109.81; *Ohio v. United Transp. Inc.*, 506 F. Supp. 1278, 1280-81 (S.D. Ohio 1981); 79 O.S. 205 (A)(1); Or. Rev. Stat. 646.775(1); 71 Pa. Stat. Ann. 732-204(c); P.R. Laws Ann. tit. 32, 3341 3344; R.I. Gen. Laws 6-36-12; S.C. Code Ann. 39-5-50(b); *State ex rel. Condon v. Hodges*, 349 S.C. 232, 562 S.E. 2d 623 (2002); S.D. Codified Laws 37-1-23; *State v. Heath*, 806 S.W.2d 535, 537 (Tenn. Ct. App. 1990); Tenn. Code Ann. 8-6-109; *In re Cardizem CD Antitrust Litig.*, 391 F.3d 812 (6th Cir. 2004); *In re Lorazepam & Clorazepate Antitrust Litig.*, 205 F.R.D. 369 (D.D.C. 2002); *Connecticut v. Mylan Labs, Inc.*, No. 1:98cv2114, 2001 WL 765466 (D.D.C. Apr. 27, 2001); *Government of Virgin Islands by and through Encarnacion v. Health Quest, LLC*, 2023 WL 7214673, at 4 (Superior Ct. V.I. Oct. 31, 2023) (citing *Mathes v. Century Alumina Co.*, 2008 U.S. Dist. LEXIS 90087, at 29 (D.V.I. 2008)); Utah Code Ann. 76-10-3106(3), 76-10-3108(1), 13-11-17; *Utah Division of Consumer Protection v. Stevens*, 398 F. Supp.3d 1139, 1150 (D. Utah Aug. 19, 2019); Vermont Stat. Ann. 9 V.S.A. 2458; Va. Code Ann. 59.1-9.15; Rev. Code Wash. 19.86.080; *Washington v. Chimei Innolux Corp.*, 659 F.3d 842, 847 (9th Cir. 2011); W. Va. Code 47-18-17; Wis. Stat. Ann. 133.16 133.17(1); Wy. Stat. 40 12 105, 40 12 106, 40 12 107, 40-12-112 and 40-12-113; *Alfred L. Snapp & Son, Inc. v. Puerto Rico*, 458 U.S. 592 (1982).

⁵ See footnote 7, *infra*.

⁶ E.g., Conn. Gen. Stat. 35-34, 35-38, 42-110o, and 42-110m; Alaska Stat. 45.50.576 - .578, 45.50.501, .531, and .537; Arizona State Uniform Antitrust Act, Ariz. Rev. Stat. 44-1407, 44-1408, 44-1528, and 44-1531; Cal. Bus. & Prof. Code 16750, et seq., 17200, et seq., 17500, et

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

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

The States bring claims for monetary relief for Eligible Consumers pursuant to state antitrust and consumer protection laws, which build on the common law doctrine of *parens patriae*. States have long-standing authority to bring *parens patriae* actions. The term *parens patriae* means "parent of the country." *Alfred L. Snapp & Son, Inc. v. Puerto Rico*, 458 U.S. 592, 600, n.8 (1982) (quoting BLACK'S LAW DICTIONARY 1003 (5th ed. 1979)). The doctrine

seq., 17206, 17536, 17206.1, 16750, 16754, and 16754.5; Cal. Civil Code 3345; Colo. Rev. Stat. 6-4-101, et seq.; D.C. Code 28-4507 and 28-4509; Del. Code Ann. tit. 6 2101, et seq.; Del. Code Ann. tit. 29, 2520 and 2522; Fla. Stat. 501.201, et seq. and 501.204; Idaho Code 48-104, 48-108, and 48-112; 740 ILCS 10/1 et seq.; 10/7(1), 7(2), and 7(4); Ind. Code. 24-1-2-5, 24-1-1-2, and 24-5-0.5-4; Iowa Code 553.12, 553.13, 714.16; Kan. Stat. Ann. 50-103, 50-108, 50-160, 50-161, and 50-162; Ky. Rev. Stat. Ann. 367.110 et seq.; LSA-R.S. 51:1407, and 51:1408; 10 M.R.S. 1104, 5 M.R.S. 209; Md. Com. Law Code Ann. 11-209; MGL c. 93A, 4; Mich. Comp. Laws 445.771, et seq. and 445.901 et. seq.; Minn. Stat. 325D.43, 325D.45, 325D.49, 325D.56, 325D.57, 325D.58, and 325D.66; Minn. Stat. Ch. 8; Miss. Code Ann. 75-24-1, et seq., and 75-21-1 et seq.; Missouri Rev. Stat. 416.011 et seq., 407.010 et seq., 15 CSR 60-8.010 et seq., 15 CSR 60-9.01 et seq.; Mont. Code Ann. 30-14-111(4), 30-14-131, 30-14-142(2), and 30-14-222; Neb. Rev. Stat. 59-803, 59-819, 59-821, 59-1608, 59-1609, 59-1614, and 84-212; Nev. Rev. Stat. 598.0963, 598.0973, 598.0999, 598A.160, 598A.170, 598A.200 and 598A.250; N.H. RSA 356:4 et seq.; N.H. RSA 358-A:1 et seq.; N.J.S.A. 56:9-1 et seq.; N.J.S.A. 56:8-1 et seq.; N.M. Stat. Ann. 57-1-3, -7, -8; N.M. Stat. Ann. 57-12-8, -10, -11; N.Y. Gen. Bus. Law 340-342c; N.Y. Executive Law 63(12); N.C. Gen. Stat. 75-1 et seq.; N.D.C.C. 51-08.1-01 et seq. and 51-15-01 et seq.; 4 CMC 5101 et. seq.; 4 CMC 5201 et. seq.; Ohio Rev. Code 109.81 and Ohio Rev. Code 1331.01 et seq.; 79 O.S. 201 et seq.; 79 O.S. 205; ORS 646.760, ORS 646.770, ORS 646.775, and ORS 646.780; 73 P.S. 201-4, 201-4.1, and 201-8 (b); 10 P.R. Laws Ann. 257 et seq.; 32 P.R. Laws Ann. 3341; R.I. Gen. L. 6-36-1, et. seq.; South Carolina Code of Laws 39-5-50, 39-5-110, 39-5-140, and 1-7-85; S.D. Codified Laws Chapters 37-1 and 37-24; Tenn. Code Ann. 47-25-101 et seq.; 11 V.I.C. 1507; 12A V.I.C. 328; Utah Code 76-10-3101 through 76-10-3118; 9 V.S.A. 2458, 2461 and 2465; Virginia Code Section 59.1-9.15; Wash Rev. Code 19.86.080 and 19.86.140; West Virginia Code 47 18 1 et seq.; Wis. Stat. 133.03, 133.14, 133.16, 133.17, and 133.18; Wyoming Statutes 40-12-101 et seq.

originated under the English common law, which recognized the King as the guardian of “all charitable uses in the kingdom.”” *Hawaii v. Standard Oil Co. of Cal.*, 405 U.S. 251, 257 (1972) (quoting 3 William Blackstone, Commentaries, 47-48 (1794)). In *Hawaii v. Standard Oil Co.*, the court affirmed “the right of a State to sue as *parens patriae* to prevent or repair harm to its quasi-sovereign’ interests.” 405 U.S. at 258. The *parens patriae* doctrine has evolved to encompass a wide range of actions to protect the health and safety of a state’s citizens. *See, e.g., Georgia v. Tennessee Copper Co.*, 206 U.S. 230 (1907) (interstate air pollution); *Kansas v. Colorado*, 185 U.S. 125 (1902) (water diversion); *Louisiana v. Texas*, 176 U.S. 1 (1899) (communicable disease).

State authority to bring a *parens patriae* action for federal antitrust law violations was first recognized by the U.S. Supreme Court in *Georgia v. Pennsylvania Railroad Co.*, 324 U.S. 439 (1945). Since *Georgia*, federal courts have routinely recognized the right of state attorneys general to bring *parens patriae* actions to redress consumer deception and antitrust violations.⁷ The States have, and have used, *parens patriae* authority to recover monetary damages for consumers for antitrust violations. *E.g.*, 15 U.S.C. 15c; *In re Electronic Book Antitrust Litig.*, 14 F. Supp. 3d 525, 531 (S.D.N.Y. 2014). States have built on federal *parens patriae* authority with state law, including the provisions exercised here. Those state laws are sometimes constitutional, statutory (including both competition specific statutes and general statutes that

⁷ *See, e.g. In re Electronic Book Antitrust Litig.*, 2014 WL 3798764 (S.D.N.Y. Aug. 1, 2014) (conspiracy to raise eBook prices); *New York v. Reebok Int’l, Ltd.*, 903 F. Supp. 532, 535 (S.D.N.Y. 1995), *aff’d*, 96 F.3d 44 (2d Cir. 1996) (conspiracy to fix, raise, maintain, or stabilize retail prices of shoes); *In re Mid-Atl. Toyota Antitrust Litig.*, 541 F. Supp. 62 (D. Md. 1981) (alleged conspiracy to fix artificially high price for “polyglycoat” finish applied to certain automobiles); *California v. Infineon Technologies AG*, 531 F. Supp. 2d 1124 (N.D. Cal 2007) (alleged horizontal price-fixing conspiracy in market for dynamic random access memory (DRAM)).

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

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

Parens patriae claims differ from Rule 23 class action claims substantively and procedurally, and *parens patriae* actions are not directly governed by Rule 23 of the Federal Rules of Civil Procedure. *Purdue Pharma L.P. v. Kentucky*, 704 F.3d 208, 217 (2d Cir. 2013). While *parens patriae* authority derives from the states' interests as sovereigns, *Georgia*, 324 U.S. at 449, class action representation is developed to more efficiently and effectively manage private litigation asserting claims for many businesses or consumers. *See American Pipe & Const. Co. v. Utah*, 414 U.S. 538, 553 (1974). Because of its sovereign nature and political accountability, *parens patriae* authority is exercised as soon as a state attorney general files an action. In contrast, representation by class counsel under Rule 23 requires court appointment and class certification, even in the settlement context. Fed. R. Civ. P. 23. Additionally, a class action requires the ascertainability of class members. Fed. R. Civ. P. 23(b)(3).

V. ARGUMENT

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

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

Parens patriae settlements will be approved if they are fair, reasonable, and adequate. *State of N.Y. by Vacco v. Reebok Intern. Ltd.*, 903 F. Supp. 532, 535 (S.D.N.Y. 1995). Although states' *parens patriae* actions are distinct from class actions, courts in this circuit and elsewhere generally look to the standards used in approving class action settlements when evaluating what

⁸ See footnotes 5 and 7 *supra*.

a *parens patriae* settlement delivers. *See Id.*; *In re Toys ‘R’ Us Antitrust Litig.*, 191 F.R.D. 347, 351 (E.D.N.Y. 2000); *New York v. Salton, Inc.*, 265 F. Supp. 2d 310, 313 (S.D.N.Y. 2003); *New York v. Nintendo of Am. Inc.*, 775 F. Supp. 676, 680 (S.D.N.Y. 1991). The *parens patriae* settlement approval process generally applies a two-step approach: (1) preliminary approval and (2) final approval. *See In re GSE Bonds Antitrust Litigation*, 414 F. Supp. 3d 686, 691-92 (S.D.N.Y. 2019); *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.*, 330 F.R.D. 11, 28 (E.D.N.Y. 2019).

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

B. The Settlements Meet the Standard for Preliminary Approval

The Settlements satisfy the standard for preliminary approval because the Court *will likely* be able to grant final approval of the Settlement. *See supra, e.g., In re Toys ‘R’ Us Antitrust Litig.*, 191 F.R.D. at 351; *New York v. Salton, Inc.*, 265 F. Supp. 2d at 313; *State of New York v. Reebok Intern. Ltd.*, 903 F. Supp at 535; *New York v. Nintendo of Am. Inc.*, 775 F. Supp. at 680.

Final approval of a class action settlement requires courts to consider whether:

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

F. R. Civ. P. 23(e)(2). “Paragraphs (A) and (B) constitute the ‘procedural’ analysis factors and examine the conduct of the litigation and of the negotiations leading up to the proposed settlement.” *In re Payment Card*, 330 F.R.D. at 29 (quoting Fed. R. Civ. P. 23 advisory committee’s note to 2018 amendment). “Paragraphs (C) and (D) constitute the ‘substantive’ analysis factors and examine the relief that the settlement is expected to provide.” *Id.* In the Second Circuit, the Rule 23(e)(2) factors are supplemented by the factors set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448 (2d Cir. 1974), when determining whether the Court will likely find that a settlement is fair, reasonable, and adequate, thus warranting preliminary approval. *Id.*; *In re GSE Bonds*, 414 F. Supp. 3d at 692. *Grinnell* sets forth nine factors that are referred to as the *Grinnell* factors:

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

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

1. Procedural Analysis Factors Support Preliminary Approval

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

i. The States Have Adequately and Zealously Represented Eligible Consumers

This first procedural factor requiring adequate representation of the class is not directly applicable to a settlement in a *parens* action brought by the States in the public interest. *See, e.g. State of New York v. Reebok International, Ltd.*, 96 F.3d 44, 48 (2d Cir. 1996) (noting Attorneys General in *parens* actions are motivated by concern for the public interest). Nonetheless, the States have vigorously represented the interests of their citizens in the States’ Actions for more than nine years. States’ Decl. 10. The States have engaged in extensive discovery and motion practice, zealous prosecution of the States’ Actions, and settlement negotiations to obtain a favorable settlement. *Id.* The States represent forty-eight U.S. jurisdictions whose interests are aligned in enforcing federal and state laws and vigorously pursuing remedies for their states, their Eligible Consumers, State Entities, and Corporate Entities. *Id.* 9.

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

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

fairness.” *In re GSE Bonds*, 414 F. Supp.3d at 693 (quoting *In re Austrian & German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 173-74 (S.D.N.Y. 2000), *aff’d sub nom.*, *D’Amato v. Deutsche Bank*, 236 F.3d 78 (2d Cir. 2001)); *State of New York v. Reebok Int’l, Ltd.*, 903 F. Supp. at 535. Attorneys representing the parties to the Settlements are experienced and well-informed. Settling Defendants’ respective counsel have significant expertise in complex antitrust litigation. The Assistant Attorneys General who negotiated the Settlement, individually and collectively, also have extensive experience with antitrust investigations and litigation. States’ Decl. 12. “The Attorneys General have extensive experience in complex antitrust cases brought under their *parens patriae* powers.” *New York v. Nintendo of Am. Inc.*, 775 F. Supp. at 680. Indeed, this action is part of a long and successful tradition of multistate litigation by State Attorneys General.⁹

Courts can place special weight on a settlement being negotiated by government attorneys committed to protecting the public interest. *Wellman v. Dickinson*, 497 F. Supp. 824, 830 (S.D.N.Y. 1980), *aff’d*, 682 F.2d 355 (2d Cir. 1982). The participation of the States’ Attorneys General in the negotiation of the Settlement furnishes extra assurance that Eligible Consumers’ interests are protected. *In re Toys ‘R’ Us Antitrust Litig.*, 191 F.R.D. at 351. The motivating factor in the States’ Actions is the enforcement of antitrust laws by the States acting as *parens patriae*

⁹ See, e.g., *California v. ARC Am. Corp.*, 490 U.S. 93 (1989); *Hartford Fire Ins. v. California*, 509 U.S. 764 (1993); *In re Panasonic Consumer Elect. Prod.*, 1989-1 Trade Cas. (CCH) 68, 613 (CCH), 1989 WL 63240, (S.D.N.Y. June 5, 1989); *Colorado v. Airline Tariff Publ’s Co.*, 1995-2 Trade Cas. (CCH) 71,231, 1995 WL 792070 (D.D.C. May 10, 1995); *In re Mid-Atl. Toyota Antitrust Litig.*, 605 F. Supp. 440 (D.Md.1984); *State of New York v. Reebok International, Ltd.*, 96 F.3d 44 (2d Cir. 1996); *In re Electronic Book Antitrust Litig.*, 2014 WL 3798764 (S.D.N.Y. Aug. 1, 2014); *In re Coordinated Pretrial Proceedings in Antibiotic Antitrust Actions*, 410 F. Supp 706 (D. Minn.1975); *U.S. v. Apple Inc.*, 952 F. Supp.2d 638 (S.D.N.Y 2013); *In re Compact Disk Minimum Advertised Price Antitrust Litig.*, 216 F.R.D. 197 (D. Me. 2003); *State of New York, et al. v. Cephalon, Inc.*, No. 16-4234 (E.D. Pa. 2016); *State of Wisconsin, et al. v. Indivior Inc., et al.*, 16-cv-5073 (E.D. Pa. 2016); See also, *State of Utah et al. v. Google LLC et al.*, Case No. 3:21-cv-05227-JD (N.D. Cal.).

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

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

The States were well informed about the issues in this matter and the strengths and weaknesses of the States' Actions when they negotiated the Settlements with Ascend, Citron, and Mayne. States' Decl. 10-13. The third *Grinnell* factor requires the Court to consider the stage of the proceedings and amount of discovery completed. *In re GSE Bonds*, 414 F. Supp. 3d at 699. "The relevant inquiry is whether the plaintiffs have obtained a sufficient understanding of the case to gauge the strengths and weaknesses of their claims and the adequacy of the settlement." *Id.* (quoting *In re AOL Time Warner, Inc.*, No. 02 Civ. 5575 (SWK), 2006 WL 903236, at 10 (S.D.N.Y. Apr. 6, 2006)). The State of Connecticut has been investigating some claims since July 2014, and most States have been litigating some of the claims in the States' Actions since December 2016. The lengthy and extensive litigation has provided an excellent foundation to understand the facts and legal issues, as have this Court's and the MDL Court's opinions and orders. The States understand what Eligible Consumers, State Entities, and Corporate Entities have overpaid for the Drugs at Issue manufactured by Settling Defendants and the Other Defendants as a result of the conduct alleged in the States Actions, based on data provided by state Medicaid agencies, third parties, Other Defendants in the States' Actions and other defendants in the MDL, and expert analysis and reports. The States' investigation and litigation work over the past ten years, including expert discovery and recent summary judgment briefings, has allowed them to obtain an excellent understanding of the case. States' Decl. 10.

In summary, because the Settlements were the product of arm's length negotiations between informed and experienced counsel and were reached after a lengthy investigation and litigation, the procedural factors weigh in favor of preliminary approval.

2. Substantive Analysis Factors Support Preliminary Approval

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

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

i. The Settlements Provide Adequate Relief

When assessing the adequacy of a settlement, courts may need to forecast the likely range of possible recoveries and the likelihood of success in obtaining such results. *In re GSE Bonds*, 414 F. Supp. 3d at 693 (citing *In re Payment Card*, 330 F.R.D. at 36). The Court’s task is to weigh the settlement figure against the amount of likely recovery. *New York v. Reebok*, 96 F.3d at 49. Courts have held that “the proper measure of damages in a suit concerning a price-fixing conspiracy is the difference between the prices actually paid and the prices that would have been paid absent the conspiracy.” *In re Electronic Books Antitrust Litigation*, 2014 WL 1282293 at 16 (S.D.N.Y., March 28, 2014) (quoting *New York v. Hendrickson Bros., Inc.*, 840 F.2d 1065, 1077 (2d Cir.1988)). Furthermore, monetary relief in antitrust cases “are rarely susceptible of the kind of concrete, detailed proof of injury which is available in other contexts.” *J. Truett Payne Co., Inc. v. Chrysler Motors Corp.*, 451 U.S. 557, 565, 101 S. Ct. 1923, 68 L.Ed.2d 442 (1981) (quoting *Bigelow v. RKO Pictures, Inc.*, 327 U.S. 251, 264 (1946)).

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

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

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

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

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

Settling Defendants' covenant to reasonably cooperate in this litigation confers substantial value that supports preliminary approval. *See, e.g., In re Air Cargo Shipping Servs. Antitrust Litig.*, 2009 WL 3077396 at 9 (E.D.N.Y. Sept. 25, 2009) ("the agreement to cooperate with the plaintiffs adds significant value"); *In re GSE Bonds*, 2019 WL 6842332 at 4 (S.D.N.Y. Dec. 16, 2019) ("this cooperation nonetheless provides some additional value to the GS settlement"); *In re Packaged Ice Antitrust Litig.*, 2010 WL 3070161 at 6 (E.D. Mich. Aug 2,

2010) (where “there is the potential for a significant benefit in the form of cooperation on the part of the settling Defendant, this Court is reluctant to refuse to consider the very preliminary approval that will trigger that cooperation”). By committing to provide reasonable cooperation to assist the States in litigating their claims against the Other Defendants in the States’ Actions, Settling Defendants provide meaningful added value to the States and the Settlements. *See* Mayne Settlement XIII; Ascend Settlement XIII; Citron Settlement X.

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

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

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

The States have done significant investigation and litigation work to support their belief in their claims, but litigation always includes risks. Antitrust cases “are complicated, lengthy, and bitterly fought,” as well as costly.” *In re GSE Bonds*, 414 F. Supp.3d at 697 (quoting *Wal-Mart Stores, Inc., v. Visa U.S.A., Inc.*, 396 F.3d 96, 118 (2d Cir. 2005)); *See also In re Vitamin C Antitrust Litig*, No. 06-MD-1738 (BMC), 2012 WL 5289514, at 4 (E.D.N.Y. Oct. 23, 2012). This litigation, which, in addition to federal law claims, also includes state law claims for forty-one different states,¹⁰ is no exception, particularly given the number of parties, drugs, and alleged conspiracies and the fact that the litigation against Settling Defendants has been ongoing for nine years. *See In re GSE Bonds*, 414 F. Supp.3d at 693. The States’ Actions will involve multiple trials, which will be lengthy and complex because of the nationwide scope of the alleged activities, and it has already required lengthy and expensive discovery. *See New York v. Reebok*, 903 F. Supp. at 536. “Courts favor settlement when litigation is likely to be complex, expensive, or drawn out.” *In re GSE Bonds*, 414 F. Supp.3d at 693.

Litigating the claims and defenses in this case would necessarily entail some risk with respect to establishing liability and proving damages or other relief sought. “As to liability, establishing the existence and extent of a conspiracy will necessarily be a complex task, and many of the hurdles that plaintiffs have overcome at the pleading stage will raise substantially more difficult issues at the proof stage.” *In re LIBOR-Based Fin. Instruments Antitrust Litig.*, 327 F.R.D. 483, 494 (S.D.N.Y. 2018) (“*LIBOR*”). Proving violations of antitrust laws is no mean feat,

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

and even if that feat is accomplished, proving remedies and damages is just as difficult. *See LIBOR*, 327 F.R.D. at 494 (plaintiffs' damages models would "unquestionably be challenged and perhaps subject to further *Daubert* motions"); *In re GSE Bonds*, 414 F. Supp. 3d at 697 (even if they prove liability, plaintiffs will still face the difficulties inherent in proving damages). At trial, proof of damages, disgorgement, restitution, and civil penalties would likely be a complex task involving a "battle of the experts." *In re Nasdaq Mkt.-Makers Antitrust Litig.*, 187 F.R.D. 465, 476 (S.D.N.Y. 1998); *See Chatelain v. Prudential-Bache Secs., Inc.*, 805 F. Supp. 209, 213 (S.D.N.Y. 1992) (complex issue of establishing damages would require battle of the experts).

This litigation has been ongoing for more than nine years, and considering the risks, costs, and delays involved in an antitrust case of this magnitude, the opportunity for guaranteed relief weighs heavily in favor of approving the Settlement. *See In re GSE Bonds*, 414 F. Supp. 3d at 694 ("a court should balance immediacy and certainty of recovery against the continuing risk of litigation"). Recognizing the cooperation that Settling Defendants have agreed to provide, the increased likelihood of settlements with Other Defendants, the risks of litigation, and the time value of money, the States believe that the Settlements with Settling Defendants are fair, reasonable, and adequate.

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

The Court must also consider the terms of any proposed award of attorney fees, including timing of payment, and any agreement required to be identified under Rule 23(e)(3). Fed. R. Civ. P. 23(e)(2)(C). The Ascend and Mayne Settlements provide that 30% of the Settlement Funds, which equals \$117,647.10 (Ascend) and \$191,176.50 (Mayne) will be placed in a Costs Account for use in paying for the expenses of the Notice Plan and administration, and upon final approval of the settlement, for costs of litigating the States' claims both collectively or individually,

including to reimburse the States for attorney fees. Mayne Settlement I.E; Ascend Settlement I.F. Furthermore, to the extent that the funds in the Costs Account are not needed to offset costs of States litigating in the State Actions, any remaining funds may be used by the States as set forth in Mayne Settlement I.E; and Ascend Settlement I.F. The Costs Account represents statutorily authorized recovery and enforcement remedies, including the States' costs and expenses of settlement administration, the costs, expenses, and attorney fees incurred by the States in investigating and litigating the States' Actions, and other monetary recovery or remedies the States may be entitled to pursuant to state law.¹¹ This payment to the States is fair and reasonable under the circumstances. The States have not entered into any related agreements that affect the fairness of the Settlement.

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

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

¹¹ See footnote 7, *supra*.

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

VI. HUNTINGTON BANK AS ESCROW AGENT

Pursuant to the Settlements, Ascend will pay 400,000 and Mayne will pay 650,000 (the “Settlement Funds”) to the States. Mayne Settlement IV; Ascend Settlement IV. Settling Defendants’ payments will be deposited directly into escrow with Huntington Bank and will accrue interest. States’ Decl. 17. The States shall hold the payments in escrow pending final Court approval of a distribution. Mayne Settlement I.E, I.N, I.Z, IV, V; Ascend Settlement I.F, I.O, I.AA, IV, V. Subject to Court approval, a state escrow (a “State Escrow”) will be established at the Huntington National Bank (“Huntington Bank” and “Escrow Agent”) pursuant to an Escrow Agreement dated September 12, 2024 (the “Escrow Agreement”). *Id.* Huntington Bank is well qualified to serve as the Escrow Agent, already serving in this role in previous settlements in the States’ Actions and having regularly served in that role in many other *parens patriae* or class action settlements. States’ Decl. 18. Therefore, the States request that the Court appoint Huntington Bank to serve as Escrow Agent for the purpose of administering the State Escrow holding the Settlement Funds.

VII. THE CONSUMER NOTICE PLAN

The States seek the Court’s approval of the proposed Notice Plan set forth in the declaration of Tiffany Janowicz filed herewith. There are no rigid rules for determining whether a settlement notice satisfies constitutional requirements. *Charron v. Pinnacle Grp. N.Y. LLC*, 874 F. Supp.2d 179, 191 (S.D.N.Y. 2012), *aff’d sub nom. Charron*, 731 F.3d 241 (2d Cir. 2013). “The standard for the adequacy of a settlement notice in a class action under either the Due Process Clause or the

Federal Rules is measured by reasonableness.” *Fikes Wholesale, Inc. v. HSBC Bank USA, N.A.*, 62 F.4th 704, 727 (2d Cir. 2023) (citing, *Wal-Mart Stores*, 396 F.3d at 113–14). “Notice must fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings.” *Wal-Mart Stores*, 396 F.3d at 114 (citation and internal quotation marks omitted).

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

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

First, on October 30, 2024, Rust established a website at www.AGGenericDrugs.com. The website informs Eligible Consumers about the litigation and Settlement, including basic information about Eligible Consumers’ rights and options concerning the Settlement, shares helpful documents, and lists “FAQs” to several expected questions Eligible Consumers are likely to have. Janowicz Decl. 10; Exhibit E. The website also includes a toll-free telephone number and email address where Eligible Consumers can seek additional information. Janowicz Decl. 10. The home page on the website will be modified to include overviews of the Settlements along with the Eligible Consumers’ options and relevant deadlines (when available). Janowicz Decl. 11.

Separate links for documents relating to the Settlements will be added to the website's documents page. *Id.* All documents will be organized by settlement with the settlement name in the link to minimize consumer confusion. *Id.* The website also makes clear that Eligible Consumers need only register *once* to receive future information about the States' litigation(s) and receive a claim form when available. *Id.*

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

Second, from the time the first settlement in the States' Actions was announced, Rust has been collecting registrations through the settlement website, by telephone, and by mail. Janowicz Decl. 12. When possible, Rust will send direct notice to registered Eligible Consumers by emailing the Short Form Notice to Eligible Consumers who registered to receive updates concerning the case status. *Id.* For those Eligible Consumers who did not provide an email address with their registration, Rust will mail the Long Form Notice. *Id.* A note will accompany both types

of notices to let Eligible Consumers know that the notice is being sent as a result of their registration, and they do not need to register again to receive future updates. *Id.*

Third, an earned media program will be implemented that includes press releases issued by the States that provide opportunities for Eligible Consumers to receive information on the Settlements through traditional media, such as television, radio and newspapers, as well as digital advertising. Janowicz Decl. 13. Additionally, the language of the Short Form Notice will be distributed through PR Newswire's US1 Newswire as a nationwide press release across the U.S. reaching approximately 14,500 websites, media outlets, and journalists. *Id.* The distribution includes a SocialBoost widget enabling seamless sharing to major platforms (X/Twitter, Facebook, Instagram, LinkedIn, and WhatsApp). Each button shares an optimized preview including the content link, an image, headline, and suggested social post copy. *Id.*

The objective of the proposed Notice Plan is to provide reasonable notice to Eligible Consumers who purchased one of the generic drugs specified in the States' Actions; provide Eligible Consumers with opportunities to learn about the Settlements and act upon their rights; and ensure that Eligible Consumers will be exposed to, see, review, and understand the notices. Janowicz Decl. 6-7. The Notice Plan builds on notice efforts undertaken by the States for previous settlements in this litigation. Janowicz Decl. 8. The Notice Plan will "fairly, accurately, and neutrally describe the claims and parties in the litigation, the terms of the proposed settlement, and the identity of persons entitled to participate in it," as well as apprising affected Eligible Consumers of their options regarding the proposed Settlement. *In re Marsh ERISA Litig.*, 265 F.R.D. 128, 145 (S.D.N.Y. 2010) (*citing*, *Foe v. Cuomo*, 700 F. Supp. 107, 113 (E.D.N.Y. 1988), *aff'd*, 892 F.2d 196 (2d Cir. 1989)); *Wal-Mart Stores*, 396 F.3d at 114. The States believe the Notice Plan provides reasonable notice to Eligible Consumers under the circumstances. The States

propose that notice shall begin within seven (7) days of preliminary approval and provide a deadline of seventy-seven (77) days from the date of the order of preliminary approval for Eligible Consumers to opt out of, comment on, or object to the Settlement. The States request that this Court approve the Notice Plan, and order that notice commence within seven (7) days after the entry of the Preliminary Approval order.

VIII. NOTICE TO ELIGIBLE CORPORATE ENTITIES

Under the terms of the Settlement, the attorneys general of Idaho and Washington are settling and releasing claims on behalf of corporate (and other business) entities for which the Attorneys General of Idaho and Washington have asserted an exclusive claim in the Action, whether pursuant to the Attorneys General *parens patriae* authority or otherwise (“Eligible Corporate Entities”). Under Idaho and Washington state law, only the attorney general may bring antitrust claims for monetary relief on behalf of persons (which includes Eligible Corporate Entities) who are injured indirectly. *See* Idaho Code 48-108(2), 48-113(1); Wash. Rev. Code 19.86.080. The Settlements provide that the States shall provide notice to Eligible Corporate Entities of their rights to comment on or to exclude themselves from the States’ Actions and the Settlement.¹² *See* Mayne Settlement VIII, IX.; Ascend Settlement X; Citron Settlement VI.D. The States propose to give notice to Eligible Corporate Entities in Idaho through a press release issued by the Idaho Attorney General. States’ Decl. 26. Considering that Eligible Corporate Entities in Idaho that are injured indirectly do not have a private right of action for their indirect

¹² *See* Idaho Code 48-108(2)(b), (2)(c), (3). Although Washington also asserts an exclusive claim on behalf of Eligible Corporate Entities in the States’ Actions, Washington law does not provide a right to exclusion from a settlement for Eligible Corporate Entities. *See* Wash. Rev. Code 19.86.080. While Washington law does not require notice, Washington will still give notice to Eligible Corporate Entities in Washington through a press release issued by the Washington Attorney General.

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

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

IX. ALLOCATION AND DISTRIBUTION OF SETTLEMENT FUNDS

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

of a class settlement fund is governed by the same legal standards that apply to approving the settlement terms: the distribution plan must be “fair, reasonable and adequate”).

A. Allocation of Settlement Proceeds between the Restitution Account and Costs Account and Distribution of the Costs Account

The Settlements provide that 70% of the Settlement Funds shall be allocated and held in the State Escrow for later distribution to victims of the anticompetitive acts alleged by the States, namely Eligible Corporate Entities, Eligible Consumers and State Entities (“Restitution Account”). Mayne Settlement IV; Ascend Settlement IV. Furthermore, 30% of the Settlement Funds shall be held in escrow and used to pay for settlement notice and administration costs and, upon final approval of the Settlement Agreements, for costs of litigating the States’ claims, including attorney fees (“Costs Account”). Mayne Settlement IV; Ascend Settlement IV. The States request that the Court grant preliminary approval of the proposed 70/30 percentage allocation of Settlement Funds between the Restitution Account and Costs Account and request approval for the Costs Account to be distributed to the States upon final approval of the Settlement.

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

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

As with previous settlements, the States propose to split this share of the Restitution Account so that 288,004.42 from Mayne and 177,233.78 from Ascend (which is approximately 44 of the Settlement Funds) is allocated to Eligible Consumers (“Consumer Restitution Funds”) and 158,074.08 and 97,276.12 (which is approximately 24 of the Settlement Funds) is allocated to State Entities. The States request that the Settlement Funds allocated to State Entities be distributed to the States upon final approval of the Settlements and the final approval of an Allocation and Distribution Plan, for the States to allocate among themselves per their agreement and at their discretion.

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

C. Allocation and Distribution of Consumer Restitution

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

allocation and distribution of Consumer Restitution Funds from the Settlements be included in the Allocation and Distribution Plan, as further ordered by the Court.

D. Allocation and Distribution to Eligible Corporate Entities

The Ascend and Mayne Settlements designate 12,745.00 and 7,843.00 as restitution for Eligible Corporate Entities (“Corporate Entity Payments”) for which the Attorneys General of Idaho and Washington have asserted an exclusive claim in the States’ Actions. Mayne Settlement I.EE., IV; Ascend Settlement IV. The States are requesting that further allocation and distribution of the Corporate Entity Payments be deferred until a later appropriate date when it can be part of a plan relating to previous and subsequent settlements as well, possibly until the end of the litigation in the States’ Actions.

X. CONCLUSION

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

Consumer Restitution Funds be held in escrow, and subject to a future allocation and distribution plan, be deferred until a future appropriate time, upon motion as ordered by the Court as part of the States' Allocation and Distribution Plan; (13) preliminarily approve the Settlements' allocation of Corporate Entity Payments to Eligible Corporate Entities; (14) preliminarily approve that the share of the Settlement Funds allocated to Eligible Corporate Entities be held in the State Escrow and that the distribution be deferred until a future appropriate time; (15) setting an objection deadline for the Settlement, (16) setting an opt out deadline for the Settlement; (17) ordering that the allocation and distribution of Consumer Restitution Funds be addressed through the States' motion for approval of the Plaintiff States' Allocation and Distribution Plan filed August 3, 2026, and preliminarily approved September 8, 2026, and any subsequent orders entered by the Court thereon; and (18) setting a date and time for a final approval hearing.

Date: October 8, 2026.

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

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

AUROBINDO PHARMA USA, INC., et al.,

Defendants.

No. 3:16-cv-02056-MPS

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

TEVA PHARMACEUTICALS USA, INC. et al.,

Defendants.

No. 3:19-cv-00710-MPS

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

SANDOZ, INC., et al.,

Defendants.

No. 3:20-cv-00802-MPS

October 8, 2026

**STATES' DECLARATION IN SUPPORT OF THE STATES' MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENTS WITH ASCEND, CITRON, AND
MAYNE**

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 Defendant Ascend Laboratories, Inc. (“Ascend”). Filed herewith as **Exhibit 2** is a true and correct copy of the settlement agreement between the Plaintiff States and Defendant Citron Pharma, LLC (“Citron”). Filed herewith as **Exhibit 3** is a true and correct copy of the settlement agreement between the Plaintiff States and Defendant Mayne Pharma Inc. (“Mayne”). Collectively, the settlements with Ascend, Citron, and Mayne are referred to as the “Settlements” and Ascend, Citron, and Mayne are referred to as the “Settling Defendants.” 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 Ascend, Citron, and Mayne.

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 SA, 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 SA, 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. The States have brought claims against Settling Defendants

only in the Heritage Action, and Settling Defendants are among the smallest Defendants in the States' Actions.

6. While litigating the States' Actions, the States have negotiated with 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 Ascend, Citron, and Mayne.

7. The States have finalized and signed the Settlements with Settling Defendants attached hereto as Exhibits 1-3. These are the seventh, eighth, and ninth settlements with corporate defendants in the States' Actions.

8. The Settlements are entered into 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 f¹have asserted an exclusive claim² in the States' Action²

9. 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 *arens atrieae* capacities.

10. The States have vigorously litigated the States' Actions. The States have engaged

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.

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

in extensive discovery and motion practice, have zealously prosecuted the States' Actions, and have 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.

11. The Settlements reflect not only the relative strengths of the claims against Settling Defendants, but also the value of the cooperation that Settling Defendants have agreed to provide to aid in the continued prosecution of this case against other defendants.

12. The settlement negotiations were conducted at arm's-length and in good faith. Throughout the settlement process, Settling Defendants have been represented by counsel with significant expertise in complex antitrust litigation. The Assistant Attorneys General in the offices of the attorneys general who negotiated the Settlements, individually and collectively, have extensive experience with antitrust investigations and litigation.

13. 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.

14. The States sued Defendant Mayne on one drug in the Heritage Action, alleging that Mayne conspired with Heritage to allocate markets for the generic drug Doxy DR and should be found liable jointly and severally for the other Heritage Action claims as part of an overarching conspiracy in that action. Based on expert analysis, the States estimate that any overcharges attributable to Mayne's anticompetitive conduct are minimal.

15. Citron is named in the Heritage Action for conspiring with four other Defendants to fix the price of generic drug Fosi-HTCZ and for conspiring with three other Defendants to fix the price of generic drug Glyburide. The States also allege that Citron should be found jointly and

severally liable for all drug conspiracies in the Heritage Action as part of an overarching conspiracy. Based on expert analysis, the States estimate that overcharges attributable to Citron's anticompetitive conduct related to the two drug-specific conspiracies brought against Citron is less than \$2 million. Citron has since ceased business operations and has not operated as a going concern since 2016. In light of Citron's defunct status, the Citron Settlement does not provide monetary relief and provides injunctive terms only.

16. The States sued Ascend in the Heritage Action for its role in fixing prices and rigging bids for one drug, Nimodipine, and allege that Ascend should be jointly and severally liable for the other drug conspiracies in the Heritage Action due to its role in an overarching conspiracy encompassing those drugs. Based on expert analysis, the States estimate that alleged overcharges attributable to Ascend for its role in the Nimodipine conspiracy are no more than \$500,000.

17. 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, and will accrue interest.

18. 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 *arens aetiae* or class action settlements.

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

20. The States' Notice Plan is building on the notice plans implemented as part of the previously approved settlements with Defendants Heritage Pharmaceuticals Inc., Emcure Pharmaceuticals Ltd., and Satish Mehta ("Heritage Settlement"), ECF Nos. 767 (3:16-cv-02056-

MPS), 635 (3:19-cv-00710-MPS), and 602 (3:20-cv-00802-MPS), Defendant Apotex Corp. (“Apotex Settlement”), ECF Nos. 875 (3:16-cv-02056-MPS), 760 (3:19-cv-00710-MPS), and 835 (3:20-cv-00802-MPS), and Defendants Bausch Health US, LLC and Bausch Health Americas, Inc. (“Bausch Settlement”) and Defendant Lannett Company, Inc. (“Lannett Settlement”), ECF Nos. 990 (3:16-cv-02056-MPS), 976 (3:19-cv-00710-MPS), and 1432 (3:20-cv-00802-MPS), as well as the settlement with Defendant Glenmark Pharmaceuticals, Inc., USA, which received preliminary approval on August 6, 2026, ECF Nos. 1019 (3:16-cv-02056-MPS), 976 (3:19-cv-00710-MPS), and 1484 (3:20-cv-00802-MPS)), and the settlement with Sandoz Inc. and Fougiera Pharmaceuticals Inc., which was filed with the Court for preliminary approval on October 1, 2026, ECF Nos. 1038-4 (3:16-cv-02056), 999-4 (3:19-cv-00710), and 1535-4 (3:20-cv-00802). The details of the States’ proposed continued Notice Plan are set forth in the declaration of Tiffany Janowicz filed herewith.

21. The Settlements provide that approximately 70% of the Settlement Funds (or \$741,176.40) is allocated to restitution for Eligible Corporate Entities, Eligible Consumers and State Entities that are State Releasors (referred to as the “Restitution Account”), to compensate them for any alleged harm resulting from the alleged Conduct. *See Mayne Settlement* ¶ I.EE; *Ascend Settlement* ¶ I.FF. Of the Restitution Account, the amounts of \$12,745 and \$7,843.00 are allocated to Eligible Corporate Entities and the amounts of \$446,078.50 and \$274,509.90 are allocated to State Entities and Eligible Consumers. *See Mayne Settlement* ¶ I.EE; *Ascend Settlement* ¶ I.FF.

22. The States propose to further allocate the \$446,078.50 and \$274,509.90 allocated to Eligible Consumers and State Entities (Restitution Account less the Eligible Corporate Entities payment) as follows: \$288,004.42 and \$177,233.78 are allocated to Eligible Consumers

(“Consumer Restitution Funds”) and \$158,074.08 and \$97,276.12 are allocated to State Entities. The States believe this split and allocation is fair and reasonable based on estimated spend on the Drugs at Issue. The States also seek to distribute the funds allocated to State Entities to the States, upon final approval of the Settlements and as approved by the Court, so that the States can further allocate the funds among themselves to be distributed to relevant State Entities or to be used for any lawful purpose.

23. Approximately 30% of the Settlement Funds from Mayne and Ascend, equaling \$191,176.50 and \$117,647.10 will be held by the Attorneys General in the Costs Account for payment of any and all attorneys’ fees and costs associated with implementing the Notice Plan, and prosecuting the Action (as determined in the sole discretion of the Attorneys General, subject to any applicable court order). Funds distributed from the Costs Account may be used for any of the following: (1) deposit into a State antitrust or consumer protection account (e.g., a revolving account or trust account) for use in accordance with the laws governing the account; (2) deposit into a fund exclusively dedicated to assisting any State in defraying the costs of experts, economists, and consultants in multistate antitrust investigations and litigations, including healthcare related investigations and litigation; (3) antitrust or consumer protection enforcement, including healthcare-related enforcement, by an individual State or multiple States; or (4) any other use permitted by state law at the sole discretion of that State’s Attorney General. *See Mayne Settlement* ¶¶ I.E, I.EE; *Ascend Settlement* ¶¶ I.F., I.FF.

24. The States submitted a motion for preliminary approval of a plan for allocating Consumer Restitution Funds among Eligible Consumers and a plan for an initial distribution (“Allocation and Distribution Plan”) on August 3, 2026, ECF Nos. 1014 (3:16-cv-02056-MPS), 971 (3:19-cv-00710-MPS), and 1472 (3:20-cv-00802-MPS). The Court granted preliminary

approval of the Allocation and Distribution Plan on September 8, 2026, ECF Nos. 1034 (3:16-cv-02056-MPS), 992 (3:19-cv-00710-MPS), and 1510 (3:20-cv-00802-MPS). 1

25. The Ascend and Mayne Settlements designate \$12,745 and \$7,844.00 as restitution for Eligible Corporate Entities for which the attorneys general of Idaho and Washington have asserted an exclusive claim in the States' Actions. *See Mayne Settlement* ¶ I.EE; *Ascend Settlement* ¶ I.FF. Because subsequent recovery is anticipated from future settlements or judgments, the States plan to defer the allocation and distribution of restitution allocated to Eligible Corporate Entities 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 restitution to Eligible Corporate Entities may not be appropriate and cost-efficient until the end of the litigation in the States' Actions.

26. 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.

27. The Washington Attorney General also is settling and releasing claims on behalf of Eligible 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 Eligible Corporate Entities in Washington of the Settlement.

28. The Settlements provide substantial and guaranteed benefits to Consumers, State Entities, and Corporate Entities, on whose behalf the States assert claims, and the recovery is fair, reasonable, and adequate given the expense and risk of protracted litigation. The States maintain that the proposed Settlements with Ascend, Citron, and Mayne were negotiated at arm's length and

entered in good faith and 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 October 8, 2026, in Bismarck, North Dakota.

/s/ Elin S. Alm
Elin S. Alm
Assistant Attorney General

Exhibit 1

Case Nos.

3:16-cv-02056-MPS

3:19-cv-00710-MPS

3:20-cv-00802-MPS

Ascend Settlement Agreement

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

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

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

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

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

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

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

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

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

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

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

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

I DEFINITIONS

As used in this Agreement:

A. “Action” means the following cases: State of Connecticut et al. v. Aurobindo Pharma USA, Inc. et al., No. 2:17-cv-3768 (E.D. Pa.); State of Connecticut v. Aurobindo Pharma USA, Inc., No. 3:16-cv-2056 (D. Conn.), State of Connecticut v. Teva Pharmaceuticals USA, Inc., No. 2:19-cv-02407 (E.D. Pa.); State of Connecticut v. Teva Pharmaceuticals USA, Inc., No. 3:19-cv-710 (D. Conn.); State of Connecticut, et al. v. Sandoz Inc. et al., No. 2:20-cv-03539 (E.D. Pa.); State of Connecticut v. Sandoz, Inc., No. 3:20-cv-00802 (D. Conn.), and any other action or proceeding asserting claims based on the Conduct, filed or otherwise pursued by or on behalf of any of the Attorneys General or any of the State Entities listed on Appendix A.

B. “Attorney General,” means the Attorney General of a state, commonwealth, district, or United States territory. “Attorneys General,” means, collectively, the Attorneys General of each state, commonwealth, district, and territory that have pending claims in the Action and those that are otherwise signatories to this Agreement.

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

D. “Conduct” means any act or omission of the Released Parties or of persons or entities alleged to be co-conspirators of the Released Parties, concerning price fixing, market allocation, bid-rigging, and or any other anticompetitive and or unfair conduct alleged or that could have been alleged in the Action in connection with the manufacture, sale, and or distribution of Drugs at Issue, or any other drug at issue in *in re generic Pharmaceuticals Pricing Antitrust*

iti ation, 16-md-2724 (E.D. Pa.) for which claims are or could have been asserted based on any facts alleged or that could have been alleged in the Action, including all formulations and strengths of those drugs and or any overarching conspiracy alleged or that could have been alleged in the Action related to the manufacture, sale, and or distribution of Drugs at Issue, or any other generic drug at issue in *n re generic Pharmaceuticals Pricin Antitrust iti ation*, 16-md-2724 (E.D. Pa.).

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

F. “Costs Account” means an account established at the Huntington National Bank (“Huntington Bank”) pursuant to an Escrow Agreement dated September 12, 2024 (the “Escrow Agreement”) between, on the one hand, the Ohio Attorney General on behalf of the Attorneys General, and, on the other hand, Huntington Bank, which account has been designated by representatives of the Attorneys General (hereinafter, the “Escrow Liaison Counsel”) to hold funds received pursuant to Section III of this Agreement, plus accruing interest, which Huntington Bank as escrow agent (hereinafter, the “Escrow Agent”), or a successor escrow agent appointed under the terms of the Escrow Agreement, will hold in escrow subject to disbursement at the direction of the Escrow Liaison Counsel. In addition to payment of any and all attorneys’ fees and costs associated with prosecuting the Action (as determined in the sole discretion of the Attorneys General subject to any applicable court order), funds distributed from the Costs Account may be used for any of the following: (1) Deposit into a State antitrust or consumer protection account (e.g., revolving account or trust account) for use in accordance with the laws governing the account; (2) Deposit into a fund exclusively dedicated to assisting any State to defray the costs of

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

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

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

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

J. "Effective Date" shall be the date on which the final signatory of this Agreement executes this Agreement. The Attorneys General will have 60 calendar days from the date of Defendant's signature to execute this Agreement, absent written agreement from Defendant for a reasonable period of additional time. If all Attorneys General have not executed this Agreement within 60 calendar days of the date of Defendant's signature, Defendant shall have the unilateral right to terminate this Agreement upon written notice.

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

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

L. “Eligible Corporate Entities” means corporate (and other business) entities for which the Attorneys General of Idaho and Washington have asserted an exclusive claim in the Action, whether pursuant to the Attorneys General’s *arens atrieae* authority or otherwise.

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

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

O. “Final Approval Order” means the order to be entered by the United States District Court for the District of Connecticut (the “District Court”) that grants final approval of this Settlement Agreement and releases all Released Claims. The Parties intend for the Final Approval Order to include provisions where the District Court: (1) affirms that the Notice Plan has been completed; (2) determines that the Settlement Agreement has been entered in good faith; (3) approves the Settlement Agreement finally as fair, reasonable, and adequate, and directs its consummation pursuant to its terms, as to the State Releasors; (4) dismisses all claims by and on behalf of the State Releasors with prejudice as to the Released Parties only; (5) dismisses all claims by the States on behalf of Eligible Consumers without prejudice to the Eligible Consumers’ ability to pursue or litigate those claims whether individually or as a class; (6) retains exclusive jurisdiction over this Agreement and the provisions of the Final Approval Order, including the administration and consummation of this Agreement; (7) orders that the monies in the Restitution

Account be held in escrow for later distribution pursuant to a District Court-approved distribution plan for Eligible Consumers, Eligible Corporate Entities, as well as Medicaid agencies and other State Entities, whose claims are being released; (8) orders that monies in the Costs Account are to be disbursed to the States; and (9) determines pursuant to Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the Final Approval Order as to the Released Parties shall be final and immediately appealable.

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

. “Generic Pharmaceutical Products” shall mean the generic version of any brand name drug, including all dosages, forms, and strengths of such drug, regardless of whether they are included in any complaint filed by the State Attorneys General or filed in any related federal or state court proceeding, including any action consolidated for pretrial purposes in the MDL.

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

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

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

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

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

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

. “Released Claims” means any and all manner of claims, counter-claims, demands, actions, rights, liability, costs, debts, expenses, attorneys’ fees, judgments, and civil and administrative causes of action of any type, including both monetary and injunctive, that the States

brought or could have brought against the Released Parties (except on behalf of Local Entities) or any Other Defendant in the Action, through and including the Effective Date, whether known or unknown, whether accrued or unaccrued, that arise out of or relate to the Conduct. “Released Claims” include claims arising out of the Conduct under (1) federal or state antitrust laws; (2) unfair competition or consumer protection laws; (3) any civil or administrative monetary cause of action (including for civil damages and or civil fines or penalties); (4) any remedies for any claims submitted or caused to be submitted to the State’s Medicaid program, including under the False Claims Act (codified at 31 U.S.C. 3729-3733) or any State’s counterpart to the federal False Claims Act; and (5) any other statute or common or equitable law. Released Claims also include all claims based on any and all rights (including by assignment) to bring claims based on damages incurred by another person or entity.² Claims that were or could have been brought against the Defendant in the Action pursuant to the federal False Claims Act (codified at 31 U.S.C. 3729-3733) or any State’s counterpart to the federal False Claims Act are released only insofar as they are predicated on allegations related to the Conduct; any such other claims are reserved. Released Claims does not include any claim held by an Eligible Consumer, either brought or not brought, by the Eligible Consumer in their individual capacity, or by a representative putative or certified class on behalf of Eligible Consumers under any state’s law.

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

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

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

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

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

BB. “Settlement Administration Costs” means costs to be paid for all actual, customary, and reasonable costs and fees incurred in the administration of this Settlement Agreement, which includes costs and fees incurred for the purpose of (1) compiling necessary Eligible Consumer and Eligible Corporate Entity information and providing notice directly to Eligible Consumers and

Eligible Corporate Entities, and including notice by publication or paid media as may be needed to effectuate adequate notice, (2) completing administrative tasks, and (3) processing information gathered about Eligible Consumers and Eligible Corporate Entities. Such Settlement Administration Costs expressly include those fees or costs payable to the settlement administrator appointed by the States.

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

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

EE. “State Releasers” means (a) the Attorneys General, States, and State Entities listed on Appendix A (which include, among other State Entities, each State’s Medicaid agency); (b) State Entities that accept a distribution of settlement proceeds from the Attorneys General’s

settlements in the Action; and (c) Corporate Entities in Idaho³ that do not submit a timely and valid request for exclusion from the settlement under this Agreement.⁴

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

1. 70% of the Global Settlement Amount and 100% of the payment for Eligible Corporate Entities shall constitute restitution within the meaning of Section 162(f)(2) of the Internal Revenue Code of 1986, as amended and 26 C.F.R. 1.162-21(e)(4)(i).

2. No part of the Global Settlement Amount that constitutes restitution is paid in respect of any claim for the trebling of damages (as opposed to actual damages), or for or in lieu of any fine, penalty, forfeiture, or punitive damages. No part of the amount specified as restitution in the preceding sentence is paid to reimburse any Attorney General, State, State Entity, or any other government or governmental entity for investigation or litigation costs. The party or parties required to report all or any portion of the Total Settlement Amount under Section 6050 of the Internal Revenue Code of 1986, as amended, shall report no less than 70% of the Global Settlement Amount and 100% of the Eligible Corporate Entities amount as restitution. Except as set forth in this Paragraph, the Attorneys General take no position on tax treatment of the payments under the Settlement.

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

⁴ Aside from Idaho, Illinois, and Washington, which assert exclusive claims on behalf of Eligible Corporate Entities in the Action, other States assert non-exclusive claims to recover damages or restitution for corporate entities. As further described in Section VI. *infra*, for those States asserting non-exclusive claims, their Attorneys General covenant not to sue on behalf of corporate entities and agree to the dismissal of their claims on behalf of such corporate entities. The Attorneys General also covenant not to sue the Released Parties in any capacity to recover disgorgement against the Released Parties that would involve overcharges to corporate entities in their states.

3. The portion of the Global Settlement Amount attributable to restitution shall be allocated among the State Entities that are State Releasors as determined by the Attorneys General, and among Eligible Consumers as determined by the Attorneys General and approved by the court. For clarity, the Global Settlement Amount explicitly excludes the \$7,843.00 referenced above for Eligible Corporate Entities, which shall be used only for Eligible Corporate Entities.

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

5. The Attorneys General will hold the remaining 30% of the Global Settlement Amount equaling one hundred seventeen, six hundred forty-seven thousand dollars and ten cents (\$117,647.10) in the Costs Account and for use as specified in Section I.E.

II STIPULATIONS

The Attorneys General stipulate that they will not continue, commence, or otherwise pursue litigation or any other proceedings against the Released Parties asserting or seeking remedies based on the Released Claims on behalf of the State Releasors or on behalf of Eligible Consumers. The States retain the right to reinstate the Released Claims in bankruptcy if Defendant does not pay the Total Settlement Amount as required under this Settlement Agreement and Defendant files for bankruptcy.

III DISMISSALS

Upon entry of the Final Approval Order by the District Court, the Complaints in the Actions shall be deemed dismissed with prejudice against Defendant, except those claims brought on behalf of Eligible Consumers, which shall be deemed dismissed without prejudice as to the Eligible Consumers' ability to pursue those claims, whether individually or as a class, although the Court will retain jurisdiction for purposes of resolving any disputes regarding this Agreement and enforcement of the Final Approval Order.

IV SETTLEMENT PAYMENT

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

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

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

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

D. Use of Settlement Payment: The Attorneys General will distribute the funds in the Restitution Account pursuant to the States' allocation plan, including to State Entities that are State Releasers, Eligible Consumers, and Eligible Corporate Entities, to compensate them for any alleged harm resulting from the alleged Conduct. Any distribution from the Restitution Account shall only be distributed at a future date according to the Distribution Plan submitted to and approved by the District Court. Promptly after the Final Approval Order is entered, the funds in the Costs Account may be distributed to the States to pay Settlement Administration Costs, the past and future costs of litigating the States' claims, both collectively or individually, as well as attorneys' fees and to the extent that monies in the Costs Account are not used to offset costs of States litigating in the Action, any remaining funds may be used for any of the following: (1) deposit into a State antitrust or consumer protection account (e.g., revolving account, trust account) for use in accordance with the laws governing the account; (2) deposit into a fund exclusively dedicated to assisting any state to defray the costs of experts, economists and consultants in multistate antitrust investigations and litigations, including healthcare related investigations and litigation; (3) antitrust or consumer protection enforcement, including healthcare-related

enforcement, by an individual State or multiple States; or (4) for any other use permitted by state law at the sole discretion of that State's Attorney General.

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

V QUALIFIED SETTLEMENT FUND

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

B. The Parties shall act in a manner consistent with the treatment of the Settlement Fund as a qualified Fund and shall not take a position in any filing or before any tax authority that

is inconsistent with such treatment. All provisions of this Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a qualified Fund. Escrow Liaison Counsel shall cause the timely and proper filing of all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treasury Regulation 1.468B-2(k)(1) and (l)(2)). Escrow Liaison Counsel shall make a “relation-back election” (as defined in Treasury Regulation 1.468B-1(j)), if available, to permit the Settlement Fund to be treated as a qualified Fund from the earliest permitted date. It shall be the responsibility of Escrow Liaison Counsel to cause the timely and proper preparation and delivery of the necessary documentation with respect to the Settlement Fund for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

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

D. All (1) taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned on a Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendant with respect to income earned on the Settlement Fund for any period

during which the Settlement Fund does not qualify as a qualified Fund for federal or state income tax purposes (“Taxes”); and (2) expenses and costs incurred in connection with the operation and implementation of a Settlement Fund (including expenses of tax attorneys and accountants and mailing and distribution costs and expenses relating to filing (or failing to file) tax returns with respect to the Settlement Fund (“Tax Expenses”)), shall be paid out of such Settlement Fund.

E. The Released Parties shall not have any liability or responsibility with respect to a Settlement Fund for the Taxes or the Tax Expenses or the filing of any tax returns or other documents with the Internal Revenue Service or any other taxing authority. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the District Court and the Escrow Agent shall be obliged (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the District Court any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation 1.468B-2(l)(2)). Defendant shall not be responsible, or have any liability therefore, for any reporting requirements that may relate thereto. The Parties agree to cooperate with each other and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Paragraph.

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

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

VI PAYMENT OF EXPENSES

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

B. The Attorneys General shall look only to the Total Settlement Amount for payment in connection with any of the costs or expenses of litigation in the Action or otherwise, including attorneys’ fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the court or Special Master, appeals, trials, or the negotiation of other settlements up until and through the Effective Date, and the Defendant shall have no other or different responsibility or liability for such expenses. After the Effective Date, the Attorneys General shall look only to the Total Settlement Amount for all such costs or expenses in the Action except as (1) provided in the immediately preceding paragraph or (2) if this Agreement is terminated pursuant to Part I , *infra*.

VII RELEASE AND EXCLUSIONS

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

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

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

⁵ For clarity, the exclusive claims asserted by Idaho and Washington on behalf of Eligible Corporate Entities are within the definition of Released Claims. For Illinois, which asserted exclusive claims on behalf of corporate entities, and those States, which asserted non-exclusive claims to recover damages or restitution for corporate entities, their Attorneys General covenant not to sue on behalf of those entities, agree to the dismissal of their claims against such entities, and agree that their corporate entities may recover damages or overcharges incurred only in connection with any claim that is not filed by their respective Attorney General. The Attorneys General also covenant not to sue the Defendant in any capacity to recover disgorgement against the Defendant that would involve overcharges to corporate entities in their states. To the extent the Attorney General of Arizona is ordered to sue notwithstanding this Agreement and the release of Arizona's claims pursuant to Arizona Revised Statutes section 41-193(A)(2), this covenant not to sue shall not be applicable though all other defenses and rights remain available to Defendant. And to the extent States can bring claims on behalf of or representing local governmental entities under their states' laws, they covenant not to sue, bring, or assert claims on behalf of or representing local governmental entities.

6. Any liability for unfair or deceptive representations made in the marketing or advertising or for off-label marketing claims for the specified drugs (other than such liability or claims related to any of the Conduct);

7. Any securities-related liability;

8. Reverse payment, “pay for delay,” sham litigation, sham citizen petition, “Walker Process” fraud or other means of reducing or impairing competition other than the Conduct;

9. Any liability arising from or relating to the unfair and or deceptive marketing, promotion, or sale of opioids (including public nuisance claims), or the control or diversion of opioids (including suspicious order monitoring and state-law Controlled Substances Acts);

10. Any liability asserted by an Attorney General or a State in any currently pending litigation that is not (and never has been) part of the Actions or the MDL; and

11. Any liability based on obligations created by this Agreement.

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

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

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

S ti 1 2 r R xt t A r r d t
 xt d t i hi h th r dit r d t r t t
 xi t i hi r h r r t th ti x ti th r ,
 hi h i b hi r h r t h t ri t d hi
 r h r tt t ith th d bt r

and also expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to 1542 of the California Civil Code. The Parties may discover facts other than or different from what the Party believes to be true with respect to price-fixing, market allocation, or bid-rigging within the time periods mentioned in the Complaints concerning the Released and Resolved Claims, but each Party expressly waives and fully, finally and forever settles, releases, resolves, and discharges, upon this Agreement becoming final, any suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released and Resolved Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. This provision shall not in any way expand the scope of the Released and Resolved Claims and shall not convert what is a limited release into a general release.

E. Preclusive Effect: This Agreement shall not preclude any claim other than the Released Claims and will not bar any claim or claims brought by any other person or party, including without limitation all claims asserted in any private suit or class action now pending

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

VIII PRELIMINARY AND FINAL COURT APPROVAL AND NOTICE

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

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

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

D. Insofar as Defendant elects to exercise the right to terminate this Agreement in accordance with the provisions of this Agreement, termination will be effective only upon delivery of written Notice provided in compliance with Part I below.

E. The Attorneys General shall promptly (and in no event more than thirty (30) calendar days after the Execution Date) file a motion for a Preliminary Approval Order, including:

(1) the amount of funds to be deposited into the Restitution Account and how they plan to divide those funds between State Entities and Eligible Consumers; (2) their proposed Notice to Eligible Consumers and Notice Plan to inform Eligible Consumers, Eligible Corporate Entities in Idaho, and anyone else for whom notice is required or desired, of their right: (a) to object to this Agreement or (b) to file a timely and valid request for exclusion. The States will provide a copy of such motion (including all exhibits and attachments to such motion) to Defendant in advance of filing.

F. Within thirty (30) calendar days following the conclusion of a notice period specified in the Preliminary Approval Order or by a date otherwise agreed upon by the Parties or directed by the District Court, the States shall file with the District Court a Motion for a Final Approval Order. At least seven (7) days prior to filing their Motion for a Final Approval Order, the States shall provide to Defendant a copy of such motion (including all exhibits and attachments therein).

I TERMINATION

A. In the event that the District Court fails to give Preliminary or Final Court Approval to this Agreement, the Parties shall confer in good faith with respect to possible revisions to this Agreement that would remedy any issues preventing approval while retaining the spirit of the Agreement. After the passage of sixty days from the date that the Court's order denying approval of this Agreement is entered on the docket sheet in the Action, either the Attorneys General, collectively, or the Defendant, shall have the right, in their sole discretion, to terminate this

Agreement. Termination will be effective only upon delivery of written Notice provided in compliance with Part below.

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

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

E EXCLUSIONS

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

B. Exclusions for Eligible Corporate Entities and Eligible Consumers: Subject to District Court approval, any Eligible Corporate Entity in Idaho or any Eligible Consumer in any State may seek to be excluded from receiving monies under this Settlement by submitting a valid and timely request for exclusion in accordance with the Notice plan approved by the Court at the time of Preliminary Approval. Any Eligible Corporate Entity in Idaho or Eligible Consumer in any State that submits a valid and timely request for exclusion will be ineligible to receive a distribution of any portion of the Total Settlement Amount. Defendant reserves all legal rights and defenses as to all such persons or entities who are excluded from this Settlement, and nothing in this Agreement shall be used against Defendant in any proceeding involving such persons or entities. For the avoidance of doubt, nothing in this settlement, including this section, shall be construed to release an Eligible Consumer's ability to seek recovery from other settlements or actions brought by themselves or on their behalf by class representatives.

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

I NO ADMISSION OF LIABILITY

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

II INJUNCTIVE RELIEF

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

B. Business Reforms: Defendant represents to the States that it will implement, and shall continue to maintain during the Enforcement Period, a written “Antitrust Compliance Policy,” on which all of Defendant’s newly hired employees responsible for the pricing, sale, bidding or marketing of Generic Pharmaceutical Products, including those in a management or employee capacity, will be trained. Each of Defendant’s newly hired employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products will be required to sign an acknowledgment form stating that they have read, and will abide by, the Antitrust Compliance Policy. Defendant will also conduct, during the Enforcement Period, periodic antitrust training sessions for all its newly hired employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products at least once per year. Such antitrust training shall be delivered by an attorney with relevant experience in the field of antitrust law, and Defendant shall keep a record of attendance at each training session to ensure that all such newly hired employees receive the training. Defendant’s training sessions and the Antitrust Compliance Policy shall include clear instructions that, if an employee identifies any problematic conduct undertaken by any of Defendant’s employees that might violate the antitrust laws, they are required to contact Defendant’s General Counsel and the designated compliance officer. Defendant’s training sessions and the Antitrust Compliance Policy shall also make clear the consequences of antitrust violations. Within sixty (60) days of the Effective Date, Defendant shall provide to the Representative States a written certification confirming that all current employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products have completed antitrust compliance training substantially equivalent to the training required under this Section.

C. Designated Compliance Officer: During the Enforcement Period, Defendant shall designate an existing officer or compliance function (the “Designated Compliance Officer”) responsible for enforcing Defendant’s Antitrust Compliance Policy, monitoring Defendant’s employees to ensure that there are no further violations of the antitrust laws, and serving as an additional contact, in coordination with Defendant’s established corporate policies, for employees to report any conduct that may violate the antitrust laws. The Designated Compliance Officer shall advise and report to Defendant’s Board of Directors, and shall be responsible for ensuring Defendant’s performance of the following:

1. Furnishing a copy of this Agreement, within thirty (30) days after the entry of the Final Approval Order, to each of Defendant’s employees responsible for the sale of Generic Pharmaceutical Products;
2. Furnishing a copy of this Agreement in a timely manner to each officer, director, or employee who succeeds to any position identified above; and
3. Maintain its Antitrust Compliance Policy and conduct comprehensive and effective antitrust training for Defendant’s employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products on an annual basis.

D. Actual Violations: Upon discovery or receipt by Defendant’s General Counsel or Chief Compliance Officer of a credible notification of an actual violation of the covenants in this Section, and following reasonable investigation of such notification, Defendant shall take appropriate action to: (1) immediately terminate or modify Defendant’s conduct to assure continued compliance with this Agreement (if necessary); and (2) within thirty (30) business days of such discovery or receipt of credible information suggesting an actual violation of this

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

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

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

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

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

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

III DISCOVERY, AUTHENTICATION AND COOPERATION

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

1. Reasonable efforts to assist the States to understand data produced by Defendant, including consulting with technical personnel to address questions posed by the States' respective data consultants, and to provide any additional information or data reasonably necessary to understand or clarify the data or otherwise render it admissible in evidence, and to provide additional data as may be reasonably necessary.

2. Reasonable efforts to authenticate and lay the foundation necessary for admission in evidence of documents or data identified by the States for use in the Action as business records, as non-hearsay, or as falling within exceptions to or exemptions from the hearsay rule, with such reasonable efforts to include (without limitation) preparation and filing of affidavits or declarations and or live witness testimony.

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

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

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

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

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

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

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

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

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

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

C. Ongoing Litigation Practice: As of the Execution Date, neither party shall serve any discovery requests on the other, take depositions of the other, file any motions against the other, or take any other adverse action against the other in the MDL or any related litigation, except insofar as such filings are necessary to preserve any Party's respective procedural rights in the Action (such as, without limitation, motions for extensions of filing deadlines or modification of scheduling orders) and as specified herein to enforce the terms of this Agreement. For the avoidance of doubt, the States may continue to attend depositions in the Action of current and former employees of Defendant noticed by Other Defendants and may question those employees as it relates to the prosecution of claims against Other Defendants in the Action; provided, however, that the States shall not independently notice or compel depositions of Defendant's current or former employees without Defendant's prior written consent. Counsel for Defendant may likewise continue to attend depositions of current and former employees of the States and of any other individuals represented by the States taken in the Action and may question those individuals as it relates to Defendant's defense of claims brought by any plaintiff, other than the Attorneys General, in the MDL or related action.

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

IV NOTICE

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

1. For Defendant:

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

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

2. For the States:

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

Bob Hubbard
Assistant Attorney General, Antitrust Bureau

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

Christopher Teters
Assistant Attorney General, Public Protection Division
Office of Kansas Attorney General Kris Kobach
120 SW 10th Avenue, 2nd Floor
Topeka, Kansas 66612
Tel: (785) 296-3751
Email: chris.teters@ag.ks.gov

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

V MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

IT IS HEREBY AGREED by the undersigned as of:

ASCEND LABORATORIES

Date: August 24, 2026

By: 

Name: John Dillaway

Its: Executive Vice President

STATE OF ALAS A

CORI MILLS

ACTING ATTORNE GENERAL

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

Jeff Pickett

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Dated: August 25, 2026

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/s/ Emilio Varanini

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Dated: August 31, 2026

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Dated: 09 02 2026

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/s/ Amy Taylor

Amy Taylor (phv209197)

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Dated: August 18, 2026

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Dated: September 9, 2026

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Dated: August 28, 2026

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s Logan Winkles

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Logan Winkles, Deputy Attorney General
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Dated: August 18, 2026

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Dated: September 3, 2026

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Dated: September 4, 2026

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Dated: June 9, 2026

Commonwealth of Kentucky

s/Jonathan E. Farmer

Jonathan E. Farmer

Deputy Executive Director of Consumer Protection

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Dated: 8/17/2026

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Dated: 8/18/2026

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/s/Schonette J. Walker

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Dated: August 27, 2026

FOR PLAINTIFF PEOPLE OF THE STATE OF MICHIGAN:

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Attorney General of Michigan

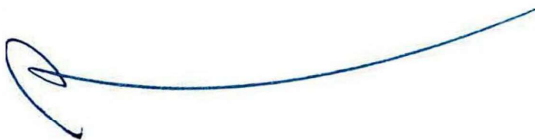


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Dated: September 4, 2026

FOR PLAINTIFF STATE OF MISSISSIPPI

STATE OF MISSISSIPPI

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Dated: September 4, 2026

State of Montana

By: /s/ Anna K. Schneider

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Dated September 4, 2026

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Dated: August 25, 2026

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Dated: September 8, 2026

New York's signature of the Ascend settlement

Respectfully submitted

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ATTORNEYS FOR THE STATE OF NEW YORK

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

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

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Dated: September 8, 2026

Executed September 3, 2026

Respectfully submitted,

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Dated: September 4, 2026

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APPENDIX A

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

Connecticut

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

Delaware

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

District of Columbia

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

Florida

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

- | | |
|----------|--|
| Georgia | <ul style="list-style-type: none">• Attorney General for the State of Georgia• Georgia Department of Community Health (Medicaid) |
| Idaho | <ul style="list-style-type: none">• Attorney General for the State of Idaho• Idaho Department of Health and Welfare, Division of Medicaid (Medicaid)• Idaho State Entities with MMCAP purchases, as listed in the MMCAP data production when filtered for Idaho. |
| Illinois | <ul style="list-style-type: none">• Attorney General for the State of Illinois• Illinois Department of Healthcare and Family Services (Medicaid)• Department of Central Management Services• Department of Veterans Affairs (DVA)• All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs (where public universities and health systems are not State Entities) |
| Indiana | <ul style="list-style-type: none">• Attorney General for the State of Indiana• Indiana Family and Social Services Administration (Medicaid)• Department of Health• Department of Administration• Personnel Department• State Police• Veterans' Home• All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs |
| Iowa | <ul style="list-style-type: none">• Iowa Office of the Attorney General• Iowa Department of Health and Human Services (Medicaid) |
| Kansas | <ul style="list-style-type: none">• Attorney General for the State of Kansas |

- Kansas Department of Health and Environment (Medicaid)
- Kansas Division of Health Care Finance
- Kansas State Employee Health Plan (Kansas Department of Administration),
- Kansas State Entities with MMCAP purchases:
 - (1) Adair Acute Care Pharmacy, Osawatomie State Hospital
 - (2) Emporia State University-Student Health
 - (3) Fort Hays State University-Student Health
 - (4) Kansas Neurological Institute
 - (5) Kansas Soldiers Home
 - (6) Kansas State School for the Blind
 - (7) Kansas State School for the Deaf
 - (8) Kansas State University-VMTH
 - (9) Kansas State University-Lafen
 - (10) Kansas Department of Health & Environment 340B STD
 - (11) Kansas Department of Health & Environment 340B TB
 - (12) Larned Stated Hospital
 - (13) Osawatomic State Hospital
 - (14) Parsons State Hospital & Training Center
 - (15) Pharmacy Practice Integrated Lab, University of Kansas
 - (16) Pittsburg State University 340B
 - (17) Pittsburg State University, Student Health
 - (18) Rainbow Mental Health Facility

- (19) Watkins Health Center
Pharmacy, University of Kansas
- (20) Wichita Pharmacy Skills Lab,
University of Kansas
- (21) Wichita State University
Student Health)

Kentucky

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

Maine

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

Maryland

- Maryland Office of the Attorney General
- Maryland Department of Health
(Medicaid)

Massachusetts

- Attorney General for the State of
Massachusetts
- MassHealth (Medicaid)
- State Office of Pharmacy Services
(SOPS)
- Group Insurance Commission (GIC)

Michigan

- Attorney General for the State of
Michigan
- Michigan Health & Human Services
(Medicaid)
- Michigan Department of Attorney
General
- Michigan Department of Health and
Human Services
- Michigan Department of Corrections

- Michigan Civil Service Commission
- Michigan Department of Technology, Management, and Budget
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Minnesota

- Office of the Minnesota Attorney General
- Minnesota Department of Human Services
- Minnesota Department of Corrections
- Minnesota Department of Veterans Affairs
- Minnesota Management and Budget

Mississippi

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

Montana

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

Nebraska

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

Nevada

- Attorney General for the State of Nevada
- Nevada Department of Health & Human Services Division of Health Care Financing and Policy (Medicaid)
- Nevada Public Employees' Benefits Program
- University of Nevada School of Medicine
- Department of Health and Human Services (HHS)- Division of Public and Behavioral Health
- Department of Health and Human Services (HHS)- Division of Child and Family Services
- Department of Health and Human Services- Division of Aging & Disability Services
- Nevada Department of Corrections; and
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

New Hampshire

- Attorney General for the State of New Hampshire
- New Hampshire Department of Health & Human Services (Medicaid)

New Jersey

- Attorney General for the State of New Jersey
- State of New Jersey, Department of Human Services, Division of Medical Assistance & Health Services (Medicaid)

New Mexico

- New Mexico Department of Justice
- New Mexico Human Services Department (Medicaid)
- New Mexico Department of Health
- New Mexico State Entities that made MMCAP purchases

New York

- Attorney General for the State of New York
- New York State, Department of Health (Medicaid)
- State Department of Health
- MMCAP State Entities, listed in the MMCAP production when you filter for New York. State Entities purchasing through MMCAP include hospitals operated by the State Office of Mental Health

North Carolina

- Attorney General for the State of North Carolina
- North Carolina Medicaid, Division of Health Benefits

North Dakota

- Attorney General for the State of North Dakota
- North Dakota Health & Human Services, Medical Services Division (Medicaid)

Ohio

- Attorney General for the State of Ohio
- Ohio Department of Medicaid (Medicaid)

Oklahoma

- Office of the Oklahoma Attorney General
- Oklahoma Healthcare Authority (Medicaid)
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Oregon

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

Pennsylvania

- Attorney General for the State of Pennsylvania
- Pennsylvania Department of Human Services (Medicaid)
- Pennsylvania Department of Aging (PACE)
- Pennsylvania Turnpike Commission
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Puerto Rico

- Attorney General for the Commonwealth of Puerto Rico
- Administración de Seguros de Salud de Puerto Rico
- Departamento de Corrección y Rehabilitación
- Puerto Rico Department of Health (Medicaid)
- All other State Entities that purchased, or provided reimbursement for the purchase of generic drugs, other than (1) public corporations and (2) public instrumentalities¹

¹ “Public corporation” and “public instrumentality” are defined as follows: Any public instrumentality that offers financial and/or social services to the People of Puerto Rico on behalf of the Government of the Commonwealth of Puerto Rico, but as an independent juridical entity. The definition shall include all the public-private corporation, to wit, any corporation that issues stocks and is organized pursuant to private corporations laws, but is controlled, in whole or in part, by the Government of the Commonwealth of Puerto Rico. The term shall refer, but is not limited to the Electric Power Authority; the Aqueduct and Sewer Authority; the University of Puerto Rico; the Automobile Accident Compensation Administration; the State Insurance Fund Corporation; the Labor Relations Board; the Public Building Authority; the Port Authority; the Government Development Bank; the Industrial Development Company; the Metropolitan Bus Authority; the Health Insurance Administration; the Trade and Export Company; the Motion Picture, Arts, Sciences, and Industry Development Corporation; the Highway and Transportation Authority; the Farm Insurance Corporation; the Rural Development Corporation; the Land Authority; the Land Administration; the Maritime Transport Authority; the Convention Center District Authority; the Solid Waste Authority; the Caribbean Basin Project Financing Authority; the Municipal Finance Agency; the Industrial, Tourist, Educational, Medical, and Environmental Pollution-Control Facilities Financing Authority; the Puerto Rico Infrastructure Financing Authority; the Housing Finance Authority; the Public Finance Corporation; the Economic Development Bank for Puerto Rico; the Corporation for the Revitalization of Urban Centers and Areas; the Right to Work Administration; the National Parks Company; the Corporation of Industries for the Blind, the Mentally Retarded and Other Disabled Persons of Puerto Rico; the Puerto Rico and Caribbean Cardiovascular Center Corporation; the Puerto Rico Medical Services Administration; the National Guard Institutional Trust; the Employment and Training Enterprises Corporation; the Corporation for the Supervision and Insurance of

Rhode Island

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

South Carolina

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

Tennessee

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

Utah

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

Vermont

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

Cooperatives; the Port of the Americas Authority; the Company for the Integral Development of the Cantera Peninsula; the Puerto Rico Conservatory of Music Corporation; the Musical Arts Corporation; the Institute of Puerto Rican Culture; the Martín Peña Canal ENLACE Project Corporation; the Authority for the Redevelopment of Land and Facilities of the Roosevelt Roads Naval Station; the Traffic Safety Commission; the Administration for Integral Child Care and Development; Administration; and any other Public Corporations and Instrumentalities that are created and comply with the definition herein.”

- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
- Virginia
- Attorney General for the State of Virginia
 - Virginia Department of Medical Assistance Services (Medicaid)
- Washington
- Attorney General for the State of Washington
 - Washington State Department of Social and Health Services
 - Washington State Health Care Authority (Medicaid)
 - Department of Corrections
 - Department of Labor and Industries (L&I)
 - Eastern State Hospital, Department of Social and Health Services (DSHS)
 - Western State Hospital, Department of Social and Health Services (DSHS)
 - All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
- West Virginia
- Attorney General for the State of West Virginia
 - WV Dept. of Health and Human Services, Bureau for Medical Services (Medicaid)
 - WV Public Employees Insurance Agency
- Wisconsin
- Attorney General for the State of Wisconsin
 - Wisconsin Department of Health Services (Medicaid)
 - All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Wyoming

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

Exhibit 2

Case Nos.

3:16-cv-02056-MPS

3:19-cv-00710-MPS

3:20-cv-00802-MPS

Citron Settlement Agreement

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

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

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

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

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

WHEREAS, the Defendant has ceased business operations;

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

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

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

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

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

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

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

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

I. DEFINITIONS

As used in this Agreement:

A. “Action” means the following cases: *State of Connecticut v. Aurobindo Pharma USA, Inc.*, No. 2:17-cv-3768 (E.D. Pa.); *State of Connecticut v. Aurobindo Pharma USA, Inc.*, No. 3:16-cv-2056 (D. Conn.); and any other action or proceeding asserting claims based on the Conduct, filed or otherwise pursued by or on behalf of any of the Attorneys General or any of the State Entities.

B. “Attorney General,” means the Attorney General of a state, commonwealth, district, or United States territory. “Attorneys General,” means, collectively, the Attorneys General of each state, commonwealth, district, and territory that have pending claims in the Action and those that are otherwise signatories to this Agreement.

C. “Conduct” means any alleged act or omission of the Defendant or of persons or entities alleged to be co-conspirators of the Defendant, concerning price fixing, market allocation, bid-rigging, and/or any other anticompetitive and/or unfair conduct alleged or that could have been alleged in the Action in connection with the manufacture, sale, and/or distribution of the Drugs at Issue or any other generic drug at issue in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-md-02724 (E.D. Pa.) for which claims are or could have been asserted based on any facts alleged or that could have been alleged in the Action, including all formulations and strengths of those drugs and/or any overarching conspiracy alleged or that could have been alleged in the Action related to the manufacture, sale, and/or distribution of the Drugs at Issue or any other generic drug at issue in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-md-02724 (E.D. Pa.).

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

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

F. “Effective Date” shall be the date on which the final signatory of this Agreement executes this Agreement. The Attorneys General will have forty-five (45) calendar days from the date of Defendant’s signature to execute this Agreement, absent written agreement from Defendant for a reasonable period of additional time. If all Attorneys General have not executed this Agreement within forty-five (45) calendar days of the date of Defendant’s signature, Defendant shall have the unilateral right to terminate this Agreement upon written notice.

G. “Eligible Consumers” means natural persons who purchased, directly or indirectly, any of the drugs specified in the Action, whether through a cash payment in the absence of insurance, or any partial payment accompanying insurance coverage (e.g., a co-pay, deductible, flat, or co-insurance payment) and for whom an Attorney General can seek in this Action restitution or disgorgement in a sovereign, quasi-sovereign, law enforcement equitable capacity. For purposes of clarity, the term “Eligible Consumers” does not include any State Entity, any Local Entity, or any corporate entity. Nothing in this Agreement shall require a natural person to release their claims, nor should this Agreement be read to release the claims of a natural person, as a condition to be an Eligible Consumer.

H. “Eligible Corporate Entities” means corporate (and other business) entities for which the Attorneys General of Idaho and Washington have asserted an exclusive claim in the Action, whether pursuant to the Attorneys General’s *parens patriae* authority or otherwise.

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

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

K. “Final Approval Order” means the order to be entered by the United States District Court for the District of Connecticut (the “District Court”) that grants final approval of this Agreement and releases all Released Claims. The Parties intend for the Final Approval Order to include provisions where the District Court: (1) determines that this Agreement has been entered in good faith; (2) approves this Agreement finally as fair, reasonable, and adequate, and directs its consummation pursuant to its terms, as to the State Releasors; (3) dismisses all claims by and on behalf of the State Releasors with prejudice as to the Defendant only; (4) dismisses all claims by the States on behalf of Eligible Consumers without prejudice to the Eligible Consumers’ ability to pursue or litigate those claims whether individually or as a class; (5) retains exclusive jurisdiction over this Agreement and the provisions of the Final Approval Order and consummation of this Agreement; and (6) determines pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that there is no just reason for delay and directing that the Final Approval Order as to the Released Parties shall be final and immediately appealable.

L. “Final Court Approval” means the District Court has entered the Final Approval Order, and the time to appeal or to seek permission to appeal from the court’s approval of this Agreement and entry of the Order of Compliance as to Defendant has expired in the Action and no motion or other pleading has been filed seeking to set aside, enjoin, or in any way alter the Final Approval Order or the entry of the Order of Compliance in the Action or to toll the time for appeal of the Final Approval Order or the Order of Compliance in the Action, or, if appealed, approval of this Agreement and the Order of Compliance in the Action as to Defendant has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has

become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not control the above-stated times.

M. “Generic Pharmaceutical Products” shall mean the generic version of any brand name drug, including all dosages, forms, and strengths of such drug, regardless of whether they are included in any complaint filed by the State Attorneys General or filed in any related federal or state court proceeding, including any action consolidated for pretrial purposes in the MDL.

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

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

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

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

R. “Released Claims” means any and all manner of claims, counter-claims, demands, actions, rights, liability, costs, debts, expenses, attorneys’ fees, judgments, and civil and administrative causes of action of any type, including both monetary and injunctive, that the States brought or could have brought against the Released Parties (except on behalf of Local Entities) or any Other Defendant in the Action, through and including the Effective Date, whether known or unknown, whether accrued or unaccrued, that arise out of or relate to the Conduct, including the Drugs at Issue or any other generic drug at issue in the MDL. “Released Claims” include claims arising out of the Conduct under (1) federal or state antitrust laws; (2) unfair competition or consumer protection laws; (3) any civil or administrative monetary cause of action (including for civil damages and/or civil fines or penalties); (4) any remedies for any claims submitted or caused to be submitted to the State’s Medicaid program, including under the False Claims Act (codified at 31 U.S.C. 3729-3733) or any State’s counterpart to the federal False Claims Act; and (5) any other statute or common or equitable law. Released Claims also include all claims based on any and all rights (including by assignment) to bring claims based on damages incurred by another person or entity.² Claims that were or could have been brought against the Defendant in the Action pursuant to the federal False Claims Act (codified at 31 U.S.C. 3729-3733) or any State’s counterpart to the federal False Claims Act are released only insofar as they are predicated on allegations related to the Conduct; any such other claims are reserved. Released Claims does not include any claim held by an Eligible Consumer, either brought or not brought, by the Eligible

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

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

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

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

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

V. "State Releasers" means (a) the Attorneys General, States, and State Entities listed on Appendix A (which include, among other State Entities, each State's Medicaid agency); (b) State Entities that accept a distribution of settlement proceeds from the Attorneys General's settlements in the Action; and (c) Eligible Corporate Entities in Idaho³ that do not submit a timely and valid request for exclusion from the settlement under this Agreement.⁴

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

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

II. INCORPORATION

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

III. STIPULATIONS

The Attorneys General stipulate that they will not continue, commence, or otherwise pursue litigation or any other proceedings against the Released Parties asserting or seeking remedies based on the Released Claims on behalf of the State Releasors or on behalf of Eligible Consumers.

IV. DISMISSALS

Upon entry of the Final Approval Order by the District Court, the Complaint in the Action shall be deemed dismissed with prejudice against the Released Parties, except those claims brought on behalf of Eligible Consumers, which shall be deemed dismissed without prejudice as to the Eligible Consumers' ability to pursue those claims, whether individually or as a class, although the Court will retain jurisdiction for purposes of resolving any disputes regarding this Agreement and enforcement of the Final Approval Order.

further described in Section V, *infra*, for those States asserting non-exclusive claims, their Attorneys General covenant not to sue on behalf of corporate entities and agree to the dismissal of their claims on behalf of such corporate entities. The Attorneys General also covenant not to sue the Released Parties in any capacity to recover disgorgement against the Released Parties that would involve overcharges to corporate entities in their states.

V. RELEASE AND EXCLUSIONS

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

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

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

⁵ For clarity, the exclusive claims asserted by Idaho and Washington on behalf of Eligible Corporate Entities are within the definition of Released Claims. For Illinois, which asserted exclusive claims on behalf of corporate entities, and those States, which asserted non-exclusive claims to recover damages or restitution for corporate entities, their Attorneys General covenant not to sue on behalf of those entities, agree to the dismissal of their claims against such Defendant, and agree that their corporate entities may recover damages or overcharges incurred only in connection with any claim that is not filed by their respective Attorney General. The Attorneys General also covenant not to sue the Defendant in any capacity to recover disgorgement against the Defendant that would involve overcharges to corporate entities in their states. To the extent the Attorney General of Arizona is ordered to sue notwithstanding this Agreement and the release of Arizona's claims pursuant to Arizona Revised Statutes section 41-193(A)(2), this covenant not to sue shall not be applicable though all other defenses and rights remain available to Defendant. And to the extent States can bring claims on behalf of or representing local governmental entities under their states' laws, they covenant not to sue, bring, or assert claims on behalf of or representing local governmental entities.

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

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

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

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

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

and also expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to 1542 of the California Civil Code. The Parties may discover facts other than or different from what the Party believes to be true with respect to price-fixing, market allocation, or bid-rigging within the time periods mentioned in the Complaints concerning the Released and Resolved Claims, but each Party expressly waives and fully, finally and forever settles, releases, resolves, and discharges, upon this Agreement becoming final, any suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released and Resolved Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. This provision shall not in any way expand the scope of the Released and Resolved Claims and shall not convert what is a limited release into a general release.

E. Preclusive Effect: This Agreement shall not preclude any claim other than the Released Claims and will not bar any claim or claims brought by any other person or party, including without limitation all claims asserted in any private suit or class action now pending

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

VI. PRELIMINARY AND FINAL COURT APPROVAL AND NOTICE

A. Beginning on the date this Agreement is fully executed by the Defendant, the Attorneys General shall have forty-five (45) calendar days, or until September 6, 2026, whichever comes first, to fully execute this Agreement on behalf of all States, absent Defendant's written consent to a reasonable period of additional time, which shall not be unreasonably withheld. If all Attorneys General have not executed this Agreement by the earlier of September 6, 2026 or within forty-five (45) calendar days of the date of Defendant's signature, Defendant shall have thirty (30) calendar days to determine, in its sole discretion, whether to extend the Attorneys General's time to execute this Agreement for an additional time period, whether sufficient Attorneys General have executed this Agreement to proceed with this Agreement, or whether it does not wish to proceed.

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

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

D. The Attorneys General shall promptly (and in no event more than thirty (30) calendar days after the Execution Date) file a motion for a Preliminary Approval Order, including: their proposed notice to inform Eligible Corporate Entities in Idaho, and anyone else for whom notice is required or desired, of their right: (a) to object to this Agreement or (b) to file a timely

and valid request for exclusion. The States will provide a copy of such motion (including all exhibits and attachments to such motion) to Defendant in advance of filing.

E. Within thirty (30) calendar days following the conclusion of a notice period specified in the Preliminary Approval Order or by a date otherwise agreed upon by the Parties or directed by the District Court, the States shall file with the District Court a Motion for a Final Approval Order. At least seven (7) days prior to filing their Motion for a Final Approval Order, the States shall provide to Defendant a copy of such motion (including all exhibits and attachments therein).

VII. TERMINATION

A. In the event that the District Court fails to give Preliminary or Final Court Approval to this Agreement, the Parties shall confer in good faith with respect to possible revisions to this Agreement that would remedy any issues preventing approval while retaining the spirit of this Agreement. After the passage of thirty (30) days from the date that the Court's order denying approval of this Agreement is entered on the docket sheet in the Action, either the Attorneys General, collectively, or the Defendant, shall have the right, in their sole discretion, to terminate this Agreement. Termination will be effective only upon delivery of written notice provided in compliance with Section XI below.

B. In the event that this Agreement is terminated under any provision herein, then this Agreement shall be of no force or effect except as expressly stated elsewhere in this Agreement. All Parties expressly reserve all of their rights, claims, and defenses if this Agreement does not receive Final Court Approval or is otherwise terminated.

C. Further, and in any event, the Parties agree that this Agreement, whether or not it receives Final Court Approval, together with any and all documentary and/or testimonial evidence

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

VIII. NO ADMISSION OF LIABILITY

Neither this Agreement nor the fact of the Parties' settlement is or may be construed as an admission by the Defendant or Released Parties of: (1) liability, (2) wrongdoing of any sort including, without limitation, the violation of any statute, or (3) the truth of any allegation of fact made by the States or any other party in the Action. Further, neither of this Agreement nor the fact of the Parties' settlement may be construed as any concession by any Party as to any legal principle or contention or the validity of any claim made by the States in the Action or any defense asserted by the Defendant in the Action. Nothing in this Agreement constitutes an admission by any Party as to the strength or weakness of any Party's claims or defenses. This Agreement may not be used by the Attorneys General in any pending or future civil, criminal, or administrative action or proceeding against the Released Parties for any purpose except the enforcement of this Agreement.

IX. TERMS OF DEFENDANT'S COMPLIANCE

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

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

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

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

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

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

1. Business Reforms: Defendant represents to the States that, if it resumes operations, it will implement, and shall continue to maintain during the Enforcement Period, a written "Antitrust Compliance Policy," on which all of Defendant's current employees responsible for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products, including those in a management or employee capacity, will be trained. Each of Defendant's employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products will be required to sign an acknowledgment form stating that they have read, and will abide by, the Antitrust Compliance Policy. Defendant will also conduct, during the Enforcement Period, periodic antitrust training sessions for all its employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products at least once per year. Such antitrust training shall be delivered by an attorney with relevant experience in the field of antitrust law, and Defendant shall keep a record of attendance at each training session to ensure that all such employees receive the training. Defendant's training sessions and the Antitrust Compliance Policy shall include clear instructions that, if an employee identifies

any problematic conduct undertaken by any of Defendant's employees that might violate the antitrust laws, they are required to contact Defendant's General Counsel and the Chief Compliance Officer. Defendant's training sessions and the Antitrust Compliance Policy shall also make clear the consequences of antitrust violations.

2. Chief Compliance Officer: During the Enforcement Period, Defendant shall appoint and maintain a Chief Compliance Officer, which may be Defendant's General Counsel, who, during the Enforcement Period, will serve to enforce Defendant's Antitrust Compliance Policy, monitor Defendant's employees to ensure that there are no further violations of the antitrust laws, and serve as an additional contact, in coordination with Defendant's established corporate policies, for employees to report any conduct that may violate the antitrust laws. The Chief Compliance Officer shall advise and report to Chief Executive Officer and to each of its Senior Vice-Presidents, and shall be responsible for ensuring Defendant's performance of the following:

- i. Furnishing a copy of this Agreement, within thirty (30) days after the entry of the Final Approval Order, to its Chief Executive Officer, to each of its Senior Vice-Presidents, and to each of Defendant's employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products;
 - ii. Furnishing a copy of this Agreement in a timely manner to each officer, director, or employee who succeeds to any position identified above;
- and

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

3. Potential Violations: Upon discovery or receipt by Defendant's General Counsel or Chief Compliance Officer of a credible notification of an actual or potential violation of the covenants in this Section, and following reasonable investigation of such notification, Defendant shall take appropriate action to: (1) immediately terminate or modify Defendant's conduct to assure continued compliance with this Agreement (if necessary); and (2) within thirty (30) business days of such discovery or receipt of credible information suggesting an actual or potential violation of this Agreement, provide to the designated Representative States, in writing, a description of the actual or potential violation and the corrective actions taken (if any).

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

i. Specify any changes to Defendant's Antitrust Compliance Policy since the last report, provide detail as to whether the requirements of the program were carried out over the course of the past year, and confirm that all employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical

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

- ii. Confirm that Defendant is in substantial compliance with Defendant's Antitrust Compliance Policy and the requirements of this Section, and
- iii. Confirm that no actual or potential antitrust violations have been identified; or provide a brief description of any actual or potential antitrust violations discovered and all actions taken to address such antitrust violations.

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

X. DISCOVERY, AUTHENTICATION AND COOPERATION

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

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

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

1. Reasonable efforts to assist the States to understand data produced by Defendant, including consulting with technical personnel to address questions posed by the States' respective data consultants, and to provide any additional information or data reasonably necessary to understand or clarify the data or otherwise render it admissible in evidence.
2. Reasonable efforts to authenticate and lay the foundation necessary for admission in evidence of documents or data identified by the States for use in the Action as business records, as non-hearsay, or as falling within exceptions to or exemptions from the hearsay rule, with such reasonable efforts to include (without limitation) preparation and filing of affidavits or declarations.
3. Identification of persons who are or were working for Defendant who are likely to have relevant information about the alleged conduct in the Action, to the extent not already provided through the discovery process or otherwise, including whether such persons remain under Defendant's control.
4. Attorney proffers on Defendant's, and current and former employees' knowledge and roles in the conduct alleged in the Action, to the extent not already provided.
5. Identification of employees of Defendant who are likely to have relevant information concerning Defendant's pricing information contained in Other Defendants' documents, to the extent not already provided, and the accuracy of this information, for Generic Pharmaceutical Products.

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

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

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

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

relates to Defendant's defense of claims brought by any plaintiff, other than the Attorneys General, in the MDL or related action.

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

XI. NOTICE

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

1. For Defendant:

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(215) 994-4000
Steven.bizar@dechert.com

2. For the States:

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

XII. MISCELLANEOUS

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

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

C. Entire Agreement: This Agreement contains the entire agreement and understanding of the Parties related to settlement and representations made herein, and supersedes

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

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

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

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

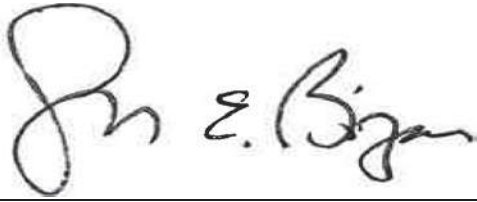
G. Headings: The headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

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

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

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

IT IS HEREBY AGREED by the undersigned as of:

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

Steven E. Bizar, Esquire
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Steven.bizar@dechert.com
Counsel for Defendant Citron Pharma LLC

STATE OF ALASKA

CORI MILLS

ACTING ATTORNEY GENERAL

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

Jeff Pickett

Senior Assistant Attorney General

Alaska Bar No. 9906022

Alaska Department of Law

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STATE OF ARIZONA
KRISTIN K. MAYES
Attorney General

By: /s/ Robert A. Bernheim

Robert A. Bernheim

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Dated: August 25, 2026

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/s/ Emilio Varanini

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Dated: August 31, 2026

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Date 0 / 1 / 0 6

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/s/ Amy Taylor

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Dated: August 18, 2026

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Dated: August 13, 2026

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ATTORNEY GENERAL

s/ Michael A. Undorf
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Dated: September 4, 2022

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STATE OF GEORGIA

/s/ Logan Winkles

Christopher Carr, Attorney General
Logan Winkles, Deputy Attorney General
Ron Stay, Sr. Asst. Attorney General
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/s/ Noah Goerlitz

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Dated: September 4, 2026

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Dated: July 27, 2026

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/s/ Brian M. Yost

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Dated: July 30, 2026

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Dated: September 3, 2026

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Dated: September 11, 2026

Commonwealth of Kentucky

s/Jonathan E. Farmer

Jonathan E. Farmer

Deputy Executive Director of Consumer Protection

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Dated: 8/17/2026

ANDREA JOY CAMPBELL,
ATTORNEY GENERAL

/s/ Anthony Mariano

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Dated: August 27, 2026

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/s/Schonette J. Walker

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Dated: 9.4.26

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Dated: 8/18/2026

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Dated: September 4, 2026

FOR PLAINTIFF STATE OF MISSISSIPPI

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Dated: September 2, 2026

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PLAINTIFF STATE OF NORTH CAROLINA
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/s/ Francisco Benzoni

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Dated: 08/25/2026

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Dated: August 19, 2026

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/s/ David Bydalek

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Attorney for State of Nebraska

Dated: 08/25/2026

Citron Multistate Settlement

STATE OF NEW HAMPSHIRE

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Dated: August 25, 2026

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Dated: September 4, 2026

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Date: August 21, 2026

FOR PLAINTIFF STATE OF OHIO:

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Dated: August 4, 2026

s/ Christopher J. Campbell

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Dated: August 25, 2026

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s/ Gina Ko

Gina Ko

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Counsel for Plaintiff State of Oregon

Dated 08/17/2026

/s/ Tracy W. Wertz

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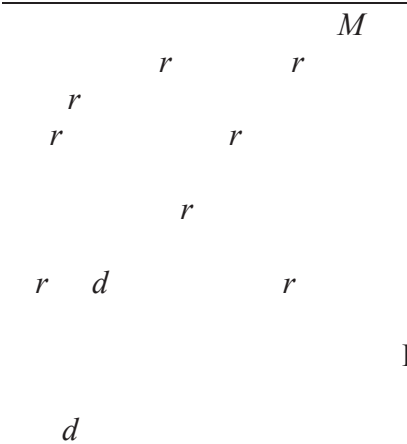
Counsel for the Commonwealth of Pennsylvania

Dated: August 21, 2026

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STATE OF RHODE ISLAND
PETER F. NERONHA
ATTORNEY GENERAL

/s/ Alex Carnevale

Alex Carnevale

(phv 207915)

Special Assistant Attorney General

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Dated: August 27, 2026

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FOR PLAINTIFF STATE OF TENNESSEE

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Dated: August 27, 2026

Executed September 3, 2026

Respectfully submitted,

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Counsel for the State of Vermont

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/s/ Douglas L. Davis

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Dated: August 4, 2026

APPENDIX A

Alaska

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

Arizona

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

California

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

Colorado

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

Connecticut

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

Delaware

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

District of Columbia

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

Florida

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

Georgia	• Attorney General for the State of Georgia • Georgia Department of Community Health (Medicaid)
Idaho	• Attorney General for the State of Idaho • Idaho Department of Health and Welfare, Division of Medicaid (Medicaid) • Idaho State Entities with MMCAP purchases, as listed in the MMCAP data production when filtered for Idaho.
Illinois	• Attorney General for the State of Illinois • Illinois Department of Healthcare and Family Services (Medicaid) • Department of Central Management Services • Department of Veterans Affairs (DVA) • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs (where public universities and health systems are not State Entities)
Indiana	• Attorney General for the State of Indiana • Indiana Family and Social Services Administration (Medicaid) • Department of Health • Department of Administration • Personnel Department • State Police • Veterans' Home • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Iowa	• Iowa Office of the Attorney General • Iowa Department of Health and Human Services (Medicaid)
Kansas	• Attorney General for the State of Kansas

- Kansas Department of Health and Environment (Medicaid)
- Kansas Division of Health Care Finance
- Kansas State Employee Health Plan (Kansas Department of Administration),
- Kansas State Entities with MMCAP purchases:
 - (1) Adair Acute Care Pharmacy, Osawatomie State Hospital
 - (2) Emporia State University-Student Health
 - (3) Fort Hays State University-Student Health
 - (4) Kansas Neurological Institute
 - (5) Kansas Soldiers Home
 - (6) Kansas State School for the Blind
 - (7) Kansas State School for the Deaf
 - (8) Kansas State University-VMTH
 - (9) Kansas State University-Lafen
 - (10) Kansas Department of Health & Environment 340B STD
 - (11) Kansas Department of Health & Environment 340B TB
 - (12) Larned Stated Hospital
 - (13) Osawatomic State Hospital
 - (14) Parsons State Hospital & Training Center
 - (15) Pharmacy Practice Integrated Lab, University of Kansas
 - (16) Pittsburg State University 340B
 - (17) Pittsburg State University, Student Health
 - (18) Rainbow Mental Health Facility

- (19) Watkins Health Center
Pharmacy, University of Kansas
- (20) Wichita Pharmacy Skills Lab,
University of Kansas
- (21) Wichita State University
Student Health)

Kentucky

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

Maine

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

Maryland

- Maryland Office of the Attorney General
- Maryland Department of Health
(Medicaid)

Massachusetts

- Attorney General for the State of
Massachusetts
- MassHealth (Medicaid)
- State Office of Pharmacy Services
(SOPS)
- Group Insurance Commission (GIC)

Michigan

- Attorney General for the State of
Michigan
- Michigan Health & Human Services
(Medicaid)
- Michigan Department of Attorney
General
- Michigan Department of Health and
Human Services
- Michigan Department of Corrections

- Michigan Civil Service Commission
- Michigan Department of Technology, Management, and Budget
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Minnesota

- Office of the Minnesota Attorney General
- Minnesota Department of Human Services
- Minnesota Department of Corrections
- Minnesota Department of Veterans Affairs
- Minnesota Management and Budget

Mississippi

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

Montana

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

Nebraska

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

Nevada

- Attorney General for the State of Nevada
- Nevada Department of Health & Human Services Division of Health Care Financing and Policy (Medicaid)
- Nevada Public Employees' Benefits Program
- University of Nevada School of Medicine
- Department of Health and Human Services (HHS)- Division of Public and Behavioral Health
- Department of Health and Human Services (HHS)- Division of Child and Family Services
- Department of Health and Human Services- Division of Aging & Disability Services
- Nevada Department of Corrections; and
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

New Hampshire

- Attorney General for the State of New Hampshire
- New Hampshire Department of Health & Human Services (Medicaid)

New Jersey

- Attorney General for the State of New Jersey
- State of New Jersey, Department of Human Services, Division of Medical Assistance & Health Services (Medicaid)

New Mexico

- New Mexico Department of Justice
- New Mexico Human Services Department (Medicaid)
- New Mexico Department of Health
- New Mexico State Entities that made MMCAP purchases

New York

- Attorney General for the State of New York
- New York State, Department of Health (Medicaid)
- State Department of Health
- MMCAP State Entities, listed in the MMCAP production when you filter for New York. State Entities purchasing through MMCAP include hospitals operated by the State Office of Mental Health

North Carolina

- Attorney General for the State of North Carolina
- North Carolina Medicaid, Division of Health Benefits

North Dakota

- Attorney General for the State of North Dakota
- North Dakota Health & Human Services, Medical Services Division (Medicaid)

Ohio

- Attorney General for the State of Ohio
- Ohio Department of Medicaid (Medicaid)

Oklahoma

- Office of the Oklahoma Attorney General
- Oklahoma Healthcare Authority (Medicaid)
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Oregon

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

Pennsylvania

- Attorney General for the State of Pennsylvania
- Pennsylvania Department of Human Services (Medicaid)
- Pennsylvania Department of Aging (PACE)
- Pennsylvania Turnpike Commission
- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Puerto Rico

- Attorney General for the Commonwealth of Puerto Rico
- Administración de Seguros de Salud de Puerto Rico
- Departamento de Corrección y Rehabilitación
- Puerto Rico Department of Health (Medicaid)
- All other State Entities that purchased, or provided reimbursement for the purchase of generic drugs, other than (1) public corporations and (2) public instrumentalities¹

¹ “Public corporation” and “public instrumentality” are defined as follows: Any public instrumentality that offers financial and/or social services to the People of Puerto Rico on behalf of the Government of the Commonwealth of Puerto Rico, but as an independent juridical entity. The definition shall include all the public-private corporation, to wit, any corporation that issues stocks and is organized pursuant to private corporations laws, but is controlled, in whole or in part, by the Government of the Commonwealth of Puerto Rico. The term shall refer, but is not limited to the Electric Power Authority; the Aqueduct and Sewer Authority; the University of Puerto Rico; the Automobile Accident Compensation Administration; the State Insurance Fund Corporation; the Labor Relations Board; the Public Building Authority; the Port Authority; the Government Development Bank; the Industrial Development Company; the Metropolitan Bus Authority; the Health Insurance Administration; the Trade and Export Company; the Motion Picture, Arts, Sciences, and Industry Development Corporation; the Highway and Transportation Authority; the Farm Insurance Corporation; the Rural Development Corporation; the Land Authority; the Land Administration; the Maritime Transport Authority; the Convention Center District Authority; the Solid Waste Authority; the Caribbean Basin Project Financing Authority; the Municipal Finance Agency; the Industrial, Tourist, Educational, Medical, and Environmental Pollution-Control Facilities Financing Authority; the Puerto Rico Infrastructure Financing Authority; the Housing Finance Authority; the Public Finance Corporation; the Economic Development Bank for Puerto Rico; the Corporation for the Revitalization of Urban Centers and Areas; the Right to Work Administration; the National Parks Company; the Corporation of Industries for the Blind, the Mentally Retarded and Other Disabled Persons of Puerto Rico; the Puerto Rico and Caribbean Cardiovascular Center Corporation; the Puerto Rico Medical Services Administration; the National Guard Institutional Trust; the Employment and Training Enterprises Corporation; the Corporation for the Supervision and Insurance of

Rhode Island

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

South Carolina

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

Tennessee

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

Utah

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

Vermont

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

Cooperatives; the Port of the Americas Authority; the Company for the Integral Development of the Cantera Peninsula; the Puerto Rico Conservatory of Music Corporation; the Musical Arts Corporation; the Institute of Puerto Rican Culture; the Martín Peña Canal ENLACE Project Corporation; the Authority for the Redevelopment of Land and Facilities of the Roosevelt Roads Naval Station; the Traffic Safety Commission; the Administration for Integral Child Care and Development; Administration; and any other Public Corporations and Instrumentalities that are created and comply with the definition herein.”

- All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
- Virginia
- Attorney General for the State of Virginia
 - Virginia Department of Medical Assistance Services (Medicaid)
- Washington
- Attorney General for the State of Washington
 - Washington State Department of Social and Health Services
 - Washington State Health Care Authority (Medicaid)
 - Department of Corrections
 - Department of Labor and Industries (L&I)
 - Eastern State Hospital, Department of Social and Health Services (DSHS)
 - Western State Hospital, Department of Social and Health Services (DSHS)
 - All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
- West Virginia
- Attorney General for the State of West Virginia
 - WV Dept. of Health and Human Services, Bureau for Medical Services (Medicaid)
 - WV Public Employees Insurance Agency
- Wisconsin
- Attorney General for the State of Wisconsin
 - Wisconsin Department of Health Services (Medicaid)
 - All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Wyoming

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

Exhibit 3

Case Nos.

3:16-cv-02056-MPS

3:19-cv-00710-MPS

3:20-cv-00802-MPS

Mayne Settlement Agreement

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

This Settlement Agreement (“Agreement”) is made and entered into this 10th day of September 2026 by Defendant Mayne Pharma Inc. (“Defendant”), on the one hand, and the Attorneys General (as defined below), on the other hand (collectively, the “Parties;” Defendant is a “Party” and the Attorneys General are a “Party”), to settle the cases that were brought by the Attorneys General on behalf of states and territories against Defendant, styled as *Connecticut et al. v. Aurobindo Pharma USA, Inc. et al.*, Case No. 3:16-cv-02056 (D. Conn.) in the United States District Court for the District of Connecticut, which were previously consolidated for pretrial purposes into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.) (the “MDL”) and has since been remanded back to the U.S. District Court for the District of Connecticut.

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

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

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

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

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

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

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

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

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

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

I DEFINITIONS

As used in this Agreement:

A. “Action” means the following cases: State of Connecticut et al. v. Aurobindo Pharma USA, Inc. et al., No. 2:17-cv-3768 (E.D. Pa.); State of Connecticut et al. v. Aurobindo Pharma USA, Inc. et al., No. 3:16-cv-2056 (D. Conn.) and any other action or proceeding asserting claims based on the Conduct, filed or otherwise pursued by or on behalf of any of the Attorneys General or any of the State Entities listed on Appendix A.

B. “Attorney General” means the Attorney General of a state, commonwealth, district, or United States territory. “Attorneys General,” means, collectively, the Attorneys General of each state, commonwealth, district, and territory that have pending claims in the Action and those that are otherwise signatories to this Agreement.

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

D. “Conduct” means any act or omission of the Released Parties or of persons or entities alleged to be co-conspirators of the Released Parties, concerning price fixing, market allocation, bid-rigging, and/or any other anticompetitive and/or unfair conduct alleged or that could have been alleged in the Action in connection with the manufacture, sale, and/or distribution of Drugs at Issue or any other generic drug at issue in n re generic Pharmaceuticals Pricing Antitrust litigation, 16-md-2724 (E.D. Pa.) for which claims are or could have been asserted based on any facts alleged or that could have been alleged in the Action, including all formulations and strengths of those drugs and/or any overarching conspiracy alleged or that could have been alleged in the Action related to the manufacture, sale, and/or distribution of Drugs at Issue or any other generic drug at issue in n re generic Pharmaceuticals Pricing Antitrust litigation, 16-md-2724 (E.D. Pa.).

E. “Costs Account” means an account established at the Huntington National Bank (“Huntington Bank”) pursuant to an Escrow Agreement dated September 12, 2024 (the “Escrow Agreement”) between, on the one hand, the Ohio Attorney General on behalf of the Attorneys General, and, on the other hand, Huntington Bank, which account has been designated by representatives of the Attorneys General (hereinafter, the “Escrow Liaison Counsel”) to hold funds received pursuant to Section IV of this Agreement, plus accruing interest, which Huntington Bank as escrow agent (hereinafter, the “Escrow Agent”), or a successor escrow agent appointed under the terms of the Escrow Agreement, will hold in escrow subject to disbursement at the direction of the Escrow Liaison Counsel. In addition to payment of any and all attorneys’ fees and costs associated with prosecuting the Action (as determined in the sole discretion of the Attorneys General subject to any applicable court order), funds distributed from the Costs Account may be used for any of the following: (1) deposit into a State antitrust or consumer protection account (e.g., revolving account or trust account) for use in accordance with the laws governing the account; (2) deposit into a fund exclusively dedicated to assisting any State to defray the costs of experts, economists, and consultants in multistate antitrust investigations and litigations, including healthcare related investigations and litigation; (3) antitrust or consumer protection enforcement, including healthcare-related enforcement, by an individual State or multiple States; or (4) for any other use permitted by state law at the sole discretion of that State’s Attorney General.

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

G. “Distribution Plan” means a plan agreed upon among the Attorneys General for distributing funds deposited into the Restitution Account pursuant to this Agreement to consumers, state Medicaid agencies, and other state agencies, who purchased generic drugs at issue in the

Action during the relevant time period, and which shall include a claims process for identifying consumers who wish to receive compensation.

H. “Drugs at Issue” means the following drugs: Doxycycline Hyclate Delayed Release (Doxy DR).

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

J. “Eligible Consumers” means natural persons who purchased, directly or indirectly, any of the drugs specified in the Action, whether through a cash payment in the absence of insurance, or any partial payment accompanying insurance coverage (e.g., a co-pay, deductible, flat, or co-insurance payment) and for whom an Attorney General can seek in this Action, restitution, or disgorgement in a sovereign, quasi-sovereign, law enforcement equitable capacity. For purposes of clarity, the term “Eligible Consumers” does not include any State Entity, any Local Entity, or any corporate entity. Nothing in this agreement shall require a natural person to release their claims, nor should this agreement be read to release the claims of a natural person, as a condition to be an Eligible Consumer.

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

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

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

N. “Final Approval Order” means the order to be entered by the United States District Court for the District of Connecticut (the “District Court”) that grants final approval of this Settlement Agreement and releases all Released Claims. The Parties intend for the Final Approval Order to include provisions where the District Court: (1) affirms that the Notice Plan has been completed; (2) determines that the Settlement Agreement has been entered in good faith; (3) approves the Settlement Agreement finally as fair, reasonable, and adequate, and directs its consummation pursuant to its terms, as to the State Releasors; (4) dismisses all claims by and on behalf of the State Releasors with prejudice as to the Released Parties only; (5) dismisses all claims by the States on behalf of Eligible Consumers without prejudice to the Eligible Consumers’ ability to pursue or litigate those claims whether individually or as a class; (6) retains exclusive jurisdiction over this Agreement and the provisions of the Final Approval Order, including the administration and consummation of this Agreement; (7) orders that the monies in the Restitution Account be held in escrow for later distribution pursuant to a District Court-approved distribution plan for Eligible Consumers, Eligible Corporate Entities, as well as Medicaid agencies and other State Entities, whose claims are being released; (8) orders that monies in the Costs Account are to be disbursed to the States; and (9) determines pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that there is no just reason for delay and directing that the Final Approval Order as to the Released Parties shall be final and immediately appealable.

O. “Final Court Approval” means the District Court has entered the Final Approval Order, and the time to appeal or to seek permission to appeal from the Court’s approval of this Agreement and entry of the Order and Final Judgment as to Defendant has expired in the Action

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

P. “Generic Pharmaceutical Products” shall mean the generic version of any brand name drug, including all dosages, forms, and strengths of such drug, regardless of whether they are included in any complaint filed by the State Attorneys General or filed in any related federal or state court proceeding, including any action consolidated for pretrial purposes in the MDL.

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

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

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

T. “Notice Plan” means the plan specifying the manner and content of notifying Eligible Consumers of this Settlement Agreement and informing Eligible Consumers and Eligible Corporate Entities of their rights to comment on or to exclude themselves from the Action and this Settlement Agreement. The Parties contemplate that the Notice Plan will take ninety (90) days or

such other time period set by the District Court. The Notice Plan will specify the way in which Eligible Consumers and Eligible Corporate Entities are to be notified of the Action and this Settlement Agreement.

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

V. “Preliminary Approval Order” means an order to be entered by the District Court that preliminarily approves this Settlement Agreement. The Parties intend that the Preliminary Approval Order will include the following provisions: (1) preliminary approval of this Settlement Agreement (i) as having been entered into in good faith and (ii) as fair, reasonable, and adequate to the extent federal court approval is required.

W. “Released Claims” means any and all manner of claims, counter-claims, demands, actions, rights, liability, costs, debts, expenses, attorneys’ fees, judgments, and civil and administrative causes of action of any type, including both monetary and injunctive, that the States brought or could have brought against the Released Parties (except on behalf of Local Entities) or any Other Defendant in the Action, through and including the Effective Date, whether known or unknown, whether accrued or unaccrued, that arise out of or relate to the Conduct. “Released Claims” include claims arising out of the Conduct under (1) federal or state antitrust laws; (2) unfair competition or consumer protection laws; (3) any civil or administrative monetary cause of action (including for civil damages and/or civil fines or penalties); (4) any remedies for any claims submitted or caused to be submitted to the State’s Medicaid program, including under the False Claims Act (codified at 31 U.S.C. 3729-3733) or any State’s counterpart to the federal False Claims Act; and (5) any other statute or common or equitable law. Released Claims also include all claims based on any and all rights (including by assignment) to bring claims based on damages

incurred by another person or entity.² Claims that were or could have been brought against the Defendant in the Action pursuant to the federal False Claims Act (codified at 31 U.S.C. 3729-3733) or any State’s counterpart to the federal False Claims Act are released only insofar as they are predicated on allegations related to the Conduct; any such other claims are reserved. Released Claims does not include any claim held by an Eligible Consumer, either brought or not brought, by the Eligible Consumer in their individual capacity, or by a representative putative or certified class on behalf of Eligible Consumers under any state’s law.

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

Y. “Representative States” means the States of New York and Connecticut that are expressly authorized by the States to take all appropriate actions required or permitted to be taken pursuant to the Agreement to effectuate its terms in consultation with the States.

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

1

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

Bank as Escrow Agent will hold in escrow for later distribution to victims of the anticompetitive acts alleged by the States, including without limitation: (i) Eligible Consumers; (ii) Eligible Corporate Entities; and (iii) State Entities whose claims are being released by the States. These amounts for the States' equitable sovereign quasi-sovereign and law enforcement disgorgement and restitution claims are intended to compensate these Eligible Consumers and entities for monies taken from them as victims of the Conduct. If funds from the Restitution Account are re-distributed by recipient State Entity Releasers to other State Entities, any such distributions will not effectuate or result in a release or waiver of any claims whatsoever by any State Entity.

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

BB. "States," or each "State," means all states, commonwealths, districts, and territories that assert claims in the Action, including Alaska, Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode

Island, South Carolina, South Dakota, Tennessee, U.S. Virgin Islands, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming in their sovereign, quasi-sovereign, law enforcement, proprietary, or any other capacities.

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

DD. “State Releasors” means (a) the Attorneys General, States, and State Entities listed on Appendix A (which include, among other State Entities, each State’s Medicaid agency); (b) State Entities that accept a distribution of settlement proceeds from the Attorneys General’s settlements in the Action; and (c) Eligible Corporate Entities in Idaho³ that do not submit a timely and valid request for exclusion from the settlement under this Agreement.⁴

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

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

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

⁴ Aside from Idaho, Illinois, and Washington, which assert exclusive claims on behalf of Eligible Corporate Entities in the Action, other States assert non-exclusive claims to recover damages or restitution for corporate entities. As further described in Section VII, *infra*, for those States asserting non-exclusive claims, their Attorneys General covenant not to sue on behalf of corporate entities and agree to the dismissal of their claims on behalf of such corporate entities. The Attorneys General also covenant not to sue the Released Parties in any capacity to recover disgorgement against the Released Parties that would involve overcharges to corporate entities in their states.

USD shall constitute restitution within the meaning of Section 162(f)(2) of the Internal Revenue Code of 1986, as amended and 26 C.F.R. 1.162-21(e)(4)(i).

2. No part of the Global Settlement Amount that constitutes restitution is paid in respect of any claim for the trebling of damages (as opposed to actual damages), or for or in lieu of any fine, penalty, forfeiture, or punitive damages. No part of the amount specified as restitution in the preceding sentence is paid to reimburse any Attorney General, State, State Entity, or any other government or governmental entity for investigation or litigation costs. The party or parties required to report all or any portion of the Total Settlement Amount under Section 6050X of the Internal Revenue Code of 1986, as amended, shall report no less than 70 of the Global Settlement Amount four hundred forty-six thousand seventy-eight dollars and fifty cents, 446,078.50 USD and the monies for Eligible Corporate Entities twelve thousand, seven hundred forty-five dollars, 12,745 USD as restitution. Except as set forth in this Paragraph, the Attorneys General take no position on tax treatment of the payments under the Settlement.

3. The Global Settlement Amount shall be allocated among the State Entities that are State Releasers as determined by the Attorneys General, and among Eligible Consumers as determined by the Attorneys General and approved by the Court. For clarity, the Global Settlement Amount explicitly excludes the twelve thousand, seven hundred forty-five dollars (12,745 USD) referenced above as being designated for Eligible Corporate Entities, which shall be used only for Eligible Corporate Entities.

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

5. The Attorneys General will hold the remaining 30 of the Global Settlement Amount equaling one hundred ninety-one thousand, one hundred seventy-six dollars and fifty cents (191,176.50 USD) in the Costs Account and for use as specified in Paragraph I.E.

II STIPULATIONS

The Attorneys General stipulate that they will not continue, commence, or otherwise pursue litigation or any other proceedings against the Released Parties asserting or seeking remedies based on the Released Claims on behalf of the State Releasors or on behalf of Eligible Consumers. The States retain the right to reinstate the Released Claims in bankruptcy if Defendant does not pay the Total Settlement Amount as required under this Settlement Agreement and Defendant files for bankruptcy.

III DISMISSALS

Upon entry of the Final Approval Order by the District Court, the Complaints in the Actions shall be deemed dismissed with prejudice against Defendant, except those claims brought on behalf of Eligible Consumers, which shall be deemed dismissed without prejudice as to the Eligible Consumers' ability to pursue those claims, whether individually or as a class, although the Court will retain jurisdiction for purposes of resolving any disputes regarding this Agreement and enforcement of the Final Approval Order.

IV SETTLEMENT PAYMENT

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

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

C. Final Approval Order: The Parties agree that any Distribution Plan is to be considered by the District Court separately from the District Court's consideration of the fairness,

reasonableness, and adequacy of the resolution set forth in this Agreement, and any order or proceedings relating to any Distribution Plan shall not operate to terminate or cancel this Agreement or affect the finality of the Final Approval Order, or any other orders entered pursuant to this Agreement.

D. Use of Settlement Payment: The Attorneys General will distribute the funds in the Restitution Account pursuant to the States' allocation plan, including to State Entities that are State Releasers, Eligible Consumers, and Eligible Corporate Entities, to compensate them for any alleged harm resulting from the alleged Conduct. Any distribution from the Restitution Account shall only be distributed at a future date according to a Distribution Plan submitted to and approved by the District Court. Promptly after the Final Approval Order is entered, the funds in the Costs Account may be distributed to the States to pay Settlement Administration Costs, the past and future costs of litigating the States' claims, both collectively or individually, as well as attorneys' fees and to the extent that monies in the Costs Account are not used to offset costs of States litigating in the Action, any remaining funds may be used for any of the following: (1) deposit into a State antitrust or consumer protection account (e.g., revolving account, trust account) for use in accordance with the laws governing the account; (2) deposit into a fund exclusively dedicated to assisting any state to defray the costs of experts, economists and consultants in multistate antitrust investigations and litigations, including healthcare related investigations and litigation; (3) antitrust or consumer protection enforcement, including healthcare-related enforcement, by an individual State or multiple States; or (4) for any other use permitted by state law at the sole discretion of that State's Attorney General.

E. Defendant shall have no obligation to make any other payment of any kind in connection with this Agreement. Defendant also shall have no obligation with respect to the

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

V QUALIFIED SETTLEMENT FUND

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

B. The Parties shall act in a manner consistent with the treatment of the Settlement Fund as a qualified Fund and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. All provisions of this Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a qualified Fund. Escrow Liaison Counsel shall cause the timely and proper filing of all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described

in Treasury Regulation 1.468B-2(k)(1) and (l)(2)). Escrow Liaison Counsel shall make a “relation-back election” (as defined in Treasury Regulation 1.468B-1(j)), if available, to permit the Settlement Fund to be treated as a qualified Fund from the earliest permitted date. It shall be the responsibility of Escrow Liaison Counsel to cause the timely and proper preparation and delivery of the necessary documentation with respect to the Settlement Fund for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

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

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

mailing and distribution costs and expenses relating to filing (or failing to file) tax returns with respect to the Settlement Fund (“Tax Expenses”)), shall be paid out of such Settlement Fund.

E. The Released Parties shall not have any liability or responsibility with respect to a Settlement Fund for the Taxes or the Tax Expenses or the filing of any tax returns or other documents with the Internal Revenue Service or any other taxing authority. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the District Court and the Escrow Agent shall be obliged (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the District Court any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation 1.468B-2(l)(2)). Defendant shall not be responsible, or have any liability therefore, for any reporting requirements that may relate thereto. The Parties agree to cooperate with each other and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Paragraph.

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

VI PAYMENT OF EXPENSES

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

B. The Attorneys General shall look only to the Total Settlement Amount for payment in connection with any of the costs or expenses of litigation in the Action or otherwise, including attorneys’ fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the court or Special Master, appeals, trials, or the negotiation of other settlements up until and through the Effective Date, and the Defendant shall have no other or different responsibility or liability for such expenses. After the Effective Date, the Attorneys General shall look only to the Total Settlement Amount for all such costs or expenses in the Action except as (1) provided in the immediately preceding Paragraph or (2) if this Agreement is terminated pursuant to Section IX, *infra*.

VII RELEASE AND EXCLUSIONS

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

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

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

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⁵ For clarity, the exclusive claims asserted by Idaho and Washington on behalf of Eligible Corporate Entities are within the definition of Released Claims. For Illinois, which asserted exclusive claims on behalf of corporate entities, and those States, which asserted non-exclusive claims to recover damages or restitution for corporate entities, their Attorneys General covenant not to sue on behalf of those entities, agree to the dismissal of their claims against such entities, and agree that their corporate entities may recover damages or overcharges incurred only in connection with any claim that is not filed by their respective Attorney General. The Attorneys General also covenant not to sue the Defendant in any capacity to recover disgorgement against the Defendant that would involve overcharges to corporate entities in their states. To the extent the Attorney General of Arizona is ordered to sue notwithstanding this Agreement and the release of Arizona's claims pursuant to Arizona Revised Statutes section 41-193(A)(2), this covenant not to sue shall not be applicable though all other defenses and rights remain available to Defendant. And to the extent States can bring claims on behalf of or representing local governmental entities under their states' laws, they covenant not to sue, bring, or assert claims on behalf of or representing local governmental entities.

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

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

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

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

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

and the Parties also expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to 1542 of the California Civil Code. The Parties may discover facts other than or different from what the Party believes to be true with respect to price-fixing, market allocation, or bid-rigging within the time periods mentioned in the Complaints concerning the Released and Resolved Claims, but each Party expressly waives and fully, finally and forever settles, releases, resolves, and discharges, upon this Agreement becoming final, any suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released and Resolved Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. This provision shall not in any way expand the scope of the Released and Resolved Claims and shall not convert what is a limited release into a general release.

E. Preclusive Effect: This Agreement shall not preclude any claim other than the Released Claims and will not bar any claim or claims brought by any other person or party, including without limitation all claims asserted in any private suit or class action now pending

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

VIII PRELIMINARY AND FINAL COURT APPROVAL AND NOTICE

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

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

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

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

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

F. Within thirty (30) calendar days following the conclusion of a notice period specified in the Preliminary Approval Order or by a date otherwise agreed upon by the Parties or directed by the District Court, the States shall file with the District Court a Motion for a Final Approval Order. At least seven (7) days prior to filing their Motion for a Final Approval Order, the States shall provide to Defendant a copy of such motion (including all exhibits and attachments therein).

I TERMINATION

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

this Agreement. Termination will be effective only upon delivery of written Notice provided in compliance with Section XIV below.

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

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

E EXCLUSIONS

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

B. Exclusions for Eligible Corporate Entities and Eligible Consumers: Subject to District Court approval, any Eligible Corporate Entity in Idaho or any Eligible Consumer in any State may seek to be excluded from receiving monies under this Settlement by submitting a valid and timely request for exclusion in accordance with the Notice plan approved by the Court at the time of Preliminary Approval. Any Eligible Corporate Entity in Idaho or Eligible Consumer in any State that submits a valid and timely request for exclusion will be ineligible to receive a distribution of any portion of the Total Settlement Amount. Defendant reserves all legal rights and defenses as to all such persons or entities who are excluded from this Settlement, and nothing in this Agreement shall be used against Defendant in any proceeding involving such persons or entities. For the avoidance of doubt, nothing in this settlement, including this section, shall be construed to release an Eligible Consumer's ability to seek recovery from other settlements or actions brought by themselves or on their behalf by class representatives.

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

I NO ADMISSION OF LIABILITY

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

II INJUNCTIVE RELIEF

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

B. Business Reforms: Defendant represents to the States that it has implemented, and shall continue to maintain during the Enforcement Period, a written “Antitrust Compliance Policy,” on which all of Defendant’s current employees responsible for the pricing, sale, bidding or marketing of Generic Pharmaceutical Products, including those in a management or employee capacity, are and will be trained. Each of Defendant’s employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products will be required to sign an acknowledgment form stating that they have read, and will abide by, the Antitrust Compliance Policy. Defendant will also conduct, during the Enforcement Period, periodic antitrust training sessions for all its employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products at least once per year. Such antitrust training shall be delivered by an attorney with relevant experience in the field of antitrust law, and Defendant shall keep a record of attendance at each training session to ensure that all such employees receive the training. Defendant’s training sessions and the Antitrust Compliance Policy shall include clear instructions that, if an employee identifies any problematic conduct undertaken by any of Defendant’s employees that might violate the antitrust laws, they are required to contact Defendant’s General Counsel and/or the Chief Compliance Officer (or the equivalent). Defendant’s training sessions and the Antitrust Compliance Policy shall also make clear the consequences of antitrust violations.

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

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

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

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

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

III DISCOVERY, AUTHENTICATION, AND COOPERATION

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

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

posed by the States' respective data consultants, and to provide any additional information or data reasonably necessary to understand or clarify the data or otherwise render it admissible in evidence, and to provide additional data as may be reasonably necessary.

2. Reasonable efforts to authenticate and lay the foundation necessary for admission in evidence of documents or data identified by the States for use in the Action as business records, as non-hearsay, or as falling within exceptions to or exemptions from the hearsay rule, with such reasonable efforts to include (without limitation) preparation and filing of affidavits or declarations and/or live witness testimony.
3. Identification of persons who are or were working for Defendant who are likely to have relevant information about the alleged conduct in the Action, including whether such persons remain under Defendant's control.
4. Attorney proffers on Defendant's, and current and former employees' knowledge and roles in the conduct alleged in the Action, to the extent not already provided.
5. Identification of employees of Defendant who are likely to have relevant information concerning Defendant's pricing information contained in Other Defendants' documents, and the accuracy of this information, for Generic Pharmaceutical Products.
6. Identification of price increases implemented by Defendant during the relevant time period for each Generic Pharmaceutical Product named in the Complaints as to which the States allege Defendant entered into a product-specific

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

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

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

C. Ongoing Litigation Practice: As of the Execution Date, neither party shall serve any discovery requests on the other, take depositions of the other, file any motions against the other, or take any other adverse action against the other in the MDL or any related litigation, except insofar as such filings are necessary to preserve any Party's respective procedural rights in

the Action (such as, without limitation, motions for extensions of filing deadlines or modification of scheduling orders) and as specified herein as to enforce the terms of this Agreement. For the avoidance of doubt, the States may continue to attend or take depositions in the Action of current and former employees of Defendant and may question those employees as it relates to the prosecution of claims against Other Defendants in the Action. Counsel for Defendant may likewise continue to attend depositions of current and former employees of the States and of any other individuals represented by the States taken in the Action and may question those individuals as it relates to Defendant's defense of claims brought by any plaintiff, other than the Attorneys General, in the MDL or related action.

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

IV NOTICE

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

1. For Defendant:

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

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

2. For the States:

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28 Liberty Street, 20th Floor
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B. Any one of the Parties may change the contact information to which such notices, requests, consents, directives, or communications are to be delivered by giving the other Parties prior written notice of the changed contact information, in the manner herein above provided, ten (10) calendar days before the change is effective.

V MISCELLANEOUS

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

B. Benefit and Binding Effect: The terms of this Agreement shall be binding on and shall inure to the benefit of the Parties and their successors. The Parties do not intend this

Agreement, or any part hereof, or any aspect of the Settlement or the releases provided herein, to extend, to release, or otherwise to affect in any way any rights that the Attorneys General have or may have against any other person, party or entity whatsoever, other than the Released Parties. No third-party rights are created by this Agreement.

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

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

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

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

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

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

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

J. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile transmission, or in Adobe Portable Document

Format (PDF) sent by electronic mail, shall be deemed to be original signatures and this Agreement may be delivered by email of PDF files.

FOR MAYNE PHARMA INC.

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

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

Dated: July 10, 2026

STATE OF ALASKA¹

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ACTING ATTORNEY GENERAL

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

Jeff Pickett

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STATE OF ARIZONA
RISTIN MAYES
Attorney General

By: /s/ Robert A. Bernheim

Robert A. Bernheim

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Dated: August 25, 2026

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Dated: August 31, 2026

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Dated: 08/26/2026

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Dated: September 8, 2026

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/s/ Adam Gitlin

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Dated: August 13, 2026

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STATE OF GEORGIA

/s/ Logan Winkles

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Logan Winkles, Deputy Attorney General
Ron Stay, Sr. Asst. Attorney General
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Dated: July 15, 2026

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/s/ Brian M. Yost

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Dated: August 20, 2026

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Dated: 8/31/2026

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Dated: 8/18/2026

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/s/Schonette J. Walker

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Dated: August 27, 2026

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Attorney General of Michigan

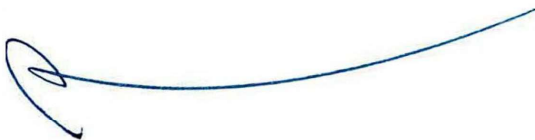


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Dated: September 4, 2026

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Dated: September 4, 2026

State of Montana

By: /s/ Anna K. Schneider

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Dated September 4, 2026

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/s/ David Bydalek

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Dated: 08/25/2026

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By: /s/ Lucas J. Tucker

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Date: July 16, 2026

Mayne Multistate Settlement

STATE OF NEW HAMPSHIRE

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/s/ Alexandra Sosnowski

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Dated: August 25, 2026

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/s/ Yale A. Leber

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Dated: September 8, 2026

N Y r ' r M

Respectfully submitted

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ATTORNEYS FOR THE STATE OF NEW YORK

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

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/s/ Francisco Benzoni

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Dated: 08/25/2026

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Dated: August 21, 2026

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Dated: September 8, 2026

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Counsel for Plaintiff State of re on

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Dated 08/17/2026

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Dated: August 21, 2026

MAYNE SETTLEMENT AGREEMENT

FOR PLAINTIFF COMMONWEALTH OF PUERTO RICO

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Dated: August 27, 2026

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/s/ Alex Carnevale

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Dated: August 27, 2026

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/s/ Amanda Miiller

By: Amanda Miiller

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Dated: August 20, 2026

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

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Dated: August 27, 2026

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Dated: September 8, 2026

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/s/ Sarah L. J. Aceves

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Dated: 08/27/2026

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Counsel for the State of Wyoming

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Acetazolamide
Adapalene
Alclometasone Dipropionate
Amiloride HCL/HCTZ
Ammonium Lactate
Amoxicillin/Clavulanate
Amphetamine/Dextroamphetamine
Azithromycin
Baclofen
Benazepril HCTZ
Betamethasone Dipropionate
Betamethasone Dipropionate Augmented
Betamethasone Valerate
Bethanechol Chloride
Bromocriptine Mesylate
Budesonide
Bumetanide
Buspirone Hydrochloride
Cabergoline
Calcipotriene Betamethasone Dipropionate Ointment
Calcipotriene Solution
Capecitabine
Carbamazepine
Cefdinir
Cefpodoxime Proxetil Oral Suspension
Cefpodoxime Proxetil Tablets
Cefprozil
Celecoxib
Cephalexin (Cefalexin)
Chlorpromazine HCL
Cholestyramine
Ciclopirox
Cimetidine
Ciprofloxacin HCL Tablet
Clarithromycin
Clemastine Fumarate
Clindamycin Phosphate
Clobetasol
Clomipramine HCL
Clonidine TTS
Clotrimazole
Cyproheptadine HCL

Desmopressin Acetate
Desogestrel and Ethinyl Estradiol Kariva
Desonide
Desoximetasone
Dexmethylphenidate HCL Focalin
Dextroamphetamine Sulfate (“Dex Sulfate”)
Diclofenac Potassium
Dicloxacillin Sodium
Diflunisal
Diltiazem HCL
Disopyramide Phosphate
Doxazosin Mesylate
Doxycycline Hyclate
Doxycycline Monohydrate
Drospirenone and Ethinyl Estradiol
Econazole
Enalapril Maleate
Entecavir
Epitol
Eplerenone
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Estazolam
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Ethinyl Estradiol and Levonorgestrel Portia and Jolessa
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Etodolac
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Fluconazole
Fluocinolone Acetonide
Fluocinonide
Fluoxetine HCL
Flurbiprofen
Flutamide
Fluticasone Propionate
Fluvastatin Sodium
Fosinopril HCTZ
Gabapentin
Glimepiride
Glipizide-Metformin
Glyburide
Glyburide-Metformin
Griseofulvin
Halobetasol Propionate
Haloperidol

Hydrocortisone Valerate
Hydroxyurea
Hydroxyzine Pamoate
Imiquimod
Irbesartan
Isoniazid
Ketoconazole
Ketoprofen
Ketorolac Tromethamine
Labetalol HCL
Lamivudine/Zidovudine
Latanoprost
Leflunomide
Levothyroxine
Lidocaine Ointment
Loperamide HCL
Medroxyprogesterone
Meprobamate
Methazolamide
Methotrexate Sodium
Methylphenidate
Metronidazole
Moexipril HCL
Moexipril HCL HCTZ
Mometasone
Nabumetone
Nadolol
Nafcillin
Niacin
Nimodipine
Nitrofurantoin (Macrocrystalline)
Norethindrone Acetate
Norethindrone and Ethinyl Estradiol Balziva
Nortriptyline Hydrochloride
Nystatin
Nystatin/Triamcinolone
Omega-3-Acid Ethyl Esters
Oxacillin
Oxaprozin
Oxybutynin Chloride
Paricalcitol
Paromomycin
Penicillin VK
Pentoxifylline
Phenytoin Sodium
Pioglitazone-Metformin

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

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

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

AUROBINDO PHARMA USA, INC., et al.,

Defendants.

No. 3:16-cv-02056-MPS

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

TEVA PHARMACEUTICALS USA, INC. et al.,

Defendants.

No. 3:19-cv-00710-MPS

STATE OF CONNECTICUT, et al.,

Plaintiffs,

v.

SANDOZ, INC., et al.,

Defendants.

No. 3:20-cv-00802-MPS

October 8, 2026

DECLARATION OF TIFFANEY A. JANOWICZ
IN SUPPORT OF PLAINTIFF STATES' MOTION FOR PRELIMINARY APPROVAL
OF SETTLEMENTS WITH ASCEND, CITRON, AND MAYNE

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 Plaintiff States' Motion for Preliminary Approval of the Settlements with

Defendants Ascend Laboratories, Inc. (“Ascend”), Citron Pharma, LLC (“Citron”), and Mayne Pharma Inc. (“Mayne”) (collectively “Settling Defendants”).

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. Among the numerous matters in claims administration Rust has overseen are: 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. Wis.); 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 notices and administration programs. I speak on class action matters (Continuing Legal Education courses), and I have been a co-author and 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 Ascend, Citron, and Mayne Settlements, and 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 in this Declaration is 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 who live in Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Dakota, Tennessee, U.S. Virgin Islands, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

NOTICE PLAN

7. The Notice Plan is designed to reach eligible consumers, provide them with opportunities to learn about the Ascend, Citron, and Mayne Settlements and exercise their rights, and ensure that they will see, review, and understand the Notices. This Notice Plan is similar to

ones I 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-02056), 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-02056), ECF No. 624-4 (3:19-00710), ECF No. 594-4 (3:20-00802) (approved on May 12, 2025, ECF Nos. 795, ECF 677, ECF 680, respectively); 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., ECF No. 923-4 (16-cv-2056), ECF No. 881-4 (19-cv-0710), ECF No. 1179-4 (20-cv-0802) (approved on February 25, 2026, ECF No. 957, ECF 916, and ECF 1364, respectively); Declaration of Tiffaney A. Janowicz in Support of States' Motion for Preliminary Approval of Settlement with Glenmark Pharmaceuticals, Inc., USA, ECF No. 1009-4 (3:16-cv-02056), ECF No. 968-4 (3:19-cv-00710), and ECF No. 1461-4 (3:20-cv-00802) (preliminarily approved August 6, 2026, ECF Nos. 1019 (3:16-cv-02056), 976 (3:19-cv-00710), and 1484 (3:20-cv-00802)), and Declaration of Tiffaney A. Janowicz in Support of States' Motion for Preliminary Approval of Settlement with Defendants Sandoz Inc. and Fougera Pharmaceuticals Inc., ECF No. 1038-4 (3:16-cv-02056), ECF No. 999-4 (3:19-cv-00710), and ECF No. 1535-4 (3:20-cv-00802).

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. The website can be viewed in English, Spanish, French, traditional Chinese, simplified Chinese, Arabic, and Vietnamese. The website informs Consumers about the litigation and the Settlements, including basic information about Consumers' rights and options concerning the Settlements, shares several helpful documents (*e.g.*, the Complaint, the negotiated settlements, the list of drugs involved, and the Long Form Notice 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. 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 any of the Ascend, Citron, or Mayne Settlements. *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 website is attached as **Exhibit E**.

11. To avoid confusion with the States' previous efforts to notify Consumers about prior settlements as well as current efforts to have Consumers submit Claims Forms (and ultimately receive a distribution of payment), the website Home page will be modified to present information on the Ascend, Citron, and Mayne Settlements along with other settlements and the

process for submitting a Claims Form. A separate link for documents relating to the Settlements (e.g., litigation documents for the States' Actions, the settlement agreements, Short Form Notice and Long Form Notice for the Settlements, and any specific FAQs relating to the 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 notice period for the Heritage, Apotex, Bausch, Lannett, Glenmark, or Sandoz settlements need not register again for the Ascend, Citron, and Mayne Settlements.

Direct Notice

12. From the time the Heritage settlement was announced, Rust has been collecting registrations through the settlement website, by telephone, and by mail. As of October 6, 2026, Rust has received 527,185 Registration Forms. 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 Ascend, Citron, and Mayne Settlements through traditional media, such as television, radio, and newspapers, as

well as digital media. Press releases will also be posted on the respective State's websites. Additionally, Rust will distribute the language of the Summary Notice through PR Newswire's US1 Newswire 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 the Settlements. The messaging will encourage eligible consumers to submit a claim.

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 Ascend, Citron, and Mayne 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 submit a claim online or opt out of the Ascend, Citron, and Mayne Settlements on the website. The website is up and running and will be amended to include more information about the Ascend, Citron, and Mayne 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 Ascend, Citron, and Mayne 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 are 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 established 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 Ascend, Citron, and Mayne Settlements and register to obtain additional and future information about the litigation as well as a future claims process. This website subpage will also provide eligible corporate entities in Idaho an opportunity to exclude themselves from the Ascend, Citron, or Mayne Settlements.

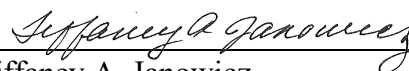
CONCLUSION

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 appropriately account for 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 on this 7th day of October, 2026.


Tiffany A. Janowicz

E HIBIT 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 asked, 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)	<i>In re Domestic Airline Travel Antitrust Litigation</i> , MDL 2656 (D.D.C.).
83 million	<i>In re Target Corporation Customer Data Security Breach Litigation</i> , MDL 2522 (D. Minn.).
37 million	<i>FTC v. Epic Games</i> , 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	<i>Dyson v. Flagstar</i> , No. DKC93-1503 (D. Md.).
1.4 million	National Mortgage Settlement

Website Visitors	Case
9.5 million	<i>Jabbari v. Wells Fargo</i> , No. 15-cv-02159 (N.D. Cal.).
5.5 million	<i>In re Compact Disc Minimum Advertised Price Antitrust Litig.</i> , 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)	<i>In re Compact Disc Minimum Advertised Price Antitrust Litigation</i> , MDL 1361 (D. Me.).
3.2 million	<i>In re American International Group, Inc. Securities Litigation</i> , 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	<i>Naef v. Masonite Corp.</i> , No. CV 944033 (Ala. Cir. Ct. Mobile County).

Total Recipients	Case
16 million	<i>In re Checking Account Overdraft Litigation</i> , No. 1:09-MD-02036 (S.D. Fla.). (Bank of America Settlement)
5.3 million	<i>In re Checking Account Overdraft Litigation</i> , 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.



E HIBIT B



Senior Vice President

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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 opinions 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

Case Nos.

3:16-cv-02056-MPS

3:19-cv-00710-MPS

3:20-cv-00802-MPS

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Three new 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 of the State Attorneys General and some defendants (the "Settling Defendants") and the lawsuits are continuing against the remaining defendants (the "Non-Settling Defendants"). The States' attorneys general have created a fund for the deposit of settlement money from current and future settlements ("Settlement Fund") for later distribution, including to eligible consumers who purchased generic drugs involved in the litigation and who timely submit valid claims. Payments will be made only (1) if the Court approves the Settlements and after any appeals are resolved, and (2) the Court grants final approval of the Allocation and Distribution Plan for Consumer Restitution Funds and orders that the Settlement Funds can be distributed to eligible consumers who filed a claim. The Allocation and Distribution Plan for Consumer Restitution Funds has received preliminary approval and a claims process opened on September 22, 2026. Further information about the Allocation and Distribution Plan, the claims process, claim deadlines, and how to submit a claim is available on the settlement website www.AGGenericDrugs.com or by telephone at 1-866-290-0182.

The 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 www.AGGenericDrugs.com or call 1-866-290-0182.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENTS		
REGISTER TO RECEIVE FUTURE NOTICES	You will receive updates about the lawsuits, new settlements, and the claims process. Claim forms are also available via the website, www.AGGenericDrugs.com or by calling 1-866-290-0182	Register 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). A claims process opened on September 22, 2026. The deadline for submitting a claim for an initial distribution is March 8, 2027. You	

	will need to submit a claim form to get a payment. Only signed, valid claims submitted by the Claims Deadline will be included in an initial distribution, though late claims may be considered for future distributions.	
EXCLUDE YOURSELF	You will not receive a payment from the Settlement.	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 any of 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 Settlement.	Date

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

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BASIC INFORMATION

1. What is this Notice about?

This Notice is to inform you about proposed settlements with some Defendants (the “Settlement”) *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); *State of Connecticut et al. v. Sandoz, Inc. et al.*, 20-00802 (D.Conn); and *State of Connecticut et al. v. Novartis AG*, 26-00160 (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. The lawsuits claim that 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 the Settling Defendants, 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 Ascend Laboratories, Inc., Citron Pharma, LLC, and Mayne Pharma Inc.

Other defendants include Actavis, Amneal, Aurobindo, Breckenridge, Dr. Reddy’s, G&W, Greenstone, Lupin, Mallinckrodt, Mylan, Par Pharmaceutical (Endo bankruptcy), Perrigo, Pfizer, 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 in the Settlements 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, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Northern Mariana

Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Dakota, Tennessee, U.S. Virgin Islands, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

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; and
- 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	Mallinckrodt
Actavis Holdco U.S., Inc.	Mayne Pharma (USA), Inc.
Actavis Pharma, Inc.	Mylan
Amneal	Mylan Pharmaceuticals, Inc.
Amneal Pharmaceuticals, Inc.	Novartis AG
Apotex Corp.	Par Pharmaceutical Companies, Inc.
Ascend Laboratories, LLC	Par Pharmaceuticals, Inc.
Aurobindo	Perrigo
Aurobindo Pharma USA, Inc.	Pfizer
Bausch	Sandoz, Inc.
Breckinridge Pharmaceuticals, Inc.	Sandoz AG
Citron Pharma, LLC	Sandoz Group AG
Dr. Reddy's Laboratories, Inc.	Sun
Emcure Pharmaceuticals, Ltd.	Sun Pharmaceutical Industries, Inc.
Fougera	Taro
G&W	Taro Pharmaceuticals Industries Ltd.
Glenmark	Taro USA;
Glenmark Pharmaceuticals Inc. USA	Teligent
Greenstone	Teva Pharmaceuticals USA, Inc.
Greenstone LLC	Upsher-Smith Laboratories, LLC
Heritage Pharmaceuticals, Inc.	Wockhardt
Lannett	Wockhardt USA, LLC
Lannett Company, Inc.	Zydus Pharmaceuticals (USA), Inc.
Lupin	
Lupin Pharmaceuticals, 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 Ascend Laboratories, Inc., Citron Pharma, LLC, and Mayne Pharma Inc. Previous settlements were reached with Heritage Pharmaceuticals Inc., Emcure Pharmaceuticals Ltd., Apotex Corp., Bausch Health US, LLC, Bausch Health Americas, Inc., Lannett Company, Inc., Glenmark Pharmaceuticals, Inc., USA, Sandoz Inc. and Fougera Pharmaceuticals Inc. 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 SETTLEMENT’S BENEFITS

8. What do the Settlements provide?

Three Settlements are being presented to the Court for approval at this time. The Settlement Funds from these Settlements total 1.05 million, of which 741,000 is set aside for distribution (the “Restitution Fund”) and 309,000 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”).

The Court has granted preliminary approval of an Allocation and Distribution Plan to distribute Consumer Restitution Funds from all the settlements to eligible consumers who submit timely claim forms. A claims process opened on September 22, 2026. The deadline for submitting a claim for an initial distribution is March 8, 2027. You will need to submit a claim form to get a payment. Only signed, valid claims submitted by the Claims Deadline will be included in an initial distribution, though late claims may be considered for future distributions.

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 from the initial distribution, you must file a valid claim form *before* the claims period ends. The claims period began on September 22, 2026, and ends on March 8, 2027. Please visit AGGenericDrugs.com for the full Allocation and Distribution Plan, claim filing and deadlines.

10. When will I get benefits?

No money has been distributed yet. Money will be distributed after the Court's approval of the Settlements, the receipt of funds from Settling Defendants, and final approval of the Allocation and Distribution Plan. The Court has granted preliminary approval of the Allocation and Distribution Plan to distribute Consumer Restitution Funds from all the settlements to eligible consumers who timely submit a valid claim form. A claims process opened on September 22, 2026. The deadline for submitting a claim for an initial distribution is March 8, 2027. You will need to timely submit a valid claim form to receive a payment. Valid claims submitted by the claims deadline will be included in the initial distribution, though late claims may be considered for future distributions.

Please visit AGGenericDrugs.com to submit a claim or obtain more information about the Allocation and Distribution Plan, a list of Drugs at Issue, and additional information about eligibility and how to file a claim. You may also register on the settlement website to receive additional information, important documents, and case updates or by calling 1-866-290-0182.

The State Attorneys General will continue to pursue the lawsuits against the Non-Settling Defendants, and any additional Settlement Funds allocated to consumer restitution will be added to the Consumer Restitution Fund that will be distributed to consumers who timely file valid claims and as further 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 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 from 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 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 settlement; 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**

Settling Defendants have made a reservation of all legal rights and defenses against anyone who is excluded. Nothing in the Settlements may be used against Settling Defendants in any other proceeding against Settling Defendants.

OBJECTING TO THE SETTLEMENTS

13. How do I object to the Settlement?

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 **r d r D**:

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	W. Gordon Dobie Frank Battaglia WINSTON TAYLOR 300 N. LaSalle St. Chicago, IL 60654 <i>Counsel for Ascend a oratoties nc.</i> Steven E. Bizar Dechert LLP The Cira Centre 2929 Arch Street Philadelphia, PA 19104 <i>Counsel for Citron Pharma C</i> Brian J. Smith Wilson Sonsini Goodrich & Rosati 1700 K Street NW Washington, DC 20006 <i>Counsel for Mayne Pharma nc.</i>

If you hire a lawyer to make an objection, your lawyer must also file a Notice of Appearance with the Clerk of the Court **r d**.

W	d	r	S	d	E	d	r
S							

Objecting to the Settlements simply means telling the Court that you don't like something about the Settlements or have certain concerns about the Settlements. 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. 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. You keep your right to sue the Defendants for the same claims in another lawsuit to the extent those claims have not been previously released.

THE FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on the Settlements on **Date , at [time]**, at the Abraham Ribicoff Federal Building, United States Courthouse, 450 Main Street - Annex 135, Courtroom 3, 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 the 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 the Settlements. We do not know how long these decisions will take.

16. 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.

17. Can I attend the Final Approval Hearing?

Yes. Anyone can attend the Final Approval Hearing and watch in person. 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 13 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

18. 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 THE SETTLEMENTS OR THE CLAIMS 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 E 12 Base
 Ammonium Lactate Lotion E 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 E 0.05 BASE
 Betamethasone Dipropionate Cream, Augmented E 0.05 BASE
 Betamethasone Dipropionate Lotion E 0.05 BASE
 Betamethasone Dipropionate Lotion, Augmented E 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 E 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 E 100mg Base; E 50mg Base
 Cefpodoxime Proxetil Tablets E 100mg Base; E 200 mg Base
 Cefprozil Tablets
 Celecoxib
 Cephalixin Suspension
 Chlorpromazine HCL

Cholestyramine
 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 E 0.05 BASE
 Clotrimazole Betamethasone Dipropionate Ointment E 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 hydrochloride 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 Emollient 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

Meprobamate
 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 E 10GM Base; E 1GM Base; E 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 - E 10GM Base; E 1GM Base; E 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, E 15mg Base; 850MG; E 15mg Base
 Piroxicam
 Pravastatin Sodium Tablets
 Prazosin HCL Capsules
 Prochlorperazine Maleate Suppository 25mg
 Prochlorperazine Tablets
 Promethazine HCL Suppositories 12.5mg; 25mg
 Propranolol HCL Tablets
 Raloxifene 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 Sprinkle 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

Case Nos.

3:16-cv-02056-MPS

3:19-cv-00710-MPS

3:20-cv-00802-MPS

Legal Notice

I Y P r d C r G r P r r Dr U d S

You Could Get Money from Current and Future Settlements

Three 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 Ascend Laboratories, Inc., Citron Pharma, LLC, and Mayne Pharma Inc.

Lawsuits continue against all other Non-Settling Defendant drug manufacturers: Actavis, Amneal, Aurobindo, Breckenridge, Dr. Reddy's, G&W, Greenstone, Lupin, Mallinckrodt (bankruptcy), Mylan, Par Pharmaceutical (bankruptcy), Perrigo, Pfizer, Sun, Taro, Teligent (bankruptcy), Teva, Upsher-Smith, Wockhardt, and Zydus.

W

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. The State Attorneys General claim that, 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.

A I d d

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).

W d S r d

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 1.05 million into the Settlement Fund, of which 741,000 is set aside for distribution and 309,000 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 be distributed at a future date pursuant to a Plan of Allocation and Distribution approved by the Court.

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.

H I

The Court has granted preliminary approval of an Allocation and Distribution Plan to distribute Consumer Restitution Funds from all the settlements to eligible consumers who timely submit a valid claim form. A claims process opened on September 22, 2026. The deadline for submitting a claim for an initial distribution is March 8, 2027. You will need to submit a claim form to receive a payment. Only signed, valid claims submitted by the claims deadline will be included in the initial distribution, though late claims may be considered for future distributions. Please visit AGGenericDrugs.com to submit a claim or obtain more information about the Allocation and Distribution Plan, a list of Drugs at Issue, and additional information about eligibility and how to file a claim. You may also register on the settlement website to receive additional information, important documents, and case updates or by calling 1-866-290-0182.

W r r

If you do nothing, you will be bound by the Settlements and the Court's decisions. If you do not want to participate and be bound by the Settlements, you must exclude yourself ("Opt out") from the Settlements 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 Settlements 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 Settlements. 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

for additional information, important documents, and case updates.

Exhibit E

Case Nos.

3:16-cv-02056-MPS

3:19-cv-00710-MPS

3:20-cv-00802-MPS

Welcome to the AG Generic Drugs Settlement Website

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

Multiple settlements have been reached with some generic prescription drug manufacturers in three lawsuits brought to states' attorney general ("States") alleging that consumers paid artificially inflated prices for certain generic prescription drugs ("States' Actions"). You may be eligible for payment of settlement proceeds if you purchased one or more of these generic drugs during the relevant time period (May 1, 2009 through December 31, 2019).

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.

Who is eligible for payment

You may be eligible if you are an individual who bought one or more Drugs at Issue in the United States between May 1, 2009, and December 31, 2019; did not buy them for resale or directly from any Defendant; are not an officer, director, management, or employee of any Defendant; and currently reside in a state, commonwealth, or territory in the United States, other than Guam or American Samoa. Eligibility is based on your current state of residence at the time you submit your claim, not where you made your purchases.

Click the button below to learn more about whether you are eligible to receive payment from settlement funds, how to submit a Claim Form, and more about the claims and distribution process. You will be redirected to another website.

LEARN WHETHER YOU MAY BE ELIGIBLE AND HOW TO SUBMIT A CLAIM FORM

Click here to learn more about whether you are eligible to receive payment from settlement funds, how to submit a Claim Form, and more about the claims and distribution process.

[SUBMIT A CLAIM FORM](#)

LEARN MORE ABOUT THE LITIGATION AND SETTLEMENTS WITH EACH DEFENDANT

[LEARN MORE ABOUT LITIGATION](#)

Settlements

Numerous settlements have been reached with several generic drug manufacturers, including Sandoz Inc., Fougere Pharmaceuticals Inc., Glenmark Pharmaceuticals, Inc., USA, Apotex Corp., Heritage Pharmaceuticals Inc., Emcure Pharmaceuticals Ltd, and Bausch Health US, LLC and Lannett Company, Inc. in lawsuits currently pending in the United States District Court for the District of Connecticut.

The lawsuits remain ongoing against non-settling defendant drug manufacturers, including Actavis, Amneal, Ascend, Aurobindo, Breckinridge, Citron, Dr. Reddy's, G&W, Greenstone, Lupin, Mallinckrodt (bankruptcy), Mayne Pharma, Mylan, Par Pharmaceutical (bankruptcy), Perrigo, Pfizer, Sun, Taro, Teligent (bankruptcy), Teva, Upsher-Smith, Wockhardt, and Zydus.

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 Settlements?

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.

Settlement With Glenmark

What does the Settlement provide?

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 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?

To receive payment, you must be eligible and submit a Claim Form. Go [here](#) to submit a claim online.

What choices do I need to make now?

Your rights related to the Glenmark settlement are explained in the Notice. The chart below provides a summary.

YOUR LEGAL RIGHTS AND OPTIONS IN THE GLENMARK SETTLEMENT		
Action	Description	Instructions & Deadlines
REGISTER TO RECEIVE FUTURE NOTICES	You will receive updates about the lawsuits, new settlements, and the claims process. Claim forms are also 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 Glenmark Settlement and eligible to file a claim for a payment (if you qualify). A claims process opened on September 22, 2026. The deadline for submitting a claim for an initial distribution is March 8, 2027. You will need to submit a claim form to get a payment. Only signed, valid claims submitted by the Claims Deadline will be included in an initial distribution, though late claims may be considered for future distributions.	
EXCLUDE YOURSELF	You will not receive a payment from the Glenmark Settlement.	To exclude yourself from this Settlement, you must fill out the requisite information at this website, or alternatively, mail a written statement to the settlement administrator as detailed in the Notice. To be timely, your request must be <u>completed online or postmarked</u> no later than October 15, 2026.
OBJECT TO THE SETTLEMENT	If you do not exclude yourself and you disagree with the Glenmark Settlement, you can write to the United States District Court for the District of Connecticut explaining why you disagree with the Settlements and any specific terms.	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 (instructions are detailed in the Notice). To be timely, you must submit your objection no later than October 15, 2026.
GO TO THE HEARING	Date of District of Connecticut Final Approval Hearing: November 5, 2026.	Ask to speak in Court about your opinion of the Settlement. To speak at the hearing you must file a Notice of Intent to Appear by October 15, 2026. (instructions are detailed in the Notice).

Settlement with Sandoz

What does the Settlement provide?

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 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?

To receive payment, you must be eligible and submit a Claim Form. Go [here](#) to submit a claim online.

What choices do I need to make now?

Your rights related to the Sandoz settlement are explained in the Notice. The chart below provides a summary.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SANDOZ SETTLEMENT		
Action	Description	Instructions & Deadlines
REGISTER TO RECEIVE FUTURE NOTICES	You will receive updates about the lawsuits, new settlements, and the claims process. Claim forms are also 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 Sandoz Settlement and eligible to file a claim for a payment (if you qualify). A claims process opened on September 22, 2026. The deadline for submitting a claim for an initial distribution is TBD. You will need to submit a claim form to get a payment. Only signed, valid claims submitted by the Claims Deadline will be included in an initial distribution, though late claims may be considered for future distributions.	
EXCLUDE YOURSELF	You will not receive a payment from the Sandoz Settlement.	To exclude yourself from this Settlement, you must fill out the requisite information at this website, or alternatively, mail a written statement to the settlement administrator as detailed in the Notice. To be timely, your request must be completed online or postmarked no later than TBD.
OBJECT TO THE SETTLEMENT	If you do not exclude yourself and you disagree with the Sandoz Settlement, you can write to the United States District Court for the District of Connecticut explaining why you disagree with the Settlements and any specific terms.	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 (instructions are detailed in the Notice). To be timely, you must submit your objection no later than TBD.
GO TO THE HEARING	Date of District of Connecticut Final Approval Hearing: TBD.	Ask to speak in Court about your opinion of the Settlement. To speak at the hearing you must file a Notice of Intent to Appear by TBD. (instructions are detailed in the Notice).

Please visit AGGenericDrugs.com or call [1-866-290-0182](tel:1-866-290-0182) for additional information, important documents, and case updates.

Documents

Last updated 10/01/2026

Plan of Allocation and Distribution of Consumer Funds

#	Title	Download
1	Proposed Order Granting Preliminary Approval of Allocation and Distribution Plan for Consumer Funds	Download
2	Plan of Allocation and Distribution of Consumer Funds	Download
3	Motion for Preliminary Approval of Allocation and Distribution Plan for Consumer Restitution Funds	Download
4	Memorandum of Law ISO Allocation and Distribution Plan for Consumer Restitution Funds	Download
5	Declaration of Claims Administrator ISO Approval of Allocation and Distribution Notice Plan	Download
6	Declaration of Claims Administrator ISO Approval of Allocation and Distribution Claims Processing Plan	Download

Sandoz Settlement

#	Title	Download
1	Motion for Preliminary Approval – Sandoz	Download
2	Proposed Order for Preliminary Approval – Sandoz	Download
3	Memo in Support of Motion for Preliminary Approval – Sandoz	Download
4	States Declaration in Support of Preliminary Approval – Sandoz	Download
5	Janowicz Declaration in Support of Preliminary Approval - Sandoz	Download
6	Short Form Notice - Sandoz	Download
7	Long Form Notice - Sandoz	Download

Glenmark Settlement

#	Title	Download
1	Long Form Notice - Glenmark	Download
2	Short Form Notice - Glenmark	Download
3	Alm Declaration in Support of Preliminary Approval - Glenmark	Download
4	Exhibits to Alm Declaration in Support of Preliminary Approval - Glenmark	Download
5	Memo of Law in Support of Preliminary Approval - Glenmark	Download
6	Motion for Preliminary Approval - Glenmark	Download
7	Proposed Order Regarding Preliminary Approval of Settlement - Glenmark	Download
8	Rust Declaration in Support of Preliminary Approval - Glenmark	Download
8	Order Granting Preliminary Approval - Glenmark Settlement	Download

Bausch/Lannett Settlement

#	Title	Download
1	Motion for Preliminary Approval - Bausch/Lannett	Download
2	Proposed Order for Preliminary Approval - Bausch/Lannett	Download
3	Memo in Support of Motion for Preliminary Approval - Bausch/Lannett	Download
4	States Declaration in Supp. Preliminary Approval - Bausch/Lannett	Download
5	Janowicz Declaration in Supp. Preliminary Approval - Bausch/Lannett	Download
6	EPP Opposition to Bausch and Lannett Settlements - Bausch/Lannett	Download
7	Order Granting Preliminary Approval - Bausch/Lannett	Download
8	Long Form Notice - Bausch/Lannett	Download
9	Short Form Notice - Bausch/Lannett	Download

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 you do not need to register again. We will continue to notify you of any future settlements and when the claim filing period begins.

Last updated 10/01/2026

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

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List of Drugs At Issue

Last updated 05/19/2025

Select Language ▼

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 accurate.

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.

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 Alopriam®	gout; issues caused by high uric acid levels
ALLOPURINOL	TABLET	300MG	Zyloprim® and Alopriam®	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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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 DIPROPIONATE	OINTMENT	0.064%/0.005%	Taclonex, Enstilar, and Wyzora	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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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 Stimat®	synthetic hormone with many uses including central diabetes insipidus, nocturnal polyuria, and bed-wetting
DESMOPRESSIN ACETATE	TABLET	0.2MG	DDAVP®, Minirin® and Stimat®	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 (DEXMETH ER)	CAPSULE	5MG	Focalin, Focalin XR	attention-deficit hyperactivity disorder (ADHD)
DEXMETHYLPHENIDATE HCL ER (DEXMETH ER)	CAPSULE	15MG	Focalin, Focalin XR	attention-deficit hyperactivity disorder (ADHD)
DEXMETHYLPHENIDATE HCL ER (DEXMETH ER)	CAPSULE	20MG	Focalin, Focalin XR	attention-deficit hyperactivity disorder (ADHD)
DEXMETHYLPHENIDATE HCL ER (DEXMETH ER)	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)

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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)

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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,	bacterial infections, severe acne, malaria prevention

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
			Oracea, Periostat, Adoxa, Ocudox, and Doryx MPC	
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, Jasmie, Yasmin and Yaz.	pregnancy prevention, acne, premenstrual dysphoric disorder
DROSPIRENONE/ETHINYL ESTRADIOL	TABLET	3MG-0.03MG	Ocella, Gianvi, Jasmie, 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)

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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, Topsylin, and Vanos	used for various skin conditions, including redness, flaking, swelling
FLUOCINONIDE	CREAM	0.10%	Lidemol, Lidex, Lyderm, Tiamol, Topactin, Topsylin, and Vanos	used for various skin conditions, including redness, flaking, swelling
FLUOCINONIDE	E CREAM	0.05%	Lidemol, Lidex, Lyderm, Tiamol, Topactin, Topsylin, and Vanos	used for various skin conditions, including redness, flaking, swelling
FLUOCINONIDE	GEL	0.05%	Lidemol, Lidex, Lyderm, Tiamol, Topactin, Topsylin, and Vanos	used for various skin conditions, including redness, flaking, swelling
FLUOCINONIDE	OINTMENT	0.05%	Lidemol, Lidex, Lyderm, Tiamol, Topactin, Topsylin, and Vanos	used for various skin conditions, including redness, flaking, swelling
FLUOCINONIDE	SOLUTION	0.05%	Lidemol, Lidex, Lyderm, Tiamol, Topactin, Topsylin, 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.

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
FLUOXETINE HCL	TABLET	60MG	Prozac	obsessive-compulsive disorder (OCD), bulimia nervosa, premenstrual dysphoric disorder (PMDD), and panic disorder.
FLURBIPROFEN	TABLET	50MG	Ansaid, Ocufer, 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, Ocufer, 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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
ISOSORBIDE DINITRATE	TABLET	10MG	Dilatrate-SR, Isordil, Isordil Titrados, Isochron	used in prevention of angina (chest pain) caused by coronary artery disease
ISOSORBIDE DINITRATE	TABLET	20MG	Dilatrate-SR, Isordil, Isordil Titrados, Isochron	used in prevention of angina (chest pain) caused by coronary artery disease
ISOSORBIDE DINITRATE	TABLET	30MG	Dilatrate-SR, Isordil, Isordil Titrados, 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)

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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, Topicaïne, 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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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, Macrochantin	bladder and urinary tract infections
NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	50MG	Furadantin, Macrobid, Macrochantin	bladder and urinary tract infections
NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	100MG	Furadantin, Macrobid, Macrochantin	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	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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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®; Ledericillin 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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
PENICILLIN V POTASSIUM	TABLET	500MG	Beepen-VK®; Betapen-VK®; Ledericillin 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 Elimate®	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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
				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 inflammatory conditions, such as swelling, severe allergies, adrenal problems, arthritis, asthma
PREDNISONE	TABLET	2.5MG	Deltasone®, Prednicot	used for various inflammatory conditions, such as swelling, severe allergies, adrenal problems, arthritis, asthma
PREDNISONE	TABLET	5MG	Deltasone®, Prednicot	used for various inflammatory conditions, such as swelling, severe allergies, adrenal problems, arthritis, asthma
PREDNISONE	TABLET	10MG	Deltasone®, Prednicot	used for various inflammatory conditions, such as swelling, severe allergies, adrenal problems, arthritis, asthma
PREDNISONE	TABLET	20MG	Deltasone®, Prednicot	used for various inflammatory conditions, such as swelling, severe allergies, adrenal problems, arthritis, asthma

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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 disease (GERD)
RANITIDINE HCL	CAPSULE	300MG	Zantac	used for heart burn and other conditions caused by stomach acid, e.g., gastroesophageal reflux disease (GERD)
RANITIDINE HCL	TABLET	150MG	Zantac	used for heart burn and other conditions caused by stomach acid, e.g., gastroesophageal reflux disease (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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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, Isonitin SR, Calan SR, Covera HS, Isonitin, Isonitin IV, Calan, Verap, Verapamil SR, Verelan, and Verelan PM	high blood pressure, hypertension; severe chest pain (angina)
VERAPAMIL	TABLET	80MG	Calan, Isonitin SR, Calan SR, Covera HS, Isonitin, Isonitin IV, Calan, Verap, Verapamil SR, Verelan, and Verelan PM	high blood pressure, hypertension; severe chest pain (angina)
VERAPAMIL	TABLET	120MG	Calan, Isonitin SR, Calan SR, Covera HS, Isonitin, Isonitin IV, Calan, Verap, Verapamil SR, Verelan, and Verelan PM	high blood pressure, hypertension; severe chest pain (angina)
VERAPAMIL SR	CAPSULE	120MG	Isonitin SR, Calan SR, Covera HS, Isonitin, Isonitin IV, Calan, Verap, Verapamil SR, Verelan, and Verelan PM	high blood pressure, hypertension; severe chest pain (angina)

Drug's Active Ingredient and/or Molecule Name	Form	Strength	Common Branded Names (For the Listed Drugs)**	Drug's Common Uses and/or Indications††
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).

[State Attorneys General Generic Drugs](#)

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[Drug List](#)

[Contact Us](#)

[FAQ - Glenmark Settlement](#)

[Opt Out Form - Glenmark Settlement](#)

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Contact Us

Last updated 03/26/2025

AG Generic Drug Litigation
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PO Box 2599
Faribault, MN 55021-9599
info@aggenericdrugs.com
1-866-290-0182

Rust Consulting | [Privacy Policy](#)

Frequently Asked Questions

Last updated 07/13/2026

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 Defendant is Glenmark Pharmaceuticals, Inc., USA.

Other defendants include Actavis, Amneal, Ascend, Aurobindo, Breckinridge, Citron, Dr. Reddy's, Fougera (see Sandoz), G&W, 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 on this [here](#).

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 [here](#) 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 Defendant is Glenmark Pharmaceuticals, Inc., USA. Previous settlements were reached with Heritage Pharmaceuticals Inc., Emcure Pharmaceuticals Ltd., Apotex Corp., Bausch Health US, LLC, Bausch Health Americas, Inc. and Lannett Company, Inc. 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 [here](#), 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.

8. What do the Settlements provide?

One Settlement is being presented to the Court for approval at this time. The Settlement Funds from this Settlement total approximately \$29.6 million, of which \$20.7 million is set aside for distribution (the “Restitution Fund”) and \$8.9 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 on the Documents page of this website, 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 [here](#) 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.

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

Unless you exclude yourself you 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 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.

To exclude yourself from the Settlements, go to the website at www.AGGenericDrugs.com and look for how to exclude yourself (or “Opt Out”).

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 *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 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
- 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.

Your Request for Exclusion must be **postmarked no later than a date to be determined later** (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?

Yes.

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 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 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 **a date to be determined later**:

COURT	COUNSEL FOR THE STATE ATTORNEYS GENERAL	COUNSEL FOR DEFENDANT GLENMARK
Clerk’s Office	Saami Zain	Michael B. Miller
Abraham Ribicoff Federal Building	Assistant Attorney General	Robert W. Manoso
United States Courthouse	New York Attorney General	Morrison Foerster
450 Main Street	28 Liberty Street,	250 W. 55th Street
Suite A012	New York, NY 10005	New York, NY 10019
Hartford, CT 06103		

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 **a date to be determined later**.

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.

16. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Final Approval Hearing on the Glenmark Settlement on a date to be determined later 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 **a date to be determined later**. 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 **a date to be determined later**);
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.

19. Where can I get more information?

This Notice summarizes the Settlements. You can get more information about the Settlements on this website, 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 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 COURTS OR THE OFFICES OF THE COURTS' CLERKS TO INQUIRE ABOUT THESE SETTLEMENTS OR THE CLAIM PROCESS.

20. Special Information for Business Entities in Idaho and Washington.

If you are a representative of a business entity in Idaho or Washington, additional information is available [here](#).

Opt Out Form

Last updated 07/13/2026

*Name

*Street Address

*City

*State

*Zip

*Phone

*I request to be excluded from the following settlements

I attest that I purchased one or more of the generic Drugs at Issue during the relevant time period.

*Date

*Signature

*As a security measure, please type in the characters displayed below.

AQ9KU3

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This field is case sensitive

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

AND NOW, upon review and consideration of the Plaintiff States' Motion for Preliminary Approval of Settlements with Defendants Ascend Laboratories, Inc. ("Ascend"), Citron Pharma, LLC ("Citron"), and Mayne Pharma Inc. ("Mayne") (collectively "Settling Defendants"), 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 States' settlements with Ascend, Citron, and Mayne ("Settlements") and finds that the

Settlements were negotiated at arm's length and entered into in good faith and 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 account 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 Defendants Ascend Laboratories, Inc., Citron Pharma, LLC, and Mayne Pharma Inc. 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 Eligible Consumers¹, the 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, therefore approves the Notice Plan for Eligible Consumers.

8. The States, through Rust Consulting, shall cause the notice to be disseminated to Eligible Consumers via direct notice to registered consumers and earned media, including press

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 Ascend, Citron, and Mayne and are used here with the same meaning.

releases, as set forth in the Notice Plan, starting within seven (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 Settlements and include filings and other documents and information regarding the Settlements as well as settlement overviews along with Eligible Consumers' options, starting within seven (7) days following the date of the entry of this Order.

10. The States shall disseminate additional notice to all potentially Eligible Consumers pursuant to and as further directed by the Court, as part of the notice plan for the States' Allocation and Distribution Plan for Consumer Restitution Funds, which the States filed on August 3, 2026, and which received preliminary approval on September 8, 2026. ECF Nos. 1034 (3:16-cv-02056-MPS), 992 (3:19-cv-00710-MPS), and 1510 (3:20-cv-00802-MPS).

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

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

13. The Court preliminarily approves allocation of 70 of the Settlement Payments to restitution, including 12,745.00 from Mayne and 7,843.00 from Ascend for restitution to Eligible Corporate Entities and 446,078.50 from Mayne and 274,509.90 from Ascend for restitution to Eligible Consumers and State Entities ("Restitution Account"), and 30 of the

Settlement Payment, equaling 191,176.50 from Mayne and 117,647.10 from Ascend to pay for the States' settlement notice and administration costs and litigation costs ("Costs Account").

14. The Court finds that the proposed allocation of the Restitution Account between Eligible 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 Eligible Consumers and to State Entities: 288,004.42 from Mayne and 177,233.78 from Ascend are allocated to Eligible Consumers ("Consumer Restitution Funds") and 158,074.08 from Mayne and 97,276.12 from Ascend is allocated to State Entities.

15. Upon final approval of the Settlements (and the approval of the Allocation and Distribution Plan for Consumer Restitution Funds), the funds allocated to State Entities may be distributed to the States to be allocated among the States at the States' discretion.

The Court granted preliminary approval of the States' Allocation and Distribution Plan on September 8, 2026. ECF Nos. 1034 (3:16-cv-02056-MPS), 992 (3:19-cv-00710-MPS), and 1510 (3:20-cv-00802-MPS). Allocation and distribution of Consumer Restitution Funds shall be determined by, and shall follow, the Allocation and Distribution Plan as further directed and approved by the Court.

Eligible Consumers and Eligible Corporate Entities in Idaho may opt out of the Settlements or comment on and object to the Settlements no later than **, 2 2** 21 days prior to the date set for the final approval hearing . Settling Defendants have made a reservation of all legal rights and defenses against Eligible Consumers and Eligible Corporate Entities who opt out of the Settlements, and nothing in the Settlements may be used against Settling Defendants in any other proceeding against Settling Defendants.

18. Eligible Consumers may also subsequently opt out of the Settlements by opting out

or excluding themselves from the States' Actions and the Allocation and Distribution Plan for consumer restitution by the opt-out deadline that is set and approved by the Court as part of the order regarding preliminary approval of the Allocation and Distribution Plan.

19. The States or their designee shall monitor and record all exclusion (opt-out) requests that are received and shall file a report with the Court no later than _____, **2 2** fourteen (14) days prior to the date set for the final approval hearing .

20. Any comments or objections to the Settlements must be mailed to the Court, with a copy provided to counsel for the States and Settling Defendants, to be received no later than _____, **2 2** twenty-one (21) days prior to the date set for the final approval hearing .

21. A deadline for Eligible Consumers to opt out of the States' litigation generally or comment on or object to the proposed Allocation and Distribution Plan was set by the Court in a separate order relating to preliminary approval of the States' Allocation and Distribution Plan.

22. The States shall file a motion for final approval of the Settlements no later than _____, **2 2** seven (7) days prior to the date set for the final approval hearing .

23. A final approval hearing shall be held before this Court at **a.m., ET, on** _____, **2 2** *not fewer than 1 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, Hartford, Connecticut 06103. At the Fairness Hearing, the Court will consider the fairness, reasonableness, and adequacy of the Settlements and whether the Settlements should be finally approved.

It is so ORDERED.

BY THE COURT:

Hon. Michael. P Shea
United States District Court