

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

**IN RE: GENERIC PHARMACEUTICALS
PRICING ANTITRUST LITIGATION**

**MDL NO. 2724
16-MD-2724**

THIS DOCUMENT RELATES TO:

HON. CYNTHIA M. RUFE

All End-Payer Plaintiffs' Actions

**END-PAYER PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF SANDOZ SETTLEMENT AND PLAN OF ALLOCATION**

Pursuant to Federal Rule of Civil Procedure 23(e)(1)(B), End-Payer Plaintiffs 1199SEIU Greater New York Benefit Fund; 1199SEIU Licensed Practical Nurses Welfare Fund; 1199SEIU National Benefit Fund; 1199SEIU National Benefit Fund for Home Care Workers; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; American Federation of State, County and Municipal Employees District Council 47 Health & Welfare Fund; City of Providence, Rhode Island; Detectives Endowment Association of the City of New York; Hennepin County; Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana; Philadelphia Federation of Teachers Health and Welfare Fund; Self-Insured Schools of California; Sergeants Benevolent Association of the Police Department of the City of New York Health and Welfare Fund; UFCW Local 1500 Welfare Fund; Uniformed Fire Officers Association Family Production Plan Local 854; and United Food & Commercial Workers and Employers Arizona Health & Welfare Trust; Nina Diamond; Ottis McCrary; Valerie Velardi; and Robby Johnson (collectively, the "EPPs"), respectfully move for entry of the Proposed Order submitted herewith providing for: (1) final

approval of the proposed Settlement Agreement between EPPs and Defendants Sandoz Inc. and Fougere Pharmaceuticals (collectively, “Sandoz”); (2) final certification of the EPP Sandoz Settlement Class; and (3) final approval of EPPs’ proposed Plan of Allocation.

In support of this Motion, Settling Plaintiffs rely upon the accompanying Memorandum of Law, the Declaration of Eric J. Miller, the Declaration of Matthew D. Kent, and the exhibits thereto.

Sandoz does not oppose this motion.

Dated: July 8, 2025

Respectfully submitted,

/s/ Roberta D. Liebenberg

Roberta D. Liebenberg
FINE, KAPLAN AND BLACK R.P.C.
One South Broad Street, 23rd Floor
Philadelphia, Pennsylvania 19107
(215) 567-6565
rliebenberg@finekaplan.com

*Lead and Liaison Counsel for End-Payer
Plaintiffs*

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MOTION FOR FINAL APPROVAL OF SANDOZ SETTLEMENT AND PLAN OF
ALLOCATION**

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I. INTRODUCTION

End-Payer Plaintiffs (“EPPs”),¹ on behalf of the End-Payer Settlement Class (“EPP Settlement Class” or “Settlement Class”), seek final approval of their Settlement with Sandoz Inc. and Fougera Pharmaceuticals (“Sandoz”).² The Settlement was the product of arm’s-length negotiations between experienced antitrust counsel and was reached after more than eight years of hard-fought litigation that has included extensive fact discovery and motion practice. It received this Court’s preliminary approval on February 19, 2025. **MDL Doc. 3257 (“Preliminary Approval Order” or “PAO”).** The Preliminary Approval Order also preliminarily certified the EPP Settlement Class, appointed Settlement Class Counsel and

¹ EPPs are 1199SEIU Greater New York Benefit Fund; 1199SEIU Licensed Practical Nurses Welfare Fund; 1199SEIU National Benefit Fund; 1199SEIU National Benefit Fund for Home Care Workers; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; American Federation of State, County and Municipal Employees District Council 47 Health & Welfare Fund; City of Providence, Rhode Island; Detectives Endowment Association of the City of New York; Hennepin County; Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana; Philadelphia Federation of Teachers Health and Welfare Fund; Self-Insured Schools of California; Sergeants Benevolent Association of the Police Department of the City of New York Health and Welfare Fund; UFCW Local 1500 Welfare Fund; Uniformed Fire Officers Association Family Production Plan Local 854; and United Food & Commercial Workers and Employers Arizona Health & Welfare Trust; Nina Diamond; Ottis McCrary; Valerie Velardi; and Robby Johnson.

² A copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Roberta D. Liebenberg in Support of End-Payer Plaintiffs’ Motion for Preliminary Approval of Sandoz Settlement. **MDL Doc. 3253-2 (“Liebenberg Declaration”); MDL Doc. 3253-2 at 8-35 (“Sandoz Settlement,” “Settlement,” or “Settlement Agreement”); MDL Doc. 3253 (“Motion for Preliminary Approval”).** Capitalized terms in this Memorandum incorporate the defined terms from the Settlement Agreement.

Settlement Class Representatives, appointed a Notice Administrator, and approved the form and manner of Notice to the Settlement Class.

The Settlement provides for a settlement fund totaling \$275,000,000 (which could be reduced by a maximum of \$45,000,000 to account for opt-outs)³ (the “Settlement Fund”) for the benefit of Consumers and Third-Party Payers (“TPPs”) who are members of the EPP Settlement Class. The Settlement also provides for cooperation from Sandoz. In exchange, EPPs and the EPP Settlement Class agree to release all of their claims against Sandoz that arise out of the conduct alleged in this litigation. The Settlement is the largest settlement to date between a Defendant and any of the plaintiff groups in this MDL. It is an excellent result for the Settlement Class and is well within the range of reasonableness. It is in the best interest of the proposed Settlement Class Members, is fair, reasonable, and adequate, and warrants final approval under Federal Rule of Civil Procedure 23(e)(2).

The proposed Plan of Allocation for the Settlement Fund,⁴ which was developed by EPP Class Counsel and is independent of their Settlement Agreement with Sandoz, also is fair,

³ The total Opt-Out Reduction cannot be calculated at this time because there are a number of opt-out requests that are in dispute (the “Disputed Opt-Outs”). Pursuant to the Court’s Preliminary Approval Order, EPPs filed a Motion to Reject Certain Requests for Exclusion from the Sandoz Settlement Class. MDL Doc. 3444 (Motion); 3445 (Memo., Redacted); 3447 (Memo., Filed Under Seal Subject to Motion to Seal). The entities whose requests EPPs are disputing filed Oppositions, MDL Docs. 3482, 3483, 3487, 3488, 3489, and EPPs’ will file their Reply tomorrow. Not accounting for the Disputed Opt-Outs or interest accrued, the Opt-Out Reduction currently stands at \$30,000,000, and the net Sandoz Settlement Fund therefore amounts to \$240,000,000, which could be modestly reduced depending on the outcome of the Disputed Opt-Outs. Pursuant to the PAO, EPPs submit the list of valid opt-out requests at **Exhibit 3 hereto (“List of Valid Opt-Outs”).**

⁴ A copy of EPPs’ Proposed Plan of Allocation for the EPP Sandoz Settlement is attached as Exhibit 6 to EPPs’ Memorandum in Support of End-Payer Plaintiffs’ Motion for Preliminary

reasonable, and adequate because it distributes the funds equitably among Settlement Class Members. Each class member will be awarded a *pro rata* distribution of the net Settlement Fund based on their dollar spend for Drugs at Issue relative to the spend of other class members. The award therefore is based on the extent of each class member's injury. That is reasonable and merits final approval under Rule 23(e)(2).

Counsel for the Settlement Class ("EPP Class Counsel"), through A.B. Data, the Court-appointed Notice Administrator, began disseminating Notice of the Settlement to the Class on March 10, 2025, in accordance with the Court-approved Notice Plan.⁵ Notice was extensive. It consisted of robust Consumer and TPP digital media campaigns that posted English and Spanish-language banner ads on various websites (including AARP.org) and social media platforms (including YouTube and Instagram) for a period of 45 days; ad placement on professional websites frequented by those in the TPP industry; publication notice in *People* magazine; distribution of the summary notice through *PR Newswire* channels designed to reach both English and non-English speakers; a dedicated telephone information line; and a dedicated Settlement Website, GenericDrugsEndPayerSettlement.com, that posted the Long-Form Notice,

Approval of Sandoz Settlement. **MDL Doc. 3253-1 at 84-93 ("Plan of Allocation" or "Allocation Plan")**.

⁵ See Declaration of Eric J. Miller [Senior Vice President of A.B. Data] Regarding (A) Mailing of the Postcard Notice; (B) Publication of Summary Notice; and (C) Report on Exclusions, Objections, and Requests to Speak at Fairness Hearing Received to Date, submitted herewith ("**Miller Decl.**") ¶¶ 3-13 (describing compliance with the Notice Plan submitted at **MDL Doc. 3253-3 at 41-79 ("Notice Plan")**) and described in the Declaration of Elaine Pang of A.B. Data submitted at **MDL Doc. 32533-3 at 1-14 ("Pang Decl.")**); PAO ¶¶ 8-17 (approving Notice Plan).

information relevant to the Settlement, and the contact information for the Notice Administrator and EPP Class Counsel. In addition, A.B. Data sent direct notice to 42,493 TPPs and TPP-related entities.

As discussed more fully below, the response has been overwhelmingly positive. *No class members have objected to the Settlement.* The only objections that have been received are from certain state attorneys general (the “States”), who are not Settlement Class Members and are litigating their claims in another forum, and three opt-out insurers, who also are not class members and object only to the Court’s opt-out procedures. EPPs respectfully submit that, for the reasons outlined in Section VIII, the States’ objections are without merit and should be overruled; and for the reasons set forth in EPPs’ Response to Certain Insurance Companies’ Objections to the Sandoz Settlement (MDL Doc. 3446), the opt-out insurers’ objections are without merit and should be overruled.⁶

In addition, the Court’s preliminary decision to certify the Settlement Class should be made final. The Court’s Preliminary Approval Order found that the Settlement Class met Rule

⁶ Blue Cross and Blue Shield of Florida (“BCBS FL”), Blue Cross and Blue Shield of Kansas City (“BCBS KC”), and Centene Corporation (“Centene”) opted out of the class but also filed objections to the Court’s opt-out requirements. MDL Docs. 3376, 3377 and 3379. EPPs have responded to those objections – none of which are to any substantive aspect of the Settlement -- in separate filings. **MDL Doc. 3446 (“EPP Response to Opt-Out Insurer Objections”)**. As set forth in greater detail in that response, EPPs respectfully request that BCBS FL and BCBS KC’s objections be overruled because (1) as opt outs, they lack standing to object to the Settlement; (2) their arguments have already been addressed and rejected by this Court; and (3) their objections, which focus solely on the appropriate procedure for opting out, have no bearing on the fairness, reasonableness, or adequacy of the Settlement. EPPs request that Centene’s objection, which focused on the opt-out procedure for a corporate entity’s subsidiaries, be dismissed as moot because EPPs do not dispute that Centene can opt out its subsidiaries.

23's prerequisites for class certification. No new information has emerged to cast doubt on the Court's preliminary certification of the Settlement Class.⁷ Each of the requirements of Rule 23(a) and 23(b)(3) remains satisfied.

Accordingly, EPPs respectfully request that the Court enter an Order in the form submitted herewith ("**Proposed Order**") for: (1) final approval of the Settlement Agreement; (2) final certification of the Settlement Class for settlement purposes only; and (3) final approval of the Plan of Allocation.

II. BACKGROUND

EPPs incorporate by reference the discussion of the background and procedural history of this litigation contained in their Memorandum in Support of Their Motion for Preliminary Approval. MDL Doc. 3253-1. In sum, the EPP Settlement Class consists of many thousands, if not millions, of Consumers and TPPs who will benefit from this Settlement. This litigation has been vigorously prosecuted for nine years. It includes 18 single-drug cases and two cases alleging overarching conspiracies. It has progressed through many rounds of motions to dismiss, dozens of discovery disputes, certification of the bellwether classes, and preparation of the bellwether cases for trial (including multiple *Daubert* and summary-judgment motions, and arguments). EPP Class Counsel have unwaveringly represented EPPs and have invested significant time and expense in doing so. They submit that this Settlement is the best resolution

⁷ Defendants' pending appeal of the Court's certification of the bellwether classes has no bearing on the suitability of the Settlement Class.

the Settlement Class could achieve from these Defendants at this time, and that it is an excellent settlement for the class.

III. MATERIAL TERMS OF THE SETTLEMENT

The Settlement defines the EPP Settlement Class as follows:

[A]ll persons and entities in each of the 50 United States (except Indiana and Ohio), as well as the District of Columbia, Puerto Rico and the U.S. Virgin Islands, 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 through December 31, 2019. This class excludes: (a) Defendants, their officers, directors, management, employees, subsidiaries and affiliates; (b) all federal governmental entities; (c) all state governmental entities (except for cities, towns, municipalities, counties and other local governmental entities with self-funded prescription drug plans, all of which are included in the class); (d) all governmental Medicaid agencies, private Medicaid managed care organizations, and consumers who were covered by Medicaid for their purchases of Drugs at Issue; and (e) Judges assigned to this case and any members of their immediate families. For avoidance of doubt, the class does not include (i) persons or entities who only purchased Drugs at Issue for purposes of resale or directly from Defendants; (ii) fully insured employers to the extent that they use fully-insured plans (*i.e.*, employers that purchased insurance covering 100% of their reimbursement obligation to members); and (iii) pharmacy benefit managers. Where a putative class member has purchases that meet the definition of the EPP Settlement Class, but also has purchases that fall within one or more of the exclusions set forth in this Paragraph I.J., that putative class member is included in the EPP Settlement Class only with respect to those purchases that meet the definition of the EPP Settlement Class.

Settlement Agreement ¶ I.J.

Pursuant to the Settlement Agreement, Sandoz has paid \$275,000,000 (the “Settlement Amount”) into an escrow account at Huntington Bank for the benefit of the EPP Settlement Class, and that account has been accruing interest. *Id.* ¶¶ I.I, II.A. The Settlement Amount may

be reduced by up to \$45,000,000, depending on the level of valid and timely requests for exclusion from Settlement Class Members. *Id.* ¶ V. The Settlement Agreement also requires Sandoz to provide cooperation in the following areas: (1) promptly providing any additional documents, data or materials produced in the Actions; (2) using reasonable efforts to assist EPPs with understanding data produced by Sandoz and providing additional data if necessary; (3) using reasonable efforts to authenticate and lay the foundation to admit as business records, where applicable, documents and/or things produced by Sandoz in the actions; and (4) good faith consideration of reasonable requests for additional assistance. *Id.* ¶ VII.

In exchange for the valuable consideration described above, members of the EPP Settlement Class will release Sandoz from all claims “that were asserted or that could have been asserted,” *id.* ¶ I.Q, related to “antitrust, price fixing, market allocation, bid-rigging, unfair competition, consumer protection, ‘overarching conspiracy,’ unjust enrichment, fraud, or false claims, and/or any other anticompetitive or unfair conduct related to or based on, in whole or in part, the allegations in the Actions, in connection with the manufacture, sale or distribution of Drugs at Issue or any other generic drug for which claims could have been asserted based on the facts alleged in any of the complaints filed in the Actions,” including “any claims related to or arising out of the spin-off and transfer of assets among Novartis AG, Sandoz AG, Sandoz Group AG, and Sandoz Inc.” *id.* ¶ I.B. *See also id.* ¶¶ I.H, I.R, VI. Unrelated claims such as those for breach of contract, unfair marketing or advertising, or violations of securities laws will not be released. *Id.* ¶ I.Q.3.

IV. IMPLEMENTATION OF THE NOTICE PLAN AND REACTION OF THE CLASS TO THE SETTLEMENT

In granting preliminary approval of the Settlement, the Court found that the proposed form and manner of notice set forth in the proposed Notice Plan satisfied the requirements of Rule 23(e) and due process and were otherwise fair and reasonable. As reflected in the Miller Declaration, the Notice Plan was fully implemented as approved.

A.B. Data commenced notice on March 10, 2025 by sending direct notice by mail to 42,493 entities and by email to 1,522 entities who were TPPs or TPP-related entities. Miller Decl. ¶¶ 4-5; **Miller Decl. Ex. A (“Summary Notice”)**. This notice was designed to reach thousands of additional TPPs, beyond those who received direct notice, because notice is often forwarded by PBMs, TPAs, and other organizations that provide administrative services, who have a history of advising their clients of the pendency of class actions. *See* Expert Declaration of Eric J. Miller, executed November 1, 2023, 16-CB-27242, ECF 239-3 ¶ 9; 16-CM-27242, ECF 183-3 ¶ 9.

On the same day, A.B. Data sent notice in the form of a news release via *PR Newswire’s US1* and *Multicultural Newslines*, which was distributed to the news desks of approximately 10,000 newsrooms across the United States, including those in general-market print, broadcast, and digital media. Miller Decl. ¶ 11. Distribution to both the US1 and Multicultural Newslines ensured that Notice of the Settlement would reach English-speaking outlets and Hispanic, Asian, and other ethnic-focused outlets. Notice Plan at 15. The news release informed both Consumers and TPPs about the Settlement and directed them to visit the Settlement Website for more information. *See* **Miller Decl. Ex. D (“Press Release”)**.

Also on that day, A.B. Data commenced the robust Consumer and TPP digital media campaign outlined in the Notice Plan, and the campaign lasted for 45 days. Miller Decl. ¶¶ 6-10.

As part of the digital media campaign, A.B. Data caused digital banner ads and social media newsfeed ads (in English and Spanish) to appear on various websites using networks such as Google Display Networks, Google AdWords, and programmatic platforms. *Id.* ¶¶ 6-7; *see also Miller Decl. Ex. B (“Banner Ad Notices”)*. A.B. Data also caused ads to appear on the AARP.org network, in an AARP.org eNewsletter, and on social media platforms (*e.g.*, Facebook, YouTube, and Instagram). *Id.* ¶¶ 6-7. When clicked, the banners directed potential EPP Settlement Class Members to the Settlement Website. *Id.* ¶ 6. To specifically reach TPP EPP Settlement Class Members, A.B. Data caused digital banner ads to appear on BenefitNews.com, ThinkAdvisor.com/life-health; and SHRM.org., which are websites that are positioned to provide notice to insurance agents, brokers, human resource management, and related TPP professionals. *Id.* ¶ 8.

In addition to digital media notice, A.B. Data caused the Summary Notice to be published in *People* magazine, one of the leading consumer magazines in the United States with a broad reach of the target Consumer audience. *Id.* ¶ 10; *see also Miller Decl. Ex. C (“Publication Notice”)*. The total audience size of *People* magazine is approximately 11.3 million (print and digital combined), and the one-time publication of the Summary Notice in *People* is estimated to have reached 2,500,000 individuals. Notice Plan at 14.

The Settlement Website and toll-free informational telephone number went live on the day that notice commenced. *Miller Decl.* ¶¶ 12-13. The Settlement Website posted the Summary and Long-Form Notices, the Settlement Agreement, filings related to the Settlement, and the contact information of both A.B. Data and EPP Class Counsel. **Miller Decl. Ex. F (“Settlement Website Page Printouts”); Miller Decl. Ex. E (“Long-Form Notice”)**. It also allowed for

Settlement Class Members to register online in order to receive updates on the Settlement and information on how to submit a claim when the claims process opens. *See Miller Decl. Ex. F at 5-6 (“Registration Form”)*. The case-specific toll-free number has an interactive voice response system and live operators to accommodate potential EPP Settlement Class Members with questions about the Action. Miller Decl. ¶ 13. An automated attendant answers the calls and presents callers with a series of choices to respond to basic questions. *Id.* If callers need further help, they have the option of being transferred to a live operator during business hours. *Id.* A.B. Data continues to maintain the telephone helpline and will update the interactive voice response system as necessary through the administration of the Settlement. *Id.*

In addition, Sandoz has complied with its notification obligations under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715. *See Declaration of Matthew D. Kent Regarding Notice of Proposed Settlement Pursuant to 28 U.S.C. § 1715*, submitted herewith.

By all metrics, implementation of the Notice Plan has been successful. 42,493 TPPs and TPP-related entities were sent direct notice via U.S. Mail, and 1,522 TPP and TPP-related entities were sent direct notice via email. The media plan has resulted in Banner Ad Notices creating 354.9 million digital impressions⁸ (Miller Decl. ¶¶ 6-7); a Print Publication reaching 2,500,000 individuals (Notice Plan at 14); and a press release reaching approximately 10,000 newsrooms (Miller Decl. ¶ 11). A.B. Data estimates that the media plan has reached at least 86%

⁸ The term “digital impression” refers to a single instance in which a piece of digital content—such as an advertisement, social media post, or webpage—is displayed on a user’s screen. It indicates that the content was rendered and had the potential to be seen, regardless of whether the user actively engaged with it. Miller Decl. ¶ 6.

of the target Consumer audience. *Id.* ¶ 3. This is beyond the reach originally predicted by A.B. Data, and it is within the 70-95% range deemed reasonable in the Federal Judicial Center’s Guidelines. *See* Federal Judicial Center, “Judges’ Class Action Notice and Claims Process Checklist” at 3, available at www.fjc.gov/sites/default/files/2012/NotCheck.pdf; *see also* Pang Decl. ¶ 42 (estimating that Notice Plan would reach at least 81% of the target audience).

Based on the notice commencement date, the deadline to object to or opt out of the Settlement was May 9, 2025. *No Settlement Class Members have objected* to any aspect of the Settlement, the Plan of Allocation, or the Petition for Attorneys’ Fees, Costs and Service Awards.

Only one Consumer requested to opt out. With respect to TPPs, EPPs have received fifty-four exclusion requests from entities that have filed individual lawsuits in this MDL, including five insurers. In addition, five self-insured municipalities, five self-insured businesses, and 17 more insurance companies submitted notices of exclusion. Of the 22 total opt-out insurers, eleven sought exclusion only on behalf of themselves and their corporate affiliates. The other eleven insurers submitted requests to exclude not only themselves, but also class members to whom they provide administrative services (“ASO Clients”). Ten of those requests are Disputed Opt-Out Requests, and EPPs filed a motion on June 9, 2025 asking the Court to reject them. *See* n.3, *supra*.

V. THE COURT SHOULD GRANT FINAL CERTIFICATION TO THE EPP SANDOZ SETTLEMENT CLASS

The Court found in its Preliminary Approval Order that the Settlement Class met all the prerequisites for class certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure. PAO ¶ 4. Since that time, nothing has happened that would cast doubt on that

decision. Accordingly, and for the reasons outlined in EPPs’ Motion for Preliminary Approval (MDL Doc. 3253) and the memoranda of law and other materials filed in support of that motion (MDL Docs. 3253-1 to 3253-4), the Court should grant final certification of the Settlement Class and make a final appointment of the Settlement Class Representatives and Settlement Class Counsel per the Proposed Order.

VI. FINAL APPROVAL OF THE EPP SANDOZ SETTLEMENT IS APPROPRIATE

The Third Circuit has a “strong judicial policy in favor of class action settlement.” *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 595 (3d Cir. 2010). When reviewing a settlement, the Third Circuit has repeatedly stressed that “we favor the parties reaching an amicable agreement and avoiding protracted litigation. We do not wish to intrude overly on the parties’ hard-fought bargain.” *In re Google Inc. Cookie Placement Consumer Priv. Litig.*, 934 F.3d 316, 326 (3d Cir. 2019) (“*In re Google Inc.*”) (internal citation omitted). “Settlement agreements are to be encouraged because they promote the amicable resolution of disputes and lighten the increasing load of litigation faced by the federal courts.” *Ehrheart*, 609 F.3d at 595. “The law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.” *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995). Thus, “[t]here is an overriding public interest in settling class action litigation, and it should therefore be encouraged.” *In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litig.*, No. 13-MD-2445, 2024 WL 815503, at *5 (E.D. Pa. Feb. 27, 2024).

In evaluating whether a settlement is fair, reasonable and adequate, Rule 23(e)(2) requires the Court 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; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2). The 2018 Advisory Committee Notes to Subdivision 23(e)(2) explain that the "core concerns" listed in the text of Rule 23(e)(2) and set forth above do not "displace" a court's consideration of the other factors that have been adopted by each Circuit Court to assess the fairness of a class settlement.

In the Third Circuit, courts have traditionally considered nine factors when determining the fairness of a proposed settlement, as set forth in *Girsh v. Jepsen*, 521 F.2d 153, 157 (3d Cir. 1975). The *Girsh* factors, which significantly overlap with the Rule 23(e)(2) factors, are: "(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." *Id.* (internal quotation marks and citation omitted); *see also In re Google Inc.*, 934 F.3d at 322 n.2 (quoting *Girsh* factors); *In re Prudential Ins. Co. Am. Sales*

Practice Litig. Agent Actions, 148 F.3d 283, 323 (3d Cir. 1998) (listing additional factors that the court may consider if relevant).

A. The Settlement is Entitled to a Presumption of Fairness

In the Third Circuit, a class action settlement is entitled to a presumption of fairness if “(1) the negotiations occurred at arm’s length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.” *In re Google Inc.*, 934 F.3d at 326 (citations omitted). Here, the Settlement is the product of arm’s length settlement negotiations; those negotiations were conducted by experienced counsel after extensive discovery; and not one class member has objected. Therefore, under the standards that apply in this Circuit, the Settlement is presumptively fair. Further, when examined “with care” in accordance with the Third Circuit’s guidance for evaluating class action settlements (*see, e.g., In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004)), the Settlement merits final approval.

B. Settlement Class Counsel and the Settlement Class Representatives Have Adequately Represented the Settlement Class (Fed. R. Civ. P. 23(e)(2)(A))

Since being appointed by the Court, EPP Settlement Class Counsel vigorously and skillfully litigated this case through extensive motion practice and discovery. Liebenberg Decl. ¶¶ 6-14. They have used their skills, prior experience, and familiarity with the facts and law in this case to negotiate the Settlement with Sandoz. Likewise, the proposed Settlement Class Representatives have fulfilled their responsibilities on behalf of the Settlement Class. They have worked closely with Class Counsel on the litigation, reviewed pleadings, and responded to discovery requests; many of them also have sat for depositions. *Id.* ¶ 13.

C. The Settlement Was Negotiated at Arm's Length (Fed. R. Civ. P. 23(e)(2)(B))

Courts generally give deference to settlements that result from arm's length negotiations between experienced counsel. "Though the ultimate determination of the fairness of a partial settlement is left to the court, it is appropriate to give substantial weight to the recommendations of experienced attorneys, who have engaged in arms-length settlement negotiations, in making this determination." *In re Automotive Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2003 WL 23316645, at *2 (E.D. Pa. Sept. 5, 2003). "A presumption of correctness is said to attach to a class settlement reached in arms-length negotiations between experienced, capable counsel." *In re Nat'l Football League Players' Concussion Inj. Litig.*, 307 F.R.D. 351, 387 (E.D. Pa. 2015) (quoting *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 640 (E.D. Pa. 2003) (internal quotation marks and alterations omitted)). *See also Whiteley v. Zynerba Pharms., Inc.*, No. 19-cv-4959, 2021 WL 4206696, at *4 (E.D. Pa. Sept. 16, 2021) ("Courts generally recognize that a proposed class settlement is presumptively valid where . . . the parties engaged in arm's length negotiations after meaningful discovery.") (citation omitted).

Here, the parties engaged in arm's length negotiations conducted by counsel highly experienced in antitrust litigation and settlement. Liebenberg Decl. ¶ 21. The negotiations were quite lengthy and hard fought, taking place over the course of approximately a year. *See id.* ¶¶ 15-18. Throughout that time, EPP Settlement Class Counsel analyzed the risks and benefits of settling, made numerous settlement demands and considered numerous counteroffers from experienced counsel representing Sandoz. *See id.* ¶¶ 15-23.

D. The Relief Provided for the Settlement Class Is Adequate (Fed. R. Civ. P. 23(e)(2)(C))

1. The Settlement Accounts for the Costs, Risks, and Delays of Trial and Appeal (Fed. R. Civ. P. 23(e)(2)(C)(i))

Rule 23(e)(2)(C)(i) asks the Court to consider “the costs, risks, and delay of trial and appeal.” An analysis of the nine *Girsh* factors demonstrates that in light of the costs, risks, and delay of further litigation, the Settlement is fair, reasonable, and adequate. *Braun v. Philadelphia Inquirer, LLC*, No. 22-CV-4185-JMY, 2025 WL 1314089, at *8 (E.D. Pa. May 6, 2025) (“Rule 23(e)(2)(C)’s requirement that the settlement provide adequate relief for the class largely overlaps with the *Girsh* factors.”); *In re Generic Pharms. Pricing Antitrust Litig.*, No. 16-MD-2724, 2025 WL 845896, at *4 n.29 (E.D. Pa. Mar. 17, 2025) (noting overlap).

a. Complexity, Expense, and Likely Duration of the Litigation

A settlement is favored when “continuing litigation through trial would have required additional discovery, extensive pretrial motions addressing complex factual and legal questions, and ultimately a complicated, lengthy trial.” *Warfarin*, 391 F.3d at 536. Courts routinely recognize that antitrust actions are particularly complex. *See, e.g., In re Comcast Corp. Set-Top Cable Television Box Antitrust Litig.*, 333 F.R.D. 364, 380 (E.D. Pa. 2019) (“Antitrust class actions are particularly complex to litigate and therefore quite expensive. An antitrust class action is arguably the most complex action to prosecute.”) (internal quotation marks and citations omitted); *McDonough v. Toys “R” Us, Inc.*, 80 F. Supp. 3d 626, 640 (E.D. Pa. 2015) (same); *In re Flonase Antitrust Litig.*, 291 F.R.D. 93, 99, 104 (E.D. Pa. 2013) (same); *In re Linerboard Antitrust Litig.*, 296 F. Supp. 2d 568, 577 (E.D. Pa. 2003) (“An antitrust class action is arguably the most complex action to prosecute”) (internal quotation marks and citation omitted). This

particular antitrust class action is more complex than most, given that it involves sophisticated drug pricing mechanisms, 197 drugs at issue, and dozens of defendants.

If litigation were to continue between EPPs and Sandoz, EPPs would face risks, expenses and challenges, including – in just the bellwether cases – summary judgment, the appeal of this Court’s class certification decision, trials, and post-trial appeals. And then there would be the full gamut of work and risks in the cases involving the remaining 195 drugs. The complexity, expense, and likely duration of this antitrust class action weigh in favor of approving the Settlement.

b. The Reaction of the Settlement Class to the Settlement

A “minimal number of objections and requests for exclusion” favors final approval. *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 321 (3d Cir. 2011). Here, the Notice Plan included direct email notice to 42,493 TPPs and TPP-related entities via U.S. Mail, direct notice to 1,522 TPP and TPP-related entities via email, and media notice that reached an estimated 86% of Consumers who are potential Settlement Class Members (Miller Decl. ¶ 3), and it encompassed Banner Ad Notices that created 354.9 digital impressions (Miller Decl. ¶¶ 6-7); a Print Publication reaching 2,500,000 individuals (Notice Plan at 14); and a press release reaching approximately 10,000 newsrooms (Miller Decl. ¶ 11). In response to this robust dissemination of notice, no class member has objected to the Settlement, the Allocation Plan, the request for attorneys’ fees, expenses and service awards, or anything else. Only one Consumer and 81 TPPs have submitted requests for exclusion. The “vast disparity between the number of potential class members who received notice of the Settlement and the number of objectors creates a strong

presumption that this factor weighs in favor of the Settlement.” *In re Cendant Corp. Litig.*, 264 F.3d 201, 235 (3d Cir. 2001).⁹

c. The Stage of the Proceedings and the Sufficiency of Discovery

“The third *Girsh* factor captures the degree of case development that class counsel [had] accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating.” *In re Nat’l Football League Players Concussion Inj. Litig.*, 821 F.3d 410, 438–39 (3d Cir. 2016), *as amended* (May 2, 2016) (internal quotation marks and citation omitted). In considering this factor, “[w]hat matters is not the amount or type of discovery class counsel pursued, but whether they had developed enough information about the case to appreciate sufficiently the value of the claims.” *Id.* at 439. This case had been pending for more than eight years by the time EPPs and Sandoz entered the Settlement. During that time, the parties briefed numerous motions to dismiss, conducted extensive discovery, reviewed voluminous records, and took numerous depositions. As a result of the extensive litigation that has occurred to date, EPP Settlement Class Counsel possess the information necessary to evaluate the proposed Sandoz Settlement in light of the costs, risks, and delays associated with litigating these cases through trials. This factor weighs in favor of final

⁹ See also *Prudential*, 148 F.3d at 318 (affirming district court’s conclusion that reaction of class was favorable when 19,000 out of 8 million class members opted out and 300 objected); *Braun*, 2025 WL 1314089, at *9 (no objections and only four requests for exclusion in a class of approximately 180,000 individuals favored final approval); *In re Suboxone*, 2024 WL 815503, at *7 (factor favored final approval where “in response to widespread notice, no objections have been received”); *Jackson v. Wells Fargo Bank, N.A.*, 136 F. Supp. 3d 687, 701-02 (W.D. Pa. 2015) (stating that objections and opt-outs constituting less than a fraction of one-percent of class size “are a positive indicator”).

approval. *See In re Generic Pharms. Pricing Antitrust Litig.*, 2025 WL 845896, at *4 (factor satisfied where “[t]here has been extensive motion practice and discovery through which the parties have learned of the claims”).

d. The Risks of Establishing Liability and Damages

The risks of establishing liability and damages also strongly support approval of the Settlement. Although EPPs and their counsel have confidence in EPPs’ claims, a favorable outcome against Sandoz was far from assured. *See In re Processed Egg Prods. Antitrust Litig.*, No. 08-md-2002, 2012 WL 5467530, at *4 (E.D. Pa. Nov. 9, 2012) (“[A]ntitrust class action litigation is complex, and . . . inherently rife with risk and unpredictability in terms of ultimately prevailing to establish liability and damages.”); *Calhoun v. Invention Submission Corp.*, 2023 WL 2411354, at *13 (W.D. Pa. Mar. 8, 2023) (finding that “certainty and immediacy of a recovery through settlement and the benefits that the Settlement Class Members will receive” warranted preliminary approval); *In re Mercedes-Benz Emissions Litig.*, No. 16-CV-881, 2021 WL 8053614, at *4 (D.N.J. July 12, 2021) (finding that settlement approval was appropriate where “[e]ven if [plaintiffs] did win at trial and on appeal, relief for the Class was likely years away as a result of the lengthy litigation process. The Mercedes Settlement eliminates these risks, cuts through the delay, and provides immediate and significant benefits to Class Members.”). This factor weighs in favor of approval of the Settlement.

e. Likelihood of Maintaining the Class Action Through Trial

This factor “measures the likelihood of obtaining and keeping a class certification if the action were to proceed to trial.” *Warfarin*, 391 F.3d at 537. “Because class certification is subject to review and modification at any time during the litigation, the uncertainty of maintaining class

certification favors settlement.” *In re Comcast Corp. Set-Top Cable Television Box Antitrust Litig.*, 333 F.R.D. at 383. The risks of obtaining and maintaining class certification through trial are evident here, where the Third Circuit has granted the Rule 23(f) petition of the non-settling Defendants in the bellwether cases. This factor weighs in favor of final approval.

f. The Ability to Withstand a Greater Judgment

The ability of a defendant to withstand a greater judgment “is most relevant when the defendant’s professed inability to pay is used to justify the amount of the settlement.” *In re Nat’l Football League Players’ Concussion Inj. Litig.*, 821 F.3d at 440. Where, as here, a defendant “d[oes] not cite potential financial instability as justification for the settlement’s size,” the factor is neutral and irrelevant. *Id.*; see also *In re Nat. Football League Players’ Concussion Inj. Litig.*, 307 F.R.D. at 394 (“However, when there is no reason to believe that [d]efendants face any financial instability[, ... this factor is largely irrelevant.”) (internal quotation marks and citation omitted); *In re Remicade Antitrust Litig.*, No. 17-CV-04326, 2023 WL 2530418, at *16 (E.D. Pa. Mar. 15, 2023) (“There is no reason to believe Defendants are financially unstable, but the fact that it could withstand a larger judgment weighs neither in favor of nor against approving the Settlement.). Here, Sandoz does not claim inability to pay, so this factor is irrelevant.

g. The Range of Reasonableness of the Settlement in Light of the Best Possible Recovery and in Light of All Attendant Risks of Litigation

The eighth and ninth *Girsh* factors entail an analysis of whether a settlement is reasonable in light of the best possible recovery and the attendant risks of litigation. The Settlement here warrants approval under these tests. “The last two *Girsh* factors evaluate whether the settlement represents a good value for a weak case or a poor value for a strong case. These factors test two

sides of the same coin: reasonableness in light of the best possible recovery and reasonableness in light of the risks the parties would face if the case went to trial.” *Zanghi*, 2016 WL 223721, at *19.

“The reasonableness of a proposed settlement is assessed by comparing ‘the present value of the damages plaintiffs would likely recover if successful [at trial], appropriately discounted for the risk of not prevailing . . . with the amount of the proposed settlement.’” *Sullivan v. DB Invs., Inc.*, 667 F.3d at 323-24 (quoting *Prudential*, 148 F.3d at 322). “While the court is obligated to ensure that the proposed settlement is in the best interest of the class members by reference to the best possible outcome, it must also recognize that settlement typically represents a compromise and not hold counsel to an impossible standard.” *In re Aetna Inc. Sec. Litig.*, MDL 1219, 2001 WL 20928, at *6 (E.D. Pa. Jan. 4, 2001).

Courts “examine what the potential rewards (or downside) of [the] litigation might have been had class counsel elected to litigate the claims rather than settle them.” *In re Gen. Motors Corp.*, 55 F.3d at 814. But in doing so, the “court should avoid conducting a mini-trial and must, to a certain extent, give credence to the estimation of the probability of success proffered by class counsel.” *In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 124-25 (D.N.J. 2002) (internal quotation marks and citation omitted). *Accord Sweda v. Univ. of Pennsylvania*, No. CV 16-4329, 2021 WL 5907947, at *2 (E.D. Pa. Dec. 14, 2021) (“Significant weight should be attributed to the belief of experienced counsel that settlement is in the best interest of the class.”).

The Settlement provides substantial consideration for the benefit of the EPP Settlement Class. The Settlement Amount of \$275,000,000, together with any accrued interest or earnings after deposit, is being held in escrow. Settlement Agreement ¶¶ I.I, II.A, X. The Settlement will, to the extent legally permissible, allow EPPs to continue to pursue the full measure of damages

incurred by EPPs against the non-settling Defendants. *Id.* ¶ VI.G. As mentioned above, continued litigation of the claims against Sandoz would be protracted and without guarantee of any recovery. The certainty and immediacy of recovery through the Settlement, and the benefits that Settlement Class Members will receive in what, to date, is the largest settlement achieved by any plaintiffs’ group in the MDL, warrants final approval. *See In re Remicade Antitrust Litig.*, 2023 WL 2530418, at *16 (“Given the possibility that the Class would attain less than the settlement amount (and perhaps even nothing), and the likelihood that the Settlement Class would not receive the maximum amount of recovery, the Court finds that the monetary value of the Settlement falls well within the range of reasonableness.”).

The significant cash recovery for the EPP Settlement Class is further enhanced by the cooperation Sandoz will provide. The value of this cooperation cannot be quantified, but it is valuable, given the complexities of this case and industry. In approving settlements in complex antitrust class actions, courts within this District, including this Court, have emphasized the importance of cooperation. *See In re Generic Pharms. Pricing Antitrust Litig.*, 2025 WL 845896, at *2 (“[T]he Settling Defendants have agreed to provide cooperation to DPPs, which will facilitate the administration of the settlement and will aid the litigation against non-settling Defendants.”; approving DPP settlement with Sandoz); *In re Generic Pharms. Pricing Antitrust Litig.*, MDL No. 2724, 2024 WL 4508950, at *2 (E.D. Pa. Oct. 25, 2024) (same; approving DPP settlements with Apotex, Breckenridge and Heritage); *In re Generic Pharms. Pricing Antitrust Litig.*, MDL No. 2724, 2023 WL 2466622, at *4 (E.D. Pa. Mar. 9, 2023) (same; approving DPP settlements with Sun and Taro); *In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 249, 275 (E.D. Pa. 2012) (finding that settlement agreement’s cooperation provision constituted “valuable

consideration” that “confer[red] real and substantial benefits upon the Class”); *Linerboard*, 292 F. Supp. 2d at 643 (“The [cooperation provision] is a substantial benefit to the classes and strongly militates toward approval of the Settlement Agreement.”); *In re Ikon Office Solutions Inc. Sec. Litig.*, 194 F.R.D. 166, 177 (E.D. Pa. 2000) (“[T]he cooperation arrangement . . . provides obvious, if non-quantifiable, benefits to the plaintiff class in the continuing litigation.”).

In sum, a “very large bird in the hand in this litigation is surely worth more than whatever birds are lurking in the bushes.” *In re Chambers Dev. Sec. Litig.*, 912 F. Supp. 822, 838 (W.D. Pa. 1995). The size and immediacy of relief from this Settlement, in contrast to the costs, risks, and delay of trial and appeal, weigh in favor of approval of the Settlement.

2. The Proposed Method of Distributing Relief to the Class is Fair and Effective (Fed. R. Civ. P. 23(e)(2)(C)(ii))

Rule 23(e)(2)(C)(ii) asks courts to evaluate whether a settlement is fair, reasonable, and adequate in light of “the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims.” EPPs’ proposed Allocation Plan outlines a mechanism for processing claims, determining each class member’s share, and distributing the Settlement. EPPs respectfully submit that it is fair, reasonable, and adequate. *See* Section VII, *infra*. Therefore it weighs in favor of settlement approval.

3. The Settlement’s Attorneys’ Fees Provision is Reasonable (Fed. R. Civ. P. 23(e)(2)(C)(iii))

The Settlement Agreement provides that EPP Settlement Class Counsel may seek Court approval of up to one third of the EPP Settlement Amount (plus any interest accrued on the Amount) for attorneys’ fees, plus expenses and costs, and service awards, which shall be paid from the Sandoz Settlement Fund. Settlement Agreement ¶ XI.A. The Settlement Agreement

further provides that up to \$750,000 of the EPP Settlement Amount may be used for notice and fund administration expenses. *Id.* ¶ IX.A.

Notice regarding these provisions, as well as notice of EPP Class Counsel’s fee petition, was given to the Settlement Class. Both the Long-Form and Summary Notices disclosed that up to \$750,000 could be deducted for notice and administration of the Settlement Fund; that EPP Class Counsel intended to move for attorneys’ fees of up to one third of the Settlement Fund plus interest, litigation expenses (up to \$26,000,000), and service awards to the Settlement Class Representatives (up to \$500,000 altogether); and that the motion would be filed and posted to the Settlement Website by April 9, 2025. *See* Long-Form Notice at Questions 11, 17; Summary Notice; Publication Notice. On April 9, 2025, 30 days before the objection and opt-out deadline, EPP Class Counsel requested attorneys’ fees equivalent to one-third of the *net* Settlement Fund (*i.e.*, one-third inclusive of accrued interest but net of the costs of notice and administration of the fund, any reimbursed expenses, and any service awards); \$25,700,911.41 in reimbursement of litigation expenses; and service awards of \$30,000 for each TPP Class Representative and \$5,000 for each Consumer Class Representatives. *See MDL Doc. 3327 (“Motion for Fees and Expenses in Connection with the Sandoz Settlement” or “Fee Petition”).* All of the requested amounts are less than the amounts disclosed in the Notice, and the petition was posted on the Settlement Website on April 9, 2025. The petition describes in detail the work Class Counsel has done, notes that the requested fee is substantially smaller than Class Counsel’s lodestar, and shows the reasonableness of the expenses. No one has objected. Therefore, this factor weighs in favor of settlement approval.

4. The Supplemental Agreement Is Fair, Reasonable, and Adequate (Fed. R. Civ. P. 23(e)(2)(C)(iv))

Rule 23(e)(3) requires disclosure of any supplemental agreements that could affect the adequacy of the class representatives or their counsel or the fairness of the settlement. The Sandoz Settlement references a confidential understanding related to the impact of exclusions on the Settlement Amount. *See* Settlement Agreement ¶ V. Specifically, Paragraph V.A. of the Settlement Agreement provides that the EPP Settlement Amount may be reduced by a maximum of \$45,000,000 pursuant to a confidential calculation that will account for potential members of the Settlement Class that submit valid and timely requests for exclusion. *Id.* ¶ V.A. As a result of the confidential calculation, the greater the percentage of the class that opts out, the greater will be the individual recoveries of class members who remain in the Settlement Class.

Confidential calculations such as this are quite common, and they are kept confidential “to avoid creating incentives for a small group of [potential class members] to opt out solely to leverage the [confidential calculation] to extract an individual settlement.” *Hacker v. Elec. Last Mile Sols. Inc.*, No. 2:22-CV-00545(MEF)(LDW), 2024 WL 5102696, at *9 (D.N.J. Nov. 6, 2024) (“Supplemental agreements concerning opt-outs . . . ha[ve] no bearing on the fairness of the Settlement.”). *See also In re Generic Pharms.*, 2024 WL 4508950, at *4 (confidential percentage that triggered option to terminate did not affect final approval of settlements); *In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 253 (D. Del. 2002), *aff’d*, 391 F.3d 516 (3d Cir. 2004) (opt-out threshold is “irrelevant to members’ opt-out decision”); *In re Remeron End-Payor Antitrust Litig.*, No. 02-cv-2007, 2005 WL 2230314, at *18, *33 (D.N.J. Sept. 13, 2005) (confidential opt-out threshold “ha[d] no legitimate bearing on a class member’s decision to opt-

out of the settlement, object, or file a claims form”). If requested, EPPs are prepared to submit the confidential understanding to the Court (*in camera*, if permitted by the Court).

E. The Settlement Treats Settlement Class Members Equitably Relative to Each Other (Fed. R. Civ. P. 23(e)(2)(D))

Finally, the Court must consider whether “the proposal treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). The Settlement itself treats EPP Settlement Class Members equitably, as it provides \$275,000,000 to be shared among all members of the EPP Settlement Class and cooperation from Sandoz that will aid the Settlement Class in its continued litigation of this case against the non-settling Defendants. The Settlement Agreement does not dictate how the Settlement Fund will be allocated among the Settlement Class Members. Instead, it leaves the allocation plan to be approved separately by the Court, *see* Settlement Agreement ¶ III.B, ¶ III.C. Because the allocation of settlement funds is not a material term of the Settlement Agreement, the Court’s consideration of the fairness, reasonableness, and adequacy of the Settlement should be independent of its consideration of the EPPs’ proposed allocation plan (which can be amended if the Court so orders). *See In re Lithium Ion Batteries Antitrust Litig.*, No. 13-MD-02420, 2020 WL 7264559, at *25 (N.D. Cal. Dec. 10, 2020), *aff’d*, No. 21-15120, 2022 WL 16959377 (9th Cir. Nov. 16, 2022) (holding that when the allocation plan is not part of the settlement agreement, “the Court has discretion to determine an appropriate plan of allocation without setting aside its orders or judgments granting final approval of the settlements themselves”; collecting cases); 2 McLAUGHLIN ON CLASS ACTIONS § 6:23 (21st ed.) (“Because court approval of a settlement as fair, reasonable and adequate is

conceptually distinct from the approval of a proposed plan of allocation . . . courts frequently approve [them] separately.”).

If, nonetheless, the Court wishes to consider the allocation plan as part of its evaluation of the settlement, it will find that the proposed Plan of Allocation, discussed in Section VII, *infra*, treats Settlement Class Members equitably relative to each other in that it allocates the settlement proceeds *pro rata* based on the dollars spent by Settlement Class Members on the Drugs at Issue. *See In re Generic Pharms.*, 2024 WL 4508950, at *4 (“[T]he settlement funds will be allocated on a *pro rata* basis, which treats the [DPP] class members equitably.”); *In re Generic Pharms.*, 2023 WL 2466622, at *4 (same); *In re Suboxone*, 2024 WL 815503, at *11 (“In general, a plan of allocation that reimburses class members based on the type and extent of their injuries is reasonable.”) (collecting cases) (quoting *In re Ikon*, 194 F.R.D. at 184).

This factor, therefore, weighs in favor of final approval.

VII. THE PLAN OF ALLOCATION WARRANTS FINAL APPROVAL

“In the Third Circuit, ‘[a]pproval of a plan of allocation of a settlement fund in a class action is governed by the same standards of review applicable to approval of the settlement as a whole: the distribution plan must be fair, reasonable and adequate.’” *In re Innocoll Holdings Pub. Ltd. Co. Sec. Litig.*, No. 17-cv-341, 2022 WL 16533571, at *8 (E.D. Pa. Oct. 28, 2022) (quoting *In re Ikon*, 194 F.R.D. at 184). “In general, a plan of allocation that reimburses class members based on the type and extent of their injuries is reasonable.” 17-cv-04326, 2022 WL 3042766, at *11 (E.D. Pa. Aug. 2, 2022) (quoting *In re Flonase Antitrust Litig.*, 951 F. Supp. 2d 739, 752 (E.D. Pa. 2013) (internal quotation marks omitted)).

EPPs’ proposed Plan of Allocation will allocate the \$275,000,000 received from Sandoz, plus any interest earned on the settlement funds, net of notice and administration expenses, any funds returned to Sandoz as a result of opt-outs, and any Court-approved attorneys’ fees, litigation expenses, and service awards (the “Net Sandoz Settlement Fund”) ratably among Settlement Class Members who submit timely, valid claims. Plan of Allocation ¶¶ I.A.4, I.A.6, I.A.9, I.D.1. The allocation will be *pro rata*, based on Settlement Class Members’ expenditures on Drugs at Issue during the relevant time period.¹⁰ *Id.* ¶ I.D.1. Specifically, each eligible claimant will receive a percentage of the fund that is equal to the dollar amount the claimant spent on the Drugs at Issue, divided by the total dollar amount that all eligible claimants spent on Drugs at Issue. *Id.* ¶ I.D.2.

No class member has objected to EPPs’ proposed Plan of Allocation.

Courts within the Third Circuit and elsewhere have approved *pro rata* distributions such as this and have regularly held that they are reasonable and constitute equitable treatment among class members in end-payer antitrust pharmaceutical cases. *See In re Remicade Antitrust Litig.*,

¹⁰ Information on expenditures will be collected using claim forms that are described in the allocation plan. *See* Plan of Allocation ¶¶ I.B.1-6. The consumer claim form will require consumers to indicate which DAIs they purchased during the relevant time period and the estimated total dollar amount spent on each DAI, and to submit proof of at least one purchase of each DAI. To guard against fraud, the form will state that consumers must retain all documentation supporting their estimated dollar amounts and may be asked to submit that documentation at a later date. The TPP claim form will require TPPs to submit complete DAI purchase data for the relevant time period. Both forms will have specific instructions for authorized agents (*e.g.*, ASOs, claim aggregators, attorneys) that are submitting claims on behalf of one or more Settlement Class Members. The claim forms and instructions will be “clear, fair, and reasonable” and similar to those used in other pharmaceutical indirect purchaser litigation. *See In re Flonase Antitrust Litig.*, 291 F.R.D. at 107 (approving forms); *In re Flonase Antitrust Litig.*, No. 08-3301, ECF No. 570 at 43-55 (claim forms requiring similar information).

2023 WL 2530418, at *30 (granting final approval of allocation plan); *In re Remicade Antitrust Litig.*, No. 17-CV-04326, ECF No. 202-1 ¶ 8 (allocating settlement fund *pro rata* to class of pharmaceutical end-payers that included TPPs and consumers, adjusted by state of purchase); *Mylan Pharma., Inc. v. Warner Chilcott Pub. Ltd. Co.*, No. 12-cv-3824, 2015 WL 12791433, at *6 (E.D. Pa. Jan. 28, 2015) (allocating settlement fund *pro rata* to class of pharmaceutical end-payers that included TPPs and consumers); *In re Celexa & Lexapro Mktg. & Sales Pracs. Litig.*, No. 09-2067-NMG, 2014 WL 4446464, at *3 (D. Mass. Sept. 8, 2014) (allocating settlement fund *pro rata* to class of pharmaceutical end-payers that included TPPs and consumers, adjusted by product and date of purchase); *In re Flonase Antitrust Litig.*, 291 F.R.D. at 107 (granting final approval of allocation plan); *In re Flonase Antitrust Litig.*, No. 08-3301, Plan of Allocation ¶ 2.C., ECF No. 566 at 232-33 (E.D. Pa. Dec. 14, 2012) (allocating settlement fund *pro rata* to class of pharmaceutical end-payers that included TPPs and consumers).

Because EPPs' proposed *pro rata* allocation is based on the dollars that each eligible claimant spent, it is a good approximation of the damages suffered by each claimant because, typically, the more expensive the drug, the greater the overcharge. In addition, an allocation of the Net Sandoz Settlement Fund across all claimants is consistent with the theory of injury pursued throughout this litigation: that both consumers and TPPs have paid supra-competitive prices on the Drugs at Issue as a result of Defendants' anticompetitive conduct. Cash-paying (e.g., uninsured) consumers pay the entirety of the purchase price and experience the full amount of any overcharge, while in insured transactions, the purchase price is divided between the TPP and the consumer based upon insurance plan provisions that set co-pay, deductible, and/or co-insurance amounts. The most efficient and equitable way to allocate the recovery is to base it on

the total out-of-pocket, unreimbursed expenditure made by each Settlement Class Member for purchases falling within the class definition. By treating all Settlement Class Members, including consumers and TPPs, equivalently, and having every class member share ratably in the Settlement Fund, the Plan of Allocation reaches an equitable result for each claimant.

Because the Plan of Allocation “reimburses class members based on the type and extent of their injuries,” it is fair, reasonable, and adequate, and it should be approved. *In re Remicade Antitrust Litig.*, 2022 WL 3042766, at *11 (internal quotation marks and citation omitted).

VIII. THE STATES’ OBJECTIONS SHOULD BE OVERRULED

No class members have objected to any aspect of the Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees, reimbursement of expenses and service awards.¹¹ But despite the absence of class member objections, the impressive size of the Settlement, and an allocation plan that enables consumers to partake of the Settlement on equal terms with TPPs, certain States are anxious about the Settlement’s impact on the claims they are litigating in the District of Connecticut. They ask the Court to not approve the Settlement and, in effect, deny any recovery to consumers (in their States and others).¹² None of the States’ objections have any merit and all should be overruled.

¹¹ See n.6, *supra* (discussing the Opt-Out Insurers’ objections).

¹² The States seek to raise their objections as intervenors so that they will have standing to appeal this Court’s decision in the event that their objections are overruled (MDL Doc. 3380). EPPs and Sandoz oppose intervention, arguing that the States lack standing to intervene but that they can present their arguments as *amici*. The Court has referred this procedural matter to Special Master Stengel (MDL Doc. 3405), and the parties have fully briefed their positions (MDL Docs. 3425, 3427, 3430, 3458, 3491, 3498).

A. Objections to the Allocation Plan

The States argue that the Court should reject the Settlement as inequitable because it incorporates an allocation plan that favors TPPs over consumers. States’ Objections at 11-13. Specifically, the States argue that the allocation plan’s proof of purchase requirement makes it “practically impossible” for consumers to obtain an award. *Id.* at 12. That argument is unfounded for several reasons.

First, the plan treats Settlement Class Members equitably relative to each other by allocating settlement proceeds *pro rata*, based on the dollar spend by Settlement Class Members on the Drugs at Issue. *Pro rata* distributions such as this are generally recognized as equitable. *See, e.g., In re Generic Pharms.*, 2024 WL 4508950, at *4 (“[T]he settlement funds will be allocated on a pro rata basis, which treats the [DPP] class members equitably.”); *In re Generic Pharms.*, 2023 WL 2466622, at *4 (same); *McLachlan v. Bd. of Trs. of Elevator Constructors Annuity & 401(k) Ret. Plan*, No. CV 22-4115, 2025 WL 1116533, at *7 (E.D. Pa. Apr. 15, 2025) (“The Settlement Agreement’s method of processing claims treats Settlement Class Members fairly by distributing pro rata shares.”); *In re Suboxone*, 2024 WL 815503, at *11 (““In general, a plan of allocation that reimburses class members based on the type and extent of their injuries is reasonable.””) (collecting cases) (quoting *In re Ikon*, 194 F.R.D. at 184 (E.D. Pa. 2000)).

Second, the States misrepresent the claims process set forth in EPPs’ proposed Plan of Allocation. Consumers are not required to present a proof of purchase for every single transaction in the Settlement class period in order to receive their *pro rata* share. All that is required is, that for each Drug at Issue that a consumer purchased during the Eligible Purchase Period, the consumer must submit *one* proof of purchase reflecting *a* purchase of that drug; with

that one proof of purchase, the consumer can claim as many purchases of that drug as she made, and the *pro rata* calculation will be based on that number of purchases. Allocation Plan ¶ I.B.3. (MDL Doc. 3253-1 at 87). So, for example, if a consumer made several purchases of Acetazolamide 125-mg tablets and made several other purchases of Adapalene 0.10% cream, that consumer would have to submit one proof of purchase for Acetazolamide and one proof of purchase of Adapalene. The consumer would then be eligible to receive a *pro rata* distribution based on *all* of her purchases of those drugs. Courts have approved similar procedures in other class action antitrust litigation and have overruled objections that say they are “onerous.” *See, e.g., In re Comcast Corp. Set-Top Cable Television Box Antitrust Litig.*, 333 F.R.D. at 381 (“Former Subscribers are only required to submit either a single cancelled check, credit card, or bank statement reflecting payment to Comcast at any time during the Class Period or a single invoice from Comcast reflecting a rental fee charge for a Set-Top Box at any time during the Class Period.”).

Third, the proof of purchase requirement has valid purposes: to allow for some level of confirmation and to discourage fraud, which is a real possibility with a settlement of this size. *See In re Remicade Antitrust Litig.*, 2023 WL 2530418, at *19 (“Courts have overruled objections to settlements where the objector challenges a proof of purchase requirement, citing fraud concerns.”); *Yaeger v. Subaru of Am., Inc.*, No. 1:14-cv-4490 (JBS-KMW), 2016 WL 4541861, at *13 (D.N.J. Aug. 31, 2016) (“[S]everal objectors oppose the requirement for documentation of past repairs for which reimbursement is sought.... The settlement’s requirement for documentation ‘Proof of Purchase must be submitted,’ is reasonable to prevent fraudulent claims.... The proof can be ‘anything that can be used to corroborate that an individual paid for a

repair.’ This is a reasonable requirement for documentation triggering compensation, and this objection is overruled.”) (citations omitted); *Rougvie v. Ascena Retail Grp., Inc.*, No. 15-724, 2016 WL 4111320, at *15 (E.D. Pa. July 29, 2016) (overruling objection challenging proof of purchase requirement; “It is patently difficult to award damages to cash purchasers without proof of purchase, as these claims would be ripe for abuse. Given a significant potential for fraud in submitting cash claims by affidavit, we find Class Counsel addressed the subclass of cash purchasers in a fair manner.”).

Fourth, contrary to the States’ representations, the proof of purchase requirement does not disfavor consumers. Quite the opposite: TPPs are required to submit proof of *all* of their purchases. Allocation Plan ¶ I.B.4.

Fifth, finding some kind of proof should not be difficult. Aside from physical receipts they may have in hand, consumers can, *e.g.*, find receipts in their e-mail, request receipts from their insurers or pharmacies, submit credit-card statements or copies of checks, or anything else that shows that a purchase was made. *See Velardi Depo. Tr.* at 107:14-108:6, 110:19-22 (MDL Doc. 3380-3) (class representative was able to obtain a proof of purchase from a pharmacy).

Finally, EPPs’ proposed allocation plan is not part of Settlement Agreement. *See* Settlement Agreement ¶ III.C. (stating that any allocation or distribution plan “is not a part of this Settlement and is to be considered by the court separately from the court’s consideration of the fairness, reasonableness and adequacy of the Settlement”). If for some reason the Court concludes that some aspect of the allocation plan is unfair, the solution would *not* be to deny settlement approval. Rather, the Court simply can order that the Plan of Allocation be changed. *See In re Lithium Ion Batteries Antitrust Litig.*, 2020 WL 7264559, at *25, *aff’d*, No. 21-15120,

2022 WL 16959377 (9th Cir. Nov. 16, 2022) (holding that when the allocation plan is not part of the settlement agreement, “the Court has discretion to determine an appropriate plan of allocation without setting aside its orders or judgments granting final approval of the settlements themselves”; collecting cases).¹³

The States also argue that the Settlement should be rejected because EPPs have not provided any claims data. States’ Objections at 13. But again, the States fail to cite any precedent requiring such a procedure. And indeed, the States *themselves* moved for final approval of their settlement with the Heritage Defendants without supplying any claims data, and they did it for the same reason as EPPs here: because the claims period had not yet opened. *See Connecticut v. Aurobindo Pharma USA, Inc.*, Civ. A. No. 3:16-cv-02056-MPS, ECF 767 (D. Conn. Apr. 1, 2025), Order Granting Final Approval of Plaintiff States’ Settlement with Heritage Defendants and Deferring a Distribution Plan ¶¶ 12-13. Courts routinely grant final approval to settlement agreements and allocation plans before the claims period has closed and without requiring the settling parties to provide claims data. *See, e.g., In re Flonase Antitrust Litig.*, 291 F.R.D. at 100 (granting final approval and noting that the exact amount that each claimant will be awarded “cannot be determined until all the claims have been submitted and processed”); *In re Restasis*

¹³ The States’ authorities are inapposite. Both *Amchem* and *NFL* address issues with allocation that arise when there are differences in the types of injuries suffered by various sub-classes. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 625-626 (1997) (addressing disparity of interests between currently injured and exposure-only categories of plaintiffs); *In re Nat’l. Football League Players’ Concussion Inj. Litig.*, 307 F.R.D. at 376 (same). In addition, both *Amchem* and *NFL* assessed the adequacy of settlements that incorporated allocation provisions. *See Amchem*, 521 U.S. at 627 (assessing adequacy of allocation provisions in settlement agreement); *Nat’l Football League*, 307 F.R.D. at 376 (same).

(*Cyclosporine Ophthalmic Emulsion*) *Antitrust Litig.*, No. 18-MD-2819 (NG) (LB), 2022 WL 3043103, at *8 (E.D.N.Y. Aug. 2, 2022) (approving settlement and plan of allocation prior to the close of the claims period).¹⁴

B. Objections to Adequacy of Representation

The States argue that the Settlement should be rejected because EPP Class Counsel has not adequately represented the class. Specifically, they argue that EPP Class Counsel is inadequate because they chose to exclude consumers from the Clomipramine and Clobetasol bellwether classes. But, as the States know, there were practical and tactical reasons for this, and Class Counsel concluded that it would be in the long-term interests of all class members, including consumers, to focus on Third-Party Payer claims on those two drugs.¹⁵ Strategic

¹⁴ The States' reliance on *Baby Products* is misplaced. States' Objections at 12-13. There, the Third Circuit held that because of the way that the proof of purchase requirement and the settlement's *cy pres* provision were structured, a disproportionate amount of the settlement would be distributed *cy pres*, making the settlement's direct benefit to the class insufficient. *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163, 176 (3d Cir. 2013). The Third Circuit commented that it would have favored requiring all claimants to submit a proof of purchase if that would ultimately result in the class, rather than a *cy pres* recipient, receiving the bulk of the net settlement fund. *Id.* ("Indeed, provided the class as a whole received sufficient direct benefit, it would not have been unreasonable to eliminate the \$5 [minimum distribution] category [of claimants who had no proof of purchase] altogether and require class members to submit documentary proof to receive *any* award.") (emphasis added). Nothing like that is at issue here, where there is no possibility of a disproportionate *cy pres* distribution. See Settlement Agreement ¶ X.B. (*Cy pres* distribution is an option only if "funds remain in the Settlement fund in an amount that, by itself, cannot be economically distributed to the EPP Settlement Class"); see *Baby Prods.*, 708 F.3d at 173 ("[C]y pres distributions are most appropriate where further individual distributions are economically infeasible.").

¹⁵ Among other things, consumer spend on Clobetasol and Clomipramine amounted to a very small fraction of total EPP spend on those drugs. Thus, including consumers in the bellwether classes would have multiplied the complexity of the case without adding much value. And more to the point here, *consumers of the bellwether drugs are entitled to full participation in*

decisions of this nature, made by counsel who are experienced in this type of litigation, do not evince a conflict of interest or otherwise render counsel inadequate. *See In re Nat'l Football League Players Concussion Inj. Litig.*, 821 F.3d at 428 (adequacy inquiry must focus on the qualifications of counsel and whether there are conflicts of interest within the class).¹⁶

In addition, Class Counsel have vigorously represented the interests of both Consumers and TPPs by negotiating a \$275 million settlement in which Consumers – including those who paid for Clobetasol and Clomipramine – can participate on equal terms with TPPs.

EPPs disagree with the States' representations that the States have been the ones leading the effort to represent Consumers. *See, e.g.*, States' Objections at 2, 4. EPPs have engaged in substantial efforts to develop and advance the claims of all end payers, including consumers. Notably, EPPs investigated and drafted 18 single-drug complaints, all of which include consumers in their class definitions, and all but one of which were drafted without the benefit of a prior complaint. EPPs also investigated and drafted EPPs' two multi-drug complaints (which also included consumers in their class definitions) alleging an overarching conspiracy in the generic pharmaceutical industry and identified drugs and Defendants that were not in the States' complaints. And EPPs' massive discovery work benefited all end payers, including Consumers.¹⁷

the Settlement.

¹⁶ The States' reliance on *Lewis v. Nat'l Football League* is inapposite. There the court found that putative class counsel was inadequate because it sought to represent the class while simultaneously representing others who were suing a subset of the class; counsel had offered to exclude those class members from the class definition in order to resolve the conflict. *Lewis v. Nat'l Football League*, 146 F.R.D. 5, 10-11 (D.D.C. 1992). There is no such conflict here.

¹⁷ Finally, EPPs would be remiss not to mention that California, the state leading the charge in these objections, is not well situated to be criticizing EPPs' representation of

C. Objections Regarding the Service Awards

The States next object to the adequacy of the Settlement Class Representatives on grounds that the Settlement inappropriately provides for service awards, thus creating a conflict of interest between the Class Representatives and the absent class members. States' Objections at 16. Again, the States misrepresent the terms of the Settlement, which provides only that EPP Class Counsel may submit an application to the Court to request service awards. *See* Settlement Agreement, ¶ XI.A. The Agreement does not require service awards, and it explicitly states that “[t]he procedure for the allowance or disallowance by the court of any application by EPP Settlement Class Counsel for . . . service awards for class representatives, are not part of this Agreement.” *Id.* ¶ XI.C. As with the Plan of Allocation, if the Court for some reason determines that the requested service awards are inappropriate, it can reduce or deny them. It need not disapprove the Settlement to accomplish that. *See Glover v. Connecticut Gen'l Life Ins. Co.*, No. 3:16-CV-00827-MPS, 2025 WL 1683082, at *8 (D. Conn. June 16, 2025) (rejecting similar

consumers. The States filed their largest case (the Teva case) in 2019, but California was not part of it; EPPs filed their first large complaint, which covered the Teva drugs and more, on behalf of consumers (including Californians) and TPPs, also in 2019. By the time California finally joined the case *five years later*, the only reason its consumers even *had* claims was that, in California's words, “those claims were tolled by the EPP class actions.” MDL Doc. 2910. A similar fact pattern occurred with the States' Dermatology case; the States (but not California) and EPPs filed cases on those drugs in 2020, but California did not join until more than a year later. Shortly thereafter, California was sanctioned by this Court because of its “lax approach to discovery.” MDL Doc. 1874 at 7. The Special Master provided more details, one of which was that “the California Attorney General did not consider the MDL to be a ‘high priority’ and ‘did not pay sufficient attention to its obligations as an anti-trust action plaintiff.’” *Id.* at 3. The record shows that EPPs have vigorously represented consumers at all times, a claim that California cannot credibly make.

arguments “because there are no conditional incentive awards in the settlement agreement, and so the fairness of the settlement and the adequacy of representation are unaffected”).

That said, the States’ arguments against the adequacy of the Settlement Class Representatives are unfounded. First, the objections are based on a mischaracterization of the testimony of consumer Settlement Class Representative, Valerie Velardi (States’ Objections at 15 n.23, 16), who, contrary to the States’ representations, stated that she *was* able to obtain a proof of purchase by visiting her pharmacy; and that the process she used to obtain the proof of purchase was in no way “onerous,” as the States’ have described it, *see* Velardi Depo. Tr. at 107:14-108:6, 110:19-22 (MDL Doc. 3380-3). And second, the States misrepresent the proposed Plan of Allocation as requiring a contemporaneous receipt to demonstrate proof of purchase (States Objections at 16); as discussed above, that is not the case.

D. Objections to the Settlement’s Release

The States object to the Settlement’s release on the basis that it “purports to release sovereign claims” that “private parties have no authority to bring.” States’ Objections at 17-18; *see also id.* at 18 (the “release of sovereign claims renders [the Settlement] substantively unfair and independently requires denial of final approval”). That is not so. Because the States are not members of the Settlement Class, their distinct sovereign and enforcement claims *cannot* be released by the Settlement, nor can their damages claims to recover on behalf of their agencies. Indeed, EPPs and Sandoz even explicitly *excluded* state entities from the Settlement. *See*

Settlement Agreement at § I.J. (excluding “(c) all state governmental entities ...; (d) all governmental Medicaid agencies, ...”). Therefore they have no basis to object.¹⁸

The Settlement does affect the States’ claims based on the private interests of consumers, but only some States (19 of the 42 that object) even assert *parens patriae* damages claims on behalf of consumers. And the release of those consumer claims would not deprive the States of anything in terms of their ability to enforce the law. While the States trumpet the size of their supposed disgorgement claims against Sandoz, the relevant number here is the damages they are seeking on behalf of consumers. That number is only \$445 million, or just [REDACTED] [REDACTED] States’ Objections at 23 (consumer damages of \$445 million); Singer Reply Report at 82 (excerpts at **Exhibit 1**, hereto) (total damages of [REDACTED]). In addition, 31 states assert violations of state law for which they claim penalties or fines, which are not released. Singer Amended Report at 92, n.214 (excerpts at **Exhibit 2**, here).

Nonetheless, the States urge the Court to “strike or modify the terms of the Settlement” (States’ Objections at 4) to carve out “their” consumer claims, or to “ensur[e] appropriate offsetting” against any damages awarded in the District of Connecticut (*id.* at 27-29). But the

¹⁸ The sole case the States cite does not have the broad holding they suggest. *See* States’ Br. at 6, n.8 (citing *In re Montgomery Cnty. Real Est. Antitrust Litig.*, No. B-77-513, 1988 WL 125789, at *1 (D. Md. July 17, 1978) for the proposition that private litigants cannot release claims brought by States without the AGs’ participation). In *Montgomery*, the plaintiffs in the private class action, and the attorney general in a different action, represented purchasers who bought real estate *in completely different time periods*. 1988 WL 125789, at *1. Because the private litigants did not represent the same purchasers as the attorney general, the private litigants could not release the claims brought by the attorney general on behalf of those other purchasers. *Id.* That reasoning has nothing to do with the situation here, where the States represent a subgroup of the EPP Class and where, in any event, the class is not attempting to release sovereign claims).

Court lacks the power to do that. It is well-established that “[a] district court is not a party to the settlement, nor may it modify the terms of a voluntary settlement agreement between parties.” *Ehrheart*, 609 F.3d at 593 (relying on *Evans v. Jeff D.*, 475 U.S. 717, 726-27 (1986) (“Rule 23(e) wisely requires court approval of the terms of any settlement of a class action, but the power to approve or reject a settlement negotiated by the parties before trial does not authorize the court to require the parties to accept a settlement to which they have not agreed.”)). *See also Frederick v. Range Res. - Appalachia, LLC*, No. 1:08-CV-288-SPB, 2022 WL 973588, at *25 (W.D. Pa. Mar. 31, 2022), *aff’d*, No. 22-1827, 2023 WL 418058 (3d Cir. Jan. 26, 2023) (“In any event, the Court is not empowered to change the provisions of the Settlement Agreement so as to narrow the scope of the release language.”); *Yaeger*, 2016 WL 4541861, at *17 (“There is no middle ground of inserting or deleting terms at the request of an objector based on the judge’s conception of what would be more fair, reasonable, or adequate.”). Indeed, should the release be revised as the States propose, the parties to the Settlement would each “have the option to terminate” the agreement. (Settlement § XII.A.)

Furthermore, all of the States’ suggestions (*e.g.*, modifying the Settlement, or declaring that there only will be an offset in the States’ case, or narrowly tailoring an antisuit injunction for which no one has asked) address issues that relate to the impact of the Settlement not on the class’s claims, but on the *States’* claims, an issue that is not currently before this Court. Indeed, the States have admitted as much in a notice of the Settlement filed in their District of Connecticut litigation. *See Connecticut v. Aurobindo*, 16-cv-2056-MPS, Notice of Class Action Settlement Proceedings and Reservation of Rights (ECF 805) (D. Conn. May 16, 2025) (“The States further submit that this Court [D.C. Conn.] would be the appropriate venue to determine

whether the States’ claims, which are actively being litigated here, are arguably subject to release under the [EPP-Sandoz] Settlement.”) (citing *U.S. v. Schurkman*, 728 F.3d 129, 139 (2d Cir. 2013) (“Deciding whether and how prior litigation has preclusive effect is usually the bailiwick of the second court.”) (internal quotation marks and citation omitted)).

Finally, the outcome of a decision on the claims in the *States*’ case is not relevant to whether the Settlement in *this* case is fair, reasonable and adequate. As stated in an opinion from this District where similar objections were raised,

In terms of foreclosed claims or relief, the issue of whether a *parens patriae* claim or restitution remedy may be foreclosed because of the release is not currently before the Court. The defendants in this action are entitled to a release of all claims held by class members in exchange for providing the relief outlined in the settlement. The attorneys generals’ law enforcement powers are not claims the plaintiffs have, and as such, the plaintiffs do not release any of these claims.

In re Am. Invs. Life Ins. Co. Annuity Mktg. & Sales Pracs. Litig., 263 F.R.D. 226, 241 (E.D. Pa. 2009). *See also In re Am. Int’l Grp., Inc. Sec. Litig.*, 916 F. Supp. 2d 454, 464 (S.D.N.Y. 2013) [*“AIG”*] (declining to opine on New York Attorney General’s objection that “final approval of the Settlement will preclude it from pursuing its case . . . pending in state court”).

E. Objections to Settlement Class Certification Based on a Lack of Superiority

The States object to certification of the Settlement Class, arguing that because the States have a parallel action pending in a different court, the Settlement Class fails the superiority requirement. States’ Objections at 19-21. As a threshold matter, of the 42 States objecting to the Settlement, 23 are not even pursuing damages on behalf of their consumers.¹⁹ And two States

¹⁹ The States that are not seeking damages for their consumers are Alaska, Arizona, Colorado, Delaware, Georgia, Iowa, Maryland, Michigan, Montana, New Hampshire, New Jersey, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, Vermont,

(Indiana and Ohio) are objecting even though their residents are not part of the settlement class. Those 25 States can hardly argue that their case is superior to this class action as a vehicle for achieving a recovery for consumers.

The States' argument is further flawed because the Supreme Court has recognized that in antitrust cases, Rule 23 class actions "are definitely preferable" to *parens patriae* actions. *Hawaii v. Standard Oil Co. of Cal.*, 92 S. Ct. 885, 893 (1972). That is especially so in this instance, where the States' litigation is no more advanced than EPPs'.

Rather, the test for superiority of a class action when measured against parallel proceedings looks to whether *a private class action* is pending elsewhere, and whether the interest of individual class members in conducting separate lawsuits weighs against a finding of superiority. *See* Fed. R. Civ. P. 23(b)(3)(A)-(B) (requiring the court to consider "*the class members' interests* in individually controlling the prosecution or defense of separate actions" and "the extent and nature of any litigation concerning the controversy already begun *by* or against *class members*") (emphasis added); Notes of Advisory Committee on the 1966 Amendment to Fed. R. Civ. P. 23, Subdivision (b)(3) ("The court is to consider the interests of individual members of the class in controlling their own litigations and carrying them on as they see fit. . . . In this connection the court should inform itself of any litigation actually pending by or against the individuals."). The States are not class members or even opt-outs, and their parallel action

Virginia, West Virginia, Wisconsin, Wyoming, and the Commonwealth of the Northern Mariana Islands. Singer Amended Report, Appx. 3, Table 1 (excerpts at **Exhibit 2**, hereto).

does not reflect an interest by individual class members to conduct a separate lawsuit. As such, it has nothing to do with Rule 23's superiority requirement.

The States' argument is further flawed because it interprets 28 U.S.C. 1407(g) (the "Venue Act") as precluding a private settlement in any forum other than the one chosen by the States. States' Objections at 20-21. That interpretation overstates the rule and would, in effect, require the JPML to carve up the consumer claims in this MDL so that those that are subject to a proposed settlement would have to be transferred to the District of Connecticut. There is nothing in Section 1407's text that mandates such a procedure or provides for such an extraordinary mechanism.

F. Objections to the Size of the Settlement

The States object that the Settlement is too small because it fails to account for the "potential recovery" that might be available to consumers in the States' litigation, were it not for the Settlement's release. States' Objections at 21-23. But the States' arguments – that because their consumer claims are "stronger" and "less risky," they could result in a judgment or settlement from Sandoz that is greater than the one that EPPs have negotiated here – are pure speculation.

Objections based on speculation are invalid and should be overruled. The opinion in *AIG* illustrates that rule. 916 F. Supp. 2d at 468. There, the New York Attorney General ("NY AG") objected to the size of a settlement, arguing that it failed to consider damages that were the subject of the NY AG's parallel litigation. *Id.* at 467-68. Similar to the States' request here, the NY AG asked the Court to "send Parties back to the bargaining table to renegotiate a settlement amount that reflects the damages from the transactions," or carve out the States' claims from the

Settlement. *Id.* at 468. The court rejected the States’ objections on the ground that they were based on speculation, stating that “[t]he NYAG’s plea for the Court to send Parties to commence entirely new negotiations not only raises the concern of undue delay, but it would also demand that the Court mandate action based on sheer speculation and hotly contested expert evaluations.” *Id.* Moreover, carving out the NY AG’s claims from the Settlement’s release “would be improvident as it would all but frustrate the Settlement with no sound basis to assume the Class would fare better.” *Id.* The States’ objection here should be overruled for the same reason.²⁰

G. Objections to the Adequacy of the Settlement Notice

Finally, the States object to the adequacy of the Settlement Notice on ground that it did not disclose the States’ parallel litigation. That objection misinterprets the law. “The Third Circuit and others have repeatedly ruled that notice of a proposed settlement need not include information about parallel . . . proceedings.” *In re Prudential Ins. Co. of Am. Sales Pracs. Litig.*, 962 F. Supp. 450, 529 (D.N.J. 1997), *aff’d sub nom. In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283 (3d Cir. 1998) (citing *Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1317-18 (3d Cir.1993) (notice need not describe objector’s parallel litigation or its relative merit); *In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 224 (5th Cir.1981) (same)).

²⁰ Even if the Court were to credit the States’ speculation, it would not find the settlement amount to be too low. The States say that their damages expert calculated that Sandoz’s “share of consumer damages would be roughly \$133 million.” States’ Objections at 23. That is hardly evidence that EPPs’ \$275 million settlement with Sandoz is too small.

A notice is sufficient if it states that the Settlement will constitute a “full and final disposition of any and all claims against defendants arising out of or related to the claims asserted by plaintiffs” and “references [documents] which describe[] the . . . suits” brought by plaintiffs. *Bell Atl. Corp.*, 2 F.3d at 1318. That is precisely what the parties here disclosed in the Settlement Notice. *See* Long-Form Notice Question 12 (“If the Settlement becomes final, the litigation between EPPs and Sandoz will be dismissed with prejudice, and the EPP Sandoz Settlement Class Members will be releasing Sandoz from all claims identified in the Settlement Agreement. Those claims include all claims that have been brought or could have been brought concerning the subject matter of or conduct alleged in EPPs’ class action complaints, copies of which are available on the Settlement Website. The Settlement Agreement specifically describes the released claims, in accurate legal terminology, so read them carefully. For the details of the releases, see paragraphs I.B., I.H., I.Q., I.R., and VI. of the Settlement Agreement, which is available on the Settlement Website.”); *id.* Question 2 (referencing EPPs’ complaints and disclosing that they are available on the Settlement Website).

The States attempt to distinguish *Bell Atlantic*, arguing that its holding should apply only in instances where class members already have been notified, through other means, of the parallel proceedings. States’ Objections at 24-25. Even if the Court were to adopt that narrow reading, the notice here would still be adequate. That is because consumer members of the Sandoz Settlement Class *have* received notice of the States’ proceedings through the numerous press releases issued by the various State AGs and the robust notice plans implemented by the States in connection with their Heritage and Apotex settlements. *See Connecticut v. Aurobindo Pharma USA, Inc.*, Civ. A. No. 3:16-cv-02056-MPS, States’ Memorandum of Law in Support of

the States’ Motion for Final Approval of Settlement with Heritage Pharmaceuticals Inc., Emcure Pharmaceuticals Ltd., and Satish Mehta at 32-36 (ECF 722-1) (States’ Heritage settlement notice plan began on October 30, 2024 and notified “at least 70% of potential Consumers”; States’ notice plan included digital and social media advertising resulting in “approximately 102 million viewable impressions,” press releases distributed by the States and their notice administrator, and a dedicated settlement website and toll-free number); Declaration of Tiffaney A. Janowicz in Support of States’ Motion for Preliminary Approval of Settlement with Apotex Corp. ¶¶ 11-29, 36 (MDL Doc. 3313-6) (forecasting that notice to Consumers regarding the States’ settlement with Apotex will reach “at least 78% of the target audience”; notice plan includes implementing a nationwide, multi-lingual, digital advertising campaign targeting generic drug consumers that will result in an estimated 110,000,000 gross impressions, placing a summary notice in *AARP The Magazine*, a leading magazine for the subset of Consumers who are over 50 years old, issuing press releases from numerous State Attorneys General, as well as a national press release, sending a summary notice to 17,500 independent pharmacies along with a letter from the States asking the pharmacies to post, email, or otherwise share the notice, and posting the long form and short form notices on the States’ settlement website).

The States also object to the Notice because it doesn’t disclose that consumers will have to submit a proof of purchase as part of the claims process. Yet none of the cases cited by the States hold a settlement notice to that standard. Rather, the Third Circuit has held that notice “is designed to summarize the litigation and the settlement and to apprise class members of the right and opportunity to inspect the complete settlement documents, papers, and pleadings filed in the litigation,” and “[g]enerally speaking, the notice should contain sufficient information to enable

class members to make informed decisions on whether they should take steps to protect their rights, including objecting to the settlement or, when relevant, opting out of the class.” *In re Nat’l Football League Players Concussion Inj. Litig.*, 821 F.3d at 435 (internal quotation marks and citations omitted). In addition, to the extent a notice is unclear, it is adequate if it “instructs readers to sources that can answer their questions.” *In re Nat. Football League Players’ Concussion Inj. Litig.*, 307 F.R.D. at 384. The Settlement Notice here satisfies that standard. *See* Long-Form Notice Questions 13-14 (informing class members that they will be required to submit a claim form and that more information is available in the proposed Plan of Allocation posted on the Settlement Website); Settlement Website Printouts at 4 (posting Plan of Allocation); Plan of Allocation at I.B.3. (“The Consumer claim form will instruct Consumer Claimants to submit at least one proof of purchase for each Drug at Issue they bought, and to list the total dollars spent for each such Drug at Issue during the Eligible Purchase Period, sufficient for the Claims Administrator to calculate the Claimant’s *pro rata* share of the Net Sandoz Settlement Fund.”). Courts in this District have found similar notices adequate. *See, e.g., In re Flonase Antitrust Litig.*, 291 F.R.D. at 100 (notice was adequate where it “explained that class members will receive a *pro rata* share of the net settlement fund”); *In re Flonase Antitrust Litig.*, 2:08-cv-03301-AB, ECF 570 at 20 (E.D. Pa. Jan. 14, 2013) (notice did not state that a proof of purchase was necessary to complete the claim form); *id.* at 45 (claim form required proof of purchase for at least one of the purchases being claimed).

In sum, none of the States’ objections alters the conclusion that the Settlement is fair, reasonable and adequate. Their objections should be overruled.

IX. THERE ARE NO OBJECTIONS TO EPP CLASS COUNSEL’S REQUEST FOR ATTORNEYS’ FEES, REIMBURSEMENT OF EXPENSES, AND SERVICE AWARDS

EPP Settlement Class Counsel filed their Fee Petition on April 9, 2025, asking for (1) attorneys’ fees equivalent to one-third of the Sandoz Settlement Fund, inclusive of accrued interest but net of the costs of notice and administration, any reimbursed expenses, and any service awards; (2) \$25,700,911.41 in unreimbursed expenses incurred by Class Counsel from the inception of this litigation through the end of 2024; and (3) service awards of \$30,000 for each TPP Class Representative and \$5,000 for each Consumer Class Representative in partial recognition of the time and effort they have expended during the course of this litigation. MDL Doc. 3327. The Fee Petition briefed the Court on nine of the ten factors that “a district court must consider” “[i]n determining what constitutes a reasonable percentage fee award.” *Diet Drugs*, 582 F.3d at 541 (citing *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2000); *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d at 336-40. EPPs are now able to inform the Court that the remaining factor, “the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel” weighs in favor of approval of EPP Class Counsel’s requested fee award.

As set forth in Sections IV and VI.A.5 above, extensive Notice was given to Settlement Class Members, informing them that EPP Class Counsel would petition the Court for up to one-third of the Sandoz Settlement, reimbursement of expenses, and service awards, and that they would post the petition to the Settlement Website by April 9, 2025, which they did. No class

member has objected to any aspect of the petition.²¹ This weighs in favor of the petition being granted. *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 305 (3d Cir. 2005), *as amended* (Feb. 25, 2005) (two objections out of 300,000 class members was a “rare phenomenon”); *In re Elec. Carbon Prods. Antitrust Litig.*, 447 F. Supp. 2d 389, 406 (D.N.J. 2006) (“The absence of objections to a fee request, or the imposition of minimal objections, is seen as an indicator that the fee request is fair.”). Accordingly, EPP Class Counsel respectfully request that the Court enter the Proposed Order Regarding End-Payer Class Counsel’s Motion for Attorneys’ Fees, Expenses, and Service Awards submitted at MDL Doc. 3327-5.

X. CONCLUSION

For the foregoing reasons, EPPs respectfully request that the Court enter the Proposed Order submitted herewith for: (1) final approval of the Settlement; (2) final certification of the Settlement Class for settlement purposes only; and (3) final approval of the Plan of Allocation.

In addition, EPPs respectfully request that the Court enter the Proposed Order Regarding End-Payer Class Counsel’s Motion for Attorneys’ Fees, Expenses, and Service Awards submitted at MDL Doc. 3327-5.

Dated: July 8, 2025

Respectfully submitted,

/s/ Roberta D. Liebenberg
Roberta D. Liebenberg

²¹ The States, who are not class members and from whom nothing is sought, nonetheless criticize the request. States’ Objections at 15 n.24.

FINE, KAPLAN AND BLACK, R.P.C.
One South Broad Street, 23rd Floor
Philadelphia, PA 19107
Telephone: (215) 567-6565
rliebenberg@finekaplan.com

Lead and Liaison Counsel for EPPs

EXHIBIT 1

**(Filed Under Seal Pursuant to
Protective Order)**

EXHIBIT 2

**(Filed Under Seal Pursuant to
Protective Order)**

EXHIBIT 3

ENTITIES WHO SUBMITTED VALID REQUESTS FOR EXCLUSION FROM THE EPP-SANDOZ SETTLEMENT¹

#	Name
1	Central Painting & Sandblasting, Inc.
2	United HealthCare Services, Inc. and subsidiaries and affiliates named in its exclusion request
3	Independent Health Association, Inc. and Independent Health Benefits Corporation
4	Wellmark, Inc., d/b/a Wellmark Blue Cross and Blue Shield of Iowa and subsidiaries, named in its exclusion request
5	AmeriHealth Caritas Health and Keystone Family Health Plan
6	MagnaCare Insurance
7	Public Employer Risk Management Association, Inc. (“PERMA”) (New York)
8	County of Albany, New York
9	Independence Blue Cross, LLC and subsidiaries and affiliates named in its exclusion request*
10	Molina Healthcare, Inc. and subsidiaries and affiliates named in its exclusion request
11	Town of Amherst, New York
12	The Cigna Group, f/k/a Cigna Corporation and subsidiaries and affiliates named in its exclusion request*
13	Centene Corporation and subsidiaries and affiliates named in its exclusion request
14	Health Net, LLC
15	New York Quality Healthcare Corporation
16	Sunshine State Health Plan, Inc.
17	Superior HealthPlan, Inc.
18	WellCare Health Plans, Inc. and subsidiaries and affiliates named in its exclusion request
19	Humana Inc. and the following ASO clients: The Rawlings Group LLC and Dow Chemical Company Dow*
20	Walgreen Co. and subsidiaries and affiliates named in its exclusion request
21	The Kroger Co. and subsidiaries and affiliates named in its exclusion request
22	Albertsons Companies, Inc. and subsidiaries and affiliates named in its exclusion request
23	H.E. Butt Grocery Company and subsidiaries and affiliates named in its exclusion request
24	J M Smith Corporation and subsidiaries and affiliates named in its exclusion request
25	Mayo Clinic
26	Nassau County, New York
27	Lumen Technologies, Inc. and Lumen Technologies Service Group, LLC
28	BlueCross BlueShield of Tennessee, Inc. and subsidiaries and affiliates named in its exclusion request*
29	Lowe’s Companies, Inc.
30	Onondaga County, New York

¹ Entities flagged with an asterisk submitted valid requests to exclude themselves and (in some cases) certain subsidiaries and/or affiliates but also submitted invalid requests to exclude ASO clients. EPP Class Counsel’s challenge to the ASO client exclusion requests is pending before the Court.

31	Wisconsin Counties Association (WCA) Group Health Trust
32	RTX Corporation
33	County of Westchester, New York
34	Target Corporation
35	Town of Amherst, New York
36	County of Niagara, New York
37	County of Steuben, New York
38	County of Livingston, New York
39	County of Shelby, Tennessee
40	County of Otsego, New York
41	County of Oswego, New York
42	County of Lewis, New York
43	County of Osceola, Florida
44	American Airlines, Inc. and corporate predecessor entities and current and former affiliates named in its exclusion request
45	Illinois Public Risk Fund
46	Aramark Services, Inc. and corporate predecessor entities and current and former affiliates named in its exclusion request
47	County of Herkimer, New York
48	Blue Cross and Blue Shield of Alabama*
49	County of Greene, New York
50	County of Madison, New York
51	County of Fulton, New York
52	Municipal Employee Benefits Consortium (MEBCO)
53	County of Montgomery, New York
54	County of Monroe, New York
55	Oneida County, New York
56	UPMC Health Plan, Inc. and all the entities listed on its exclusion request
57	Allegany County, New York
58	Cattaraugus County, New York
59	Blue Cross and Blue Shield of South Carolina*
60	Chemung County, New York
61	Citation Oil & Gas Corp
62	Chenango County, New York
63	City of Fort Lauderdale, Florida
64	Blue Cross and Blue Shield of Kansas City and subsidiaries named in its exclusion request*
65	Blue Cross and Blue Shield of Florida, Inc. and subsidiaries named in Schedule A of its exclusion request*
66	City of Lorain, Ohio
67	Fulton County, Georgia
68	City of Poughkeepsie, New York
69	City of Mobile, Alabama
70	US Foods, Inc.
71	Franklin County, New York

72	City of Warren, Ohio
73	General Motors LLC
74	Clinton County, New York
75	Essex County, New York
76	Southwest Airlines Co.
77	Cortland County, New York
78	Erie County, New York
79	Horizon Healthcare Services, Inc. and the following ASO clients: Association Master Trust Atlantic Realty Development Corporation Atlas Copco North America, Inc. Brother International Corporation City of Hackensack, New Jersey Diocese of Paterson Gellert Global Group Hayward Industries, Inc. Hill International, Inc. Horizon Blue Cross Blue Shield of NJ Health Plan iCIMS, Inc. JM Manufacturing d/b/a JM Eagle LG Electronics USA Musculoskeletal Transplant Foundation NJM Insurance Group New Jersey Turnpike Authority OceanFirst Bank N.A. The Okonite Company, Inc. Romark Logistics Subaru of America, Inc. Sun Chemical Corporation Union County, New Jersey
80	Aetna Inc.*
81	Health Care Service Corporation*
82	Lisa Spencer

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

**IN RE: GENERIC PHARMACEUTICALS
PRICING ANTITRUST LITIGATION**

**MDL No. 2724
Case No. 2:16-MD-2724**

THIS DOCUMENT RELATES TO:

HON. CYNTHIA M. RUFE

All End-Payer Plaintiffs' Actions

**DECLARATION OF MATTHEW D. KENT REGARDING
NOTICE OF PROPOSED SETTLEMENT PURSUANT TO 28 U.S.C. § 1715**

I, Matthew D. Kent, declare and state as follows:

1. I have personal knowledge of the matters stated herein, and if called to testify as a witness, I could and would testify competently to the following facts.

2. I am a partner with the law firm of Alston & Bird LLP, which serves as settlement counsel for Sandoz Inc. and Fougera Pharmaceuticals Inc. (collectively, “Sandoz”) in the above-captioned action.

3. I submit this declaration upon personal knowledge detailing Sandoz’s compliance with the notice requirements of the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.* (“CAFA”).

4. On February 14, 2025, the End Payer Plaintiffs (“EPPs”) filed their Motion for Preliminary Approval of Sandoz Settlement. (Dkt. No. 3253).

5. On February 24, 2025, pursuant to 28 U.S.C. § 1715(a) & (b), Alston & Bird staff, acting under my direction, served a cover letter and certain accompanying documents outlined in the letter (the “CAFA Notice”), upon the U.S. Attorney General and the appropriate government officials for all fifty states, the District of Columbia, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

6. As required by 28 U.S.C. § 1715(b), the CAFA Notice included copies of: (i) the operative complaints as well as all prior complaints filed in this matter; (ii) EPP's Motion for Preliminary Approval of Sandoz Settlement ("EPP Motion for Preliminary Approval"); the Memorandum in Support of the EPP Motion for Preliminary Approval; Exhibit 1 (Long-Form Notice); Exhibit 2 (Summary Notice); Exhibit 3 (Postcard Notice to TPPs); Exhibit 4 (Exemplar Banner Ad to TPPs); Exhibit 5 (Exemplar Banner Ad to Consumers); and Exhibit 6 (Proposed Plan of Allocation); (iii) the Declaration of Roberta D. Liebenberg in Support of EPP Motion for Preliminary Approval (attaching as Exhibit 1, the Settlement); (iv) Declaration of Elaine Pang of A.B. Data, Ltd. Regarding Proposed Notice Plan (attaching as Exhibit C, the Proposed Notice Plan); (v) the Proposed Order Granting the EPP Motion for Preliminary Approval; and (vi) the Court's Order Granting Preliminary Approval of the EPPs' Sandoz Settlement. The CAFA Notice also (i) disclosed the existence of the confidential side agreement referenced in the Settlement that addresses the calculation of the Opt-Out Reduction; and (ii) provided the estimated number of class members and their geographic dispersal.

7. Attached hereto as Exhibit A is a true and correct copy of the letter described in Paragraph 6, which attaches the list of names and addresses of the government officials upon whom CAFA Notice was served.

8. To the best of my knowledge, Sandoz has fully complied with CAFA and has satisfied all obligations thereunder.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of July, 2025 in Atlanta, GA.



ALSTON & BIRD

One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424
404-881-7000 | Fax: 404-881-7777

February 24, 2025

VIA USPS CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Pam Bondi, Esq.
Attorney General of the United States
United States Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

The State Attorneys General
(Identified on Attached Exhibit 1)

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715 in *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-md-02724-CMR

Dear Federal and State Officials:

We write on behalf of Defendants Sandoz Inc. and Fougere Pharmaceuticals Inc. (“Sandoz”) pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1711 *et seq.*, to notify you of a proposed class action settlement in *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-md-02724-CMR (E.D. Pa.) (“MDL 2724”) between Sandoz and a class of End Payer Plaintiffs (“EPPs”). The settlement agreement between Sandoz and the EPPs (the “Settlement”) was filed with the Court on February 14, 2025.

Sandoz denies that, had this case proceeded through summary judgment or trial, it would have been found liable to EPPs, but has decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation.

In accordance with the requirements of 28 U.S.C. § 1715(b), the following documents referenced below are included on the CD-ROM that is enclosed with this letter:

Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

February 24, 2025

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1. **28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:** The following complaints and amended complaints filed by the EPPs and naming Sandoz as a defendant are enclosed:¹

Case Name (description)	Court	Case No.	Date Filed
<i>1199SEIU NATIONAL BENEFIT FUND, et al. v. Actavis Holdco U.S., Inc., et al.</i> (<i>In re: Generic Pharmaceuticals Pricing Antitrust Litigation: EPPs' first multi-drug complaint</i>)	E.D. Pa.	2:18-cv-02401-CMR	6/7/18 (original complaint) 4/1/19 (amended complaint)
<i>1199SEIU NATIONAL BENEFIT FUND, et al. v. Actavis Holdco U.S., Inc., et al.</i> (<i>In re: Generic Pharmaceuticals Pricing Antitrust Litigation: EPPs' second multi-drug complaint</i>)	E.D. Pa.	2:19-cv-06011	12/19/19 (original complaint) 9/4/20 (amended complaint)
<i>American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan, et al. v. Mylan Pharms., Inc., et al.</i> (<i>In re: Generic Pharmaceuticals Pricing Antitrust Litigation: In Re: Amitriptyline Cases: EPPs' Amitriptyline complaint</i>)	E.D. Pa.	2:16-AM-27242-CMR	8/15/17 (original complaint) 4/1/19 (amended complaint)
<i>Louisiana Health Serv. & Indemnity Co., et al. v. Mylan Pharms., Inc., et al.</i> (<i>In re: Generic Pharmaceuticals Pricing Antitrust Litigation: In re: Benazepril HCTZ Cases: EPPs' Benazepril HCTZ complaint</i>)	E.D. Pa.	2:16-BZ-27242-CMR	8/15/17 (original complaint) 4/1/19 (amended complaint)

¹ Please note that certain of these complaints are subject to protective orders entered by the Court and, accordingly, were filed under seal. Sandoz is providing the public, redacted versions of these pleadings where necessary to avoid potentially violating these protective orders.

Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

February 24, 2025

Page 3

Case Name (description)	Court	Case No.	Date Filed
<i>1199SEIU National Benefit Fund, et al. v. Actavis Holdco U.S., Inc., et al.</i> (In re: Generic Pharmaceuticals Pricing Antitrust Litigation: In re: Clobetasol Cases: EPPs' Clobetasol complaint)	E.D. Pa.	2:16-CB-27242-CMR	8/15/17 (original complaint) 4/1/19 (amended complaint)
<i>American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan, et al. v. Mylan Pharms. Inc., et al.</i> (In re: Generic Pharmaceuticals Pricing Antitrust Litigation: In re: Clomipramine Cases: EPPs' Clomipramine complaint)	E.D. Pa.	2:16-CM-27242-CMR	8/15/17 (original complaint) 4/1/19 (amended complaint) 6/25/19 (corrected amended complaint)
<i>American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan, et al. v. Actavis Holdco U.S., Inc., et al.</i> (In re: Generic Pharmaceuticals Pricing Antitrust Litigation: In re: Desonide Cases: EPPs' Desonide complaint)	E.D. Pa.	2:16-DS-27242-CMR	8/15/17 (original complaint) 4/1/19 (amended complaint) 10/7/20 (second amended complaint) ²
<i>American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan, et al. v. Actavis Holdco U.S., Inc., et al.</i> (In re: Generic Pharmaceuticals Pricing Antitrust Litigation: In re: Fluocinonide Cases: EPPs' Fluocinonide complaint)	E.D. Pa.	2:16-FL-27242-CMR	8/15/17 (original complaint) 4/1/19 (amended complaint) 10/7/20 (second amended complaint)

² The EPPs' Second Amended Complaints for Desonide and Fluocinonide were not filed publicly on the docket. Accordingly, Sandoz encloses the versions attached to the EPPs' motions to amend.

Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

February 24, 2025

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Case Name (description)	Court	Case No.	Date Filed
<i>Louisiana Health Service & Indemnity Company d/b/a/ Blue Cross and Blue Shield of Louisiana and HMO Louisiana, et al.</i> <i>(In re: Generic Pharmaceuticals Pricing Antitrust Litigation: In re: Levothyroxine Cases: EPPs' Levothyroxine complaint)</i>	E.D. Pa.	2:16-LV-27242-CMR	8/15/17 (original complaint) 4/1/19 (amended complaint)
<i>1199SEIU National Benefit Fund, et al. v. Akorn Sales, Inc., et al.</i> <i>(In re: Generic Pharmaceuticals Pricing Antitrust Litigation: In re: Lidocaine-Prilocaine Cases: EPPs' Lidocaine-Prilocaine complaint)</i>	E.D. Pa.	2:16-LD-27242-CMR	8/15/17 (original complaint) 4/1/19 (amended complaint)
<i>American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan, et al. v. Apotex Corp., et al.</i> <i>(In re: Generic Pharmaceuticals Pricing Antitrust Litigation: In re: Pravastatin Cases: EPPs' Pravastatin Complaint)</i>	E.D. Pa.	2:16-PV-27242-CMR	8/15/17 (original complaint) 4/1/19 (amended complaint)

2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has scheduled a final approval hearing concerning the Settlement for July 23, 2025 at 11:00 AM, in Courtroom 12-A of the James A. Byrne United States Courthouse, 601 Market Street, Philadelphia, PA 19106. *See* ECF No. 3257 at 9.
3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members:** The Court approved the form and manner of the notice to the settlement class. ECF 3257. The proposed Class Notice plan was submitted for the Court's approval with the EPP's Motion for Preliminary Approval. ECF No. 3253-1, EPP's Memorandum of Law in Support of their Motion for Preliminary Approval at Ex. 1 (Long-Form Notice), Ex. 2 (Summary Notice), Ex. 3 (Postcard Notice), Exs. 4-5 (Banner Ads); *see also* ECF No. 3253-3, Decl. of E. Pang, Exhibit C (Notice Plan). Additionally, because the Court has preliminarily approved the Settlement and the Proposed Notice Plan, the settlement website (www.GenericDrugsEndPayerSettlement.com) will be updated with information that will notify the settlement class members about the details of the Settlement. *Id.* ¶ 35.

Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715
February 24, 2025
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4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:
 - Settlement Agreement (attached as Exhibit 1 to the Declaration of Roberta D. Liebenberg, ECF No. 3253-2);
 - EPPs’ Motion for Preliminary Approval of Sandoz Settlement, ECF No. 3253 (the “Preliminary Approval Motion”);
 - Memorandum in Support of Preliminary Approval Motion, ECF No. 3253-1;
 - Proposed Forms of Notice (Exs. 1–5 Memorandum in Support of Preliminary Approval Motion), ECF No. 3253-1;
 - EPPs’ Plan of Allocation for the Settlement Class (Ex. 6 to Memorandum in Support of Preliminary Approval Motion), ECF No. 3253-1;
 - Declaration of Roberta D. Liebenberg in Support of Preliminary Approval Motion, ECF No. 3253-2;
 - Declaration of Elaine Pang of A.B. Data, Ltd. regarding Proposed Notice Plan, ECF No. 3253-3;
 - Proposed Notice Plan (Ex. C to Declaration of Elaine Pang), ECF No. 3253-3;
 - Proposed Order Regarding EPPs’ Sandoz Settlement, ECF No. 3523-4; and
 - Order Granting Preliminary Approval of the EPPs’ Sandoz Settlement, ECF No. 3257.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement Between Class Counsel and Counsel for Defendants:** As of the date of this correspondence, no other settlement or agreement has been contemporaneously entered into by the parties to the Settlement with Sandoz, with the exception of a confidential side agreement referenced in the Settlement Agreement, which will be made available to the Court at its request for *in camera* inspection. The side agreement addresses the calculation of the Opt-Out Reduction.
6. **28 U.S.C. § 1715(b)(6) – Final Judgment:** To date, the Court has not issued a final order, judgment, or dismissal as to Sandoz in the EPP case.
7. **28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members’ Shares:** The Settlement Class includes all persons and entities in each of the 50 United States (except Indiana and Ohio), as well as the District of Columbia, Puerto Rico and the U.S. Virgin Islands, that indirectly purchased, paid

Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

February 24, 2025

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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 through December 31, 2019. ECF No. 3257 at 2. Because class membership is not limited to entities that purchased directly from Sandoz, it is not feasible for Sandoz identify the class members who reside in each state or the estimated proportionate share of the claims of such members to the entire settlement. Sandoz's best estimate is that there are at least many thousands, and most likely millions, of class members geographically dispersed around the United States. See Memorandum in Support of Preliminary Approval Motion (ECF No. 3253-1) at 9. The funds from the Settlement will be distributed pro rata to eligible class members as set forth in the Plan of Allocation attached as Exhibit 6 to the EPPs' Memorandum in Support of Preliminary Approval Motion (ECF No. 3253-1).

8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** On February 19, 2025, the Court issued an Order preliminarily approving the Settlement (see ECF No. 3257). The Court has not issued an order finally approving the Settlement or a final order or judgment regarding Sandoz. The Court has previously granted preliminary approval of a similar settlement reached between EPPs and one other defendant (see ECF No. 3020).

Additional filings in this case are available on the federal court's PACER system (a log-in and password are required). Once the Court preliminarily approves the Settlement and Proposed Notice Plan, additional information related to the Settlement will be available at www.GenericDrugsEndPayerSettlement.com.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. § 1715, please contact the undersigned immediately so that Sandoz can address any concerns or questions you may have.

Sincerely,



Matthew D. Kent

MDK:kfk

Enclosures

EXHIBIT 1**CAFA Notice State Officials Service List – USPS Certified Mail, Return Receipt Requested**

Company	Full Name	Address1	Address2	City	State	Zip
Office of the Attorney General	Treg Taylor	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	William Tong	165 Capitol Ave		Hartford	CT	06106
Office of the Attorney General	Brian Schwalb	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Ashley Moody	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	PO Box 83720		Boise	ID	83720
Office of the Attorney General	Kwame Raoul	100 W Randolph St		Chicago	IL	60601
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Russell Coleman	700 Capitol Ave Suite 118		Frankfort	KY	40601

Company	Full Name	Address1	Address2	City	State	Zip
Office of the Attorney General	Liz Murrill	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212		Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Andrew Bailey	PO Box 899		Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	PO Box 201401		Helena	MT	59620
Attorney General's Office	Jeff Jackson	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H. Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	PO Box 98920		Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J. Platkin	PO Box 080		Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	CAFA Coordinator	28 Liberty Street 15th Floor		New York	NY	10005
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Dan Rayfield	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Dave Sunday	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F. Neronha	150 S Main St		Providence	RI	02903

Company	Full Name	Address1	Address2	City	State	Zip
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Derek Brown	PO Box 142320		Salt Lake City	UT	84114
Office of the Attorney General	Jason S. Miyares	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R. Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Nick Brown	800 5 th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	John McCuskey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Fainu'ulei Falefatu Ala'ilima-Utu	American Samoa Gov't Exec Ofc Bldg Utulei	Territory of American Samoa	Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	Administrative Division	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	PO Box 10007		Saipan	MP	96950
PR Department of Justice	Domingo Emanuelli Hernández	PO Box 9020192		San Juan	PR	00902
Department of Justice	Gordon C. Rhea, Nominee Attorney General of the United States Virgin Islands	3438 Kronprindsens Gade Ste 2	GERS BLDG	St Thomas	VI	00802

CAFA Notice State Officials Service List – Email

Company	Contact	State
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox: NVAGCAFAnotices@ag.nv.gov	NV

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

**IN RE: GENERIC PHARMACEUTICALS
PRICING ANTITRUST LITIGATION**

**MDL No. 2724
16-MD-2724**

THIS DOCUMENT RELATES TO:

All End-Payer Plaintiffs' Actions

HON. CYNTHIA M. RUFÉ

**DECLARATION OF ERIC J. MILLER REGARDING
(A) MAILING OF THE POSTCARD NOTICE;
(B) PUBLICATION OF SUMMARY NOTICE; AND
(C) REPORT ON EXCLUSIONS, OBJECTIONS, AND REQUESTS TO SPEAK AT
FAIRNESS HEARING RECEIVED TO DATE**

I, Eric J. Miller, declare as follows:

1. I am the Senior Vice President of A.B. Data, Ltd.'s Class Action Administration Company ("A.B. Data"), whose corporate office is located in Milwaukee, Wisconsin. My business address is 5080 PGA Boulevard, Suite 209, Palm Beach Gardens, FL 33418, and my telephone number is 561-336-1801.

2. I submit this Declaration in connection with the above-referenced action (the "Action"). This Declaration is based upon my personal knowledge and upon the information provided by my associates and staff members. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

3. Pursuant to the Court's Order Regarding EPPs Sandoz Settlement (the "Preliminary Approval Order"), A.B. Data was responsible for effectuating notice pursuant to the Notice Plan

approved by the Court. This Declaration details the steps taken by A.B. Data, which consisted of the following: a) direct mail to potential third-party payor (“TPP”) EPP Settlement Class Members using A.B. Data’s proprietary database (the “TPP Database”); b) a digital and print advertising campaign to reach both consumer and TPP EPP Settlement Class Members; c) a news release disseminated over *PR Newswire*; and d) a toll-free telephone number and case-specific website to address potential inquiries. According to the media plan, these combined efforts were estimated to reach approximately 86.0% of the intended audience, with each individual in that audience seeing the notice an average of 1.7 times.

DIRECT MAIL NOTICE TO TPPS

4. On March 10, 2025, A.B. Data mailed the postcard notice (the “Postcard Notice”) via United States Postal Service (“USPS”) First-Class Mail to 42,493 entities in A.B. Data’s TPP Database. These entities include insurance companies, health maintenance organizations, self-insured entities, pharmacy benefits managers (“PBMs”), third-party administrators (“TPAs”), and other entities that may represent potential TPP EPP Settlement Class Members. A copy of the Postcard Notice is attached hereto as **Exhibit A**.

5. In addition, A.B. Data sent 1,522 emails (“Email Notices”) to entities in the TPP Database with available email addresses.

PRINT AND DIGITAL MEDIA

6. Beginning on March 10, 2025, A.B. Data caused digital banner ads and social media newsfeed ads (in English and Spanish) to appear on various websites and social media platforms for 30 days. Over 298.9 million impressions were delivered to potential EPP Settlement Class Members. (A *digital impression* refers to a single instance in which a piece of digital content—such as an advertisement, social media post, or webpage—is displayed on a user's screen.

It indicates that the content was rendered and had the potential to be seen, regardless of whether the user actively engaged with it.) When clicked, the banners directed potential EPP Settlement Class Members to the case website (GenericDrugsEndPayerSettlement.com). The following digital and social media networks were included in the campaign:

- a. Facebook
- b. Google Display Networks
- c. Google AdWords
- d. YouTube
- e. Instagram
- f. AARP.org
- g. Programmatic Platforms

7. Starting April 10, 2025, additional media efforts were deployed across the Google Display Network, YouTube, Google Ads, and other programmatic platforms to boost visibility among potential EPP Settlement Class Members. Additionally, on April 18, 2025, a banner advertisement was featured in an eNewsletter distributed via AARP.org. Within 15 days, these efforts generated over 56 million impressions.

8. To specifically reach TPP EPP Settlement Class Members, A.B. Data also caused digital banner ads to appear on the following websites: BenefitNews.com; ThinkAdvisor.com/life-health; and SHRM.org. These websites are positioned to provide notice to insurance agents, brokers, human resource management, and related TPP professionals.

9. A sampling of the consumer and TPP digital banner ads are attached hereto as **Exhibit B**.

10. The Summary Notice that is approved by the Court was also published in the form of a Publication Notice in *People* magazine. As one of the leading consumer magazines in the United States, *People* offers a broad reach of the target audience. A copy of the ad is attached hereto as **Exhibit C**.

EARNED MEDIA

11. On March 10, 2025, A.B. Data caused the notice, formatted as a news release, to be disseminated via *PR Newswire's* US1 and Multicultural Newslines. This news release was distributed via *PR Newswire* to the news desks of approximately 10,000 newsrooms across the United States, including those in general-market print, broadcast, and digital media. A true and correct copy of the press release is attached hereto as **Exhibit D**.

WEBSITE

12. On March 10, 2025, A.B. Data established a dedicated case-specific website, GenericDrugsEndPayerSettlement.com, to assist potential EPP Settlement Class Members. It includes general information regarding this Action, and the proposed Settlement, including the exclusion and objection deadlines, and the date, time, and location of the Court's Fairness Hearing. A copy of the Long-Form Notice (attached hereto as **Exhibit E**), the Complaints, the Settlement Agreement, proposed Plan of Allocation, the Preliminary Approval Order, and other relevant documents are posted on the website and are available for downloading. In addition, the website provides EPP Settlement Class Members with the ability to sign up for updates regarding the Settlement (*e.g.*, when the claims process will open, and when claim forms will become available). The website is accessible 24 hours a day, 7 days a week. Images of the website and the online registration forms are also included in **Exhibit F** for reference.

TOLL-FREE HELPLINE

13. A.B. Data established a case-specific toll-free number, 1-877-316-0171, with an interactive voice response system and live operators, to accommodate potential EPP Settlement Class Members with questions about the Action. The automated attendant answers the calls and presents callers with a series of choices to respond to basic questions. If callers need further help,

they have the option of being transferred to a live operator during business hours. A.B. Data continues to maintain the telephone helpline and will update the interactive voice response system as necessary through the administration of the Settlement.

REPORT ON EXCLUSIONS

14. The notices and website informed potential EPP Settlement Class Members that if they wish to request exclusion from the Settlement, they must submit a request for exclusion by May 9, 2025.

15. As of the date of this Declaration, A.B. Data has received 81 timely requests for exclusion and one (1) late request for exclusion from the EPP Settlement Class. A summary of these exclusion requests is attached hereto as **Exhibit G**.

REPORT ON OBJECTIONS

16. The notices and website informed potential EPP Settlement Class Members that if they request to object to some or all of the Settlement, the proposed Plan of Allocation, the request for attorneys' fees, expenses, or the proposed service awards or desire to speak in person at the Fairness Hearing, they must file a written letter of objection and/or a notice of intention to speak by May 9, 2025.

17. As of the date of this Declaration, A.B. Data has not received any objection or notice of intention to speak at the Fairness Hearing having been filed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of July 2025.



Eric J. Miller

EXHIBIT A

LEGAL NOTICE

If You Paid or Reimbursed for Certain GENERIC DRUGS in the United States between May 1, 2009 and December 31, 2019, You Could Get a Payment from a Class Action Settlement.

***A federal court authorized this Notice.
This is not a solicitation from a lawyer.***

1-877-316-0171

www.GenericDrugsEndPayerSettlement.com

Your legal rights might be affected by a proposed \$275,000,000 Settlement in a class action lawsuit (*In re Generic Pharmaceuticals Antitrust Litigation*, No. 16-MD-2724) pending in the United States District Court for the Eastern District of Pennsylvania. The lawsuit claims that Sandoz Inc. and Fougera Pharmaceuticals Inc. (“Sandoz”) and other generic manufacturers (the “Non-Settling Defendants”) violated federal and state antitrust laws, consumer protection statutes, and common law, causing End-Payers – including consumers and Third-Party Payers (“TPPs”) (e.g., entities such as insurers or employers with self-funded prescription drug plans) – to pay more than they should have for certain generic drugs (“Named

Generic Drugs”). Sandoz denies that it is liable to End-Payers. The Court has not decided who is right. The lawsuit remains ongoing against the Non-Settling Defendants.

In re Generic Pharmaceuticals End-Payer Antitrust Litigation
c/o A.B. Data, Ltd.
P.O. Box 173118
Milwaukee, WI 53217

Postmaster: Please DO NOT Cover Up Barcode

<<Barcode>>

<<Claim ID>>

<<Mailing Address>>

For more information: **1-877-316-0171** or visit **www.GenericDrugsEndPayerSettlement.com**.

Am I a Settlement Class Member? This lawsuit was brought by End-Payers for Named Generic Drugs (“EPPs”), and the court has preliminarily certified an EPP Sandoz Settlement Class that consists of TPPs and consumers. You may be a member of the Settlement Class if you are a TPP or consumer that indirectly purchased, paid for, and/or provided reimbursement for some or all of the purchase price for one or more of the Named Generic Drugs, for personal use by yourself or your members, and other than for resale, in the United States (except Indiana and Ohio) and in some United States territories, at any time during the period from May 1, 2009 through December 31, 2019. Certain kinds of entities are excluded from the Settlement Class. A more detailed notice that includes the full class descriptions and who is or is not included; the list of Named Generic Drugs; the complete list of Defendants; and the Settlement Agreement is available at www.GenericDrugsEndPayerSettlement.com (the “EPP Settlement Website”).

What does the Settlement provide? Under the proposed Settlement, Sandoz has paid \$275,000,000 into a settlement fund. The settlement fund may be reduced under certain circumstances, as explained in the Settlement Agreement. It will be used to pay eligible Settlement Class Members, following deductions for the costs of settlement notice and administration (up to \$750,000); and, subject to Court approval, deductions for attorneys’ fees of up to one-third of the fund plus interest, litigation expenses (up to \$26,000,000), and service awards to the Settlement Class Representatives (up to \$500,000 altogether). Settlement Class Counsel will post their request for fees, expenses, and service awards on the EPP Settlement Website. Sandoz also agreed to cooperate with EPPs in providing information related to EPPs’ litigation against the Non-Settling Defendants.

How do I get a payment? Money will be distributed if and after the Court approves the Settlement. The amount and the timing of payment will be based on a Plan of Allocation that must be approved by the Court. EPPs’ proposed Plan of Allocation is posted on the EPP Settlement Website. The claims process will open at a later date. To receive settlement-related updates, including when claim forms are available, you should register on the EPP Settlement Website or call the toll-free number below.

If I am a Settlement Class Member, what are my options? If you do nothing, you will remain a Settlement Class Member, be eligible to participate in the Settlement, be legally bound by the Court’s rulings on the Settlement and the claims against Sandoz, and you will not be able to pursue your claims against Sandoz. If you do not want to be legally bound by the Settlement, or if you want to keep your right to sue Sandoz yourself, you must exclude yourself. If you elect to remain in the Settlement Class but object to some or all of the Settlement, the proposed Plan of Allocation, the request for attorneys’ fees, expenses, or the proposed service awards, you may object. Details on how to request exclusion or object are on the EPP Settlement Website. Any exclusion requests or objections must be submitted by **May 9, 2025**. The Court will hold a Fairness Hearing on **July 23, 2025 at 11:00 a.m.** to decide whether to approve the Settlement, the Plan of Allocation, and any request for attorneys’ fees, expenses, or service awards. If you wish to appear at the hearing, you must file a “Notice of Intention to Appear” with the Court and you may (but are not required to) hire your own attorney to appear in court for you at your own expense. The Court may change deadlines or the date and time of the hearing. Check the EPP Settlement Website for updates.

EXHIBIT B

Banner Ads:



If You Paid for **GENERIC DRUGS**
for your members,
employees, insureds,
participants, or
beneficiaries

You Could **Get Money**
from a
**\$275 MILLION
SETTLEMENT**

Learn More at

GenericDrugsEndPayerSettlement.com

The banner features a blue background with a white and blue medical syringe and several white and blue pills scattered on the right side.



Did You Pay for
**PRESCRIPTION
GENERIC DRUGS?**

You Could **Get
Money** from a
**\$275 MILLION
SETTLEMENT**

Learn More at

GenericDrugsEndPayerSettlement.com

The banner features a blue background with a white and blue medical syringe and several white and blue pills scattered on the right side.

EXHIBIT C

**The Bachelor's
Grant & Juliana**
Finale Drama
& Wedding Plans!

Maria Shriver

On Growing Up Kennedy,
Surviving Divorce and Finding
Her True Self

**Selena
& Benny**

Their Sexy New
Music &
What's Next

**JENNA
BUSH HAGER
& SISTER
BARBARA**

People
Exclusive

Raising Our Kids Together

**MOTHERHOOD, FAMILY
LEGACY & OUR TWIN BOND**

The sisters open up about
their White House years (ghosts
and all!), 'embarrassing' their
children and always having each
other's backs

April 7, 2025

***If You Paid or Reimbursed for Certain
PRESCRIPTION GENERIC DRUGS
in the United States between May 1, 2009 and December 31, 2019,
You Could Get a Payment from a Class Action Settlement.***

*A federal court authorized this Notice.
This is not a solicitation from a lawyer.*

1-877-316-0171
www.GenericDrugsEndPayerSettlement.com

Para conseguir una notificación en español, llame a 1-877-316-0171
o visite el sitio web: www.GenericDrugsEndPayerSettlement.com

Your legal rights might be affected by a proposed \$275,000,000 Settlement in a class action lawsuit (*In re Generic Pharmaceuticals Antitrust Litigation*, No. 16-MD-2724) pending in the United States District Court for the Eastern District of Pennsylvania. The lawsuit claims that Sandoz Inc. and Fougere Pharmaceuticals Inc. (“Sandoz”) and other generic manufacturers (the “Non-Settling Defendants”) violated federal and state antitrust laws, consumer protection statutes, and common law, causing End-Payers – including consumers and Third-Party Payers (“TPPs”) (e.g., entities such as insurers or employers with self-funded prescription drug plans) – to pay more than they should have for certain prescription generic drugs (“Named Generic Drugs”). Sandoz denies that it is liable to End-Payers. The Court has not decided who is right. The lawsuit remains ongoing against the Non-Settling Defendants.

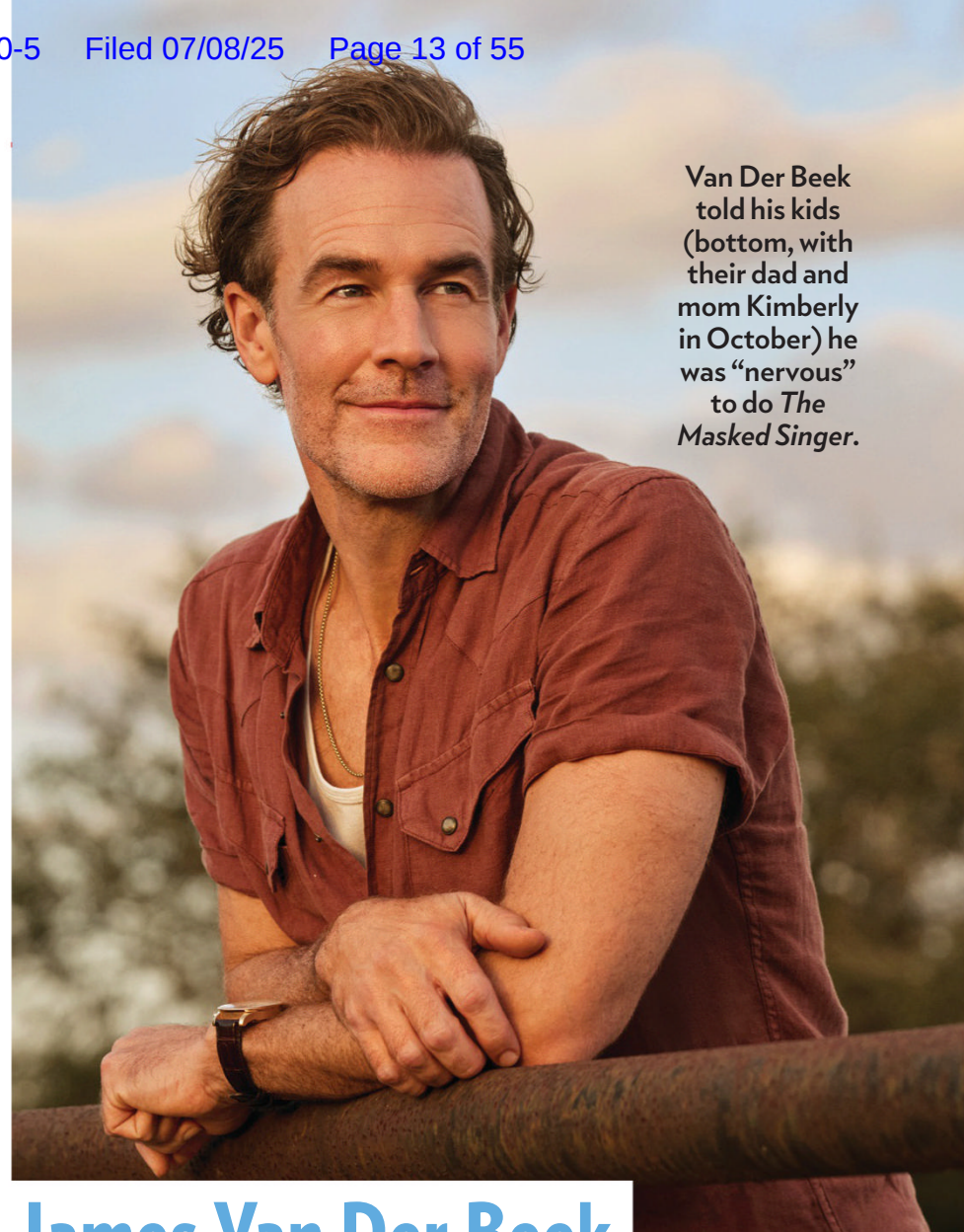
Am I a Settlement Class Member? This lawsuit was brought by End-Payers for Named Generic Drugs (“EPPs”), and the court has preliminarily certified an EPP Sandoz Settlement Class that consists of TPPs and consumers. You may be a member of the Settlement Class if you are a TPP or consumer that indirectly purchased, paid for, and/or provided reimbursement for some or all of the purchase price for one or more of the Named Generic Drugs, for personal use by yourself or your members, and other than for resale, in the United States (except Indiana and Ohio) and in some United States territories, at any time during the period from May 1, 2009 through December 31, 2019. Certain kinds of entities are excluded from the Settlement Class. A more detailed notice that includes the full class description and who is or is not included; the list of Named Generic Drugs; the complete list of Defendants; and the Settlement Agreement is available at www.GenericDrugsEndPayerSettlement.com (the “EPP Settlement Website”).

What does the Settlement provide? Under the proposed Settlement, Sandoz has paid \$275,000,000 into a settlement fund. The settlement fund may be reduced under certain circumstances, as explained in the Settlement Agreement. It will be used to pay eligible Settlement Class Members, following deductions for the costs of settlement notice and administration (up to \$750,000); and, subject to Court approval, deductions for attorneys’ fees of up to one-third of the fund plus interest, litigation expenses (up to \$26,000,000), and service awards to the Settlement Class Representatives (up to \$500,000 altogether). Settlement Class Counsel will post their request for fees, expenses, and service awards on the EPP Settlement Website. Sandoz also agreed to cooperate with EPPs in providing information related to EPPs’ litigation against the Non-Settling Defendants.

How do I get a payment? Money will be distributed if and after the Court approves the Settlement. The amount and the timing of payment will be based on a Plan of Allocation that must be approved by the Court. EPPs’ proposed Plan of Allocation is posted on the EPP Settlement Website. The claims process will open at a later date. To receive settlement-related updates, including when claim forms are available, you should register on the EPP Settlement Website or call the toll-free number below.

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For more information: 1-877-316-0171
or visit www.GenericDrugsEndPayerSettlement.com.



Van Der Beek told his kids (bottom, with their dad and mom Kimberly in October) he was “nervous” to do *The Masked Singer*.

James Van Der Beek Is in a ‘Portal of Healing’

▶ *James Van Der Beek was revealed to be the Griffin on The Masked Singer on March 19. Here, the Dawson’s Creek alum and dad of six, 48, discusses his journey on the singing competition series and life since opening up about his colorectal cancer last fall.*
Did you have any reservations about singing on a big stage? Yes! I had not sung in public in a very, very long time. I used to audition for musicals when I was young and not get the parts, but I do think I sing better now than I did then. Broadway would be a dream.
How did you balance the gig while still in treatment for cancer?

What was cool was the audience didn’t know about me or the cancer. So whatever was going on in my trailer, it was this great escape to be able to put on my mask and just connect with the audience and not have cancer be a part of it.
How are you feeling? I’m feeling good! But I’m still in a portal of healing, so once I feel like it’s responsible and safe to give more details, I will.

—GILLIAN TELLING



EXHIBIT D

\$275 Million Class Action Settlement To Benefit Consumers and Third-Party Payers Announced by End-Payer Plaintiffs in Prescription Generic Drug Case

USA - English ▼

NEWS PROVIDED BY
Fine, Kaplan, and Black, R.P.C.
Mar 10, 2025, 15:00 ET

SHARE THIS ARTICLE

PHILADELPHIA, March 10, 2025 /PRNewswire/ --

LEGAL NOTICE

Fine, Kaplan, and Black, R.P.C. announces: If You Purchased, Paid, or Reimbursed for Certain PRESCRIPTION GENERIC DRUGS in the United States between May 1, 2009 and December 31, 2019, You Could Get a Payment from a Class Action Settlement.

***A federal court authorized this Notice.
This is not a solicitation from a lawyer.***

1-877-316-0171

www.GenericDrugsEndPayerSettlement.com

Para conseguir una notificación en español, llame a 1-877-316-0171 o visite el sitio web:

www.GenericDrugsEndPayerSettlement.com

Your legal rights might be affected by a proposed \$275,000,000 Settlement in a class action lawsuit (*In re Generic Pharmaceuticals Antitrust Litigation*, No. 16-MD-2724) pending in the United States District Court for the Eastern District of Pennsylvania. The lawsuit claims that Sandoz Inc. and Fougere Pharmaceuticals Inc. ("Sandoz") and other generic manufacturers (the "Non-Settling Defendants") violated federal and state antitrust laws, consumer protection statutes, and common law, causing End-Payers – including consumers and Third-Party Payers ("TPPs") (e.g., entities such as insurers or employers with self-funded prescription drug plans) – to pay more than they should have for certain prescription generic drugs ("Named Generic Drugs"). Sandoz denies that it is liable to End-Payers. The Court has not decided who is right. The lawsuit remains ongoing against the Non-Settling Defendants.

Am I a Settlement Class Member? This lawsuit was brought by End-Payers for Named Generic Drugs ("EPPs"), and the court has preliminarily certified an EPP Sandoz Settlement Class that consists of TPPs and consumers. You may be a member of the Settlement Class if you are a TPP or consumer that indirectly purchased, paid for, and/or provided reimbursement for some or all of the purchase price for one or more of the Named Generic Drugs, for personal use by yourself or your members, and other than for resale, in the United States (except Indiana and Ohio) and in some United States territories, at any time during the period from May 1, 2009 through December 31, 2019. Certain kinds of entities are excluded from the Settlement Class. A more detailed notice that includes the full class description and who is or is not included; the list of Named Generic Drugs; the complete list of Defendants; and the Settlement Agreement is available at www.GenericDrugsEndPayerSettlement.com.

What does the Settlement provide? Under the proposed Settlement, Sandoz has paid \$275,000,000 into a settlement fund. The settlement fund may be reduced under certain circumstances, as explained in the Settlement Agreement. It will be used to pay eligible Settlement Class Members, following deductions for the costs of settlement notice and administration (up to \$750,000); and,

subject to Court approval, deductions for attorneys' fees of up to one-third of the fund plus interest, litigation expenses (up to \$26,000,000), and service awards to the Settlement Class Representatives (up to \$500,000 altogether). Settlement Class Counsel will post their request for fees, expenses, and service awards on www.GenericDrugsEndPayerSettlement.com. Sandoz also agreed to cooperate with EPPs in providing information related to EPPs' litigation against the Non-Settling Defendants.

How do I get a payment? Money will be distributed if and after the Court approves the Settlement. The amount and the timing of payment will be based on a Plan of Allocation that must be approved by the Court. EPPs' proposed Plan of Allocation is posted on www.GenericDrugsEndPayerSettlement.com. The claims process will open at a later date. To receive settlement-related updates, including when claim forms are available, you should register on www.GenericDrugsEndPayerSettlement.com or call 1-877-316-0171.

If I am a Settlement Class Member, what are my options? If you do nothing, you will remain a Settlement Class Member, be eligible to participate in the Settlement, be legally bound by the Court's rulings on the Settlement and the claims against Sandoz, and you will not be able to pursue your claims against Sandoz. If you do not want to be legally bound by the Settlement, or if you want to keep your right to sue Sandoz yourself, you must exclude yourself. If you elect to remain in the Settlement Class but object to some or all of the Settlement, the proposed Plan of Allocation, the request for attorneys' fees, expenses, or the proposed service awards, you may object. Details on how to request exclusion or object are on www.GenericDrugsEndPayerSettlement.com. Any exclusion requests or objections must be submitted by **May 9, 2025**. The Court will hold a Fairness Hearing on **July 23, 2025 at 11:00 a.m.** to decide whether to approve the Settlement, the Plan of Allocation, and any request for attorneys' fees, expenses, or service awards. If you wish to appear at the hearing, you must file a "Notice of Intention to Appear" with the Court and you may (but are not required to) hire your own attorney to appear in court for you at your own expense. The Court may change deadlines or the date and time of the hearing. Check www.GenericDrugsEndPayerSettlement.com for updates.

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Los demandantes finales anuncian un acuerdo colectivo de \$275 millones en beneficio de los consumidores y terceros pagadores, en el caso de los medicamentos genéricos de venta con receta

AVISO LEGAL Fine, Kaplan, and Black, R.P.C. anuncia: si usted compró, pagó o reembolsó por ciertos MEDICAMENTOS GENÉRICOS CON RECETA en Estados...

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EXHIBIT E

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

If you purchased, paid for, and/or provided reimbursement for some or all of the price of one or more of the Prescription Generic Drugs listed in Appendix A to this Notice at any time from May 1, 2009 until December 31, 2019, you could get a payment from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROCEEDINGS IN THIS ACTION WHETHER YOU ACT OR DO NOT ACT. THIS NOTICE ADVISES YOU OF YOUR RIGHTS AND OPTIONS WITH RESPECT TO THIS LITIGATION.

Para conseguir una notificación en español, llame a 1-877-316-0171 o visite el sitio web:
www.GenericDrugsEndPayerSettlement.com

This is to provide notice of the preliminary approval of a proposed \$275,000,000 Settlement with Defendants Sandoz Inc. and Fougera Pharmaceuticals Inc. (“Sandoz”) in a Lawsuit brought by Consumers and Third-Party Payers (“TPPs”) who were End-Payers (“End-Payer Plaintiffs” or “EPPs”) of the generic drugs listed in Appendix A at the end of this Notice (the “Named Generic Drugs”). The Lawsuit is a group of class actions coordinated under the civil docket *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724 in the United States District Court for the Eastern District of Pennsylvania. The Lawsuit claims that generic drug manufacturers, including Sandoz, violated federal and state antitrust laws, consumer protection statutes, and common law, harming competition and causing the End-Payer Settlement Class to overpay for the Named Generic Drugs. Sandoz denies liability. The Court has not decided who is right. No trial has been held.

The proposed settlement does not resolve any of the claims of the Settlement Class against the remaining Defendants and the Lawsuit against those Non-Settling Defendants is ongoing.

- The Court has preliminarily certified an EPP Sandoz Settlement Class (the “Settlement Class”) for settlement purposes only. The class is defined as:

All persons and entities in each of the 50 United States (except Indiana and Ohio), as well as the District of Columbia, Puerto Rico and the U.S. Virgin Islands, that indirectly purchased, paid and/or provided reimbursement for some or all of the purchase price for any Named Generic Drugs, other than for resale, from May 1, 2009 to December 31, 2019.

Excluded from the EPP Sandoz Settlement Class are (a) Defendants, their officers, directors, management, employees, subsidiaries and affiliates; (b) all federal governmental entities; (c) all state governmental entities (except for cities, towns, municipalities, counties and other local governmental entities with self-funded prescription drug plans, all of which are included in the class); (d) all governmental Medicaid agencies, private Medicaid managed care organizations, and consumers who were covered by Medicaid for their purchases of Named Generic Drugs; and (e) Judges assigned to this case and any members of their immediate families. For the avoidance of doubt, the class does not include (i) persons or entities who only purchased Named Generic Drugs for purposes of resale or directly from Defendants; (ii) fully insured employers to the extent that they use fully-insured plans (*i.e.*, employers that purchased insurance covering 100% of their reimbursement obligation to members); and (iii) pharmacy benefit managers.

Where a putative class member has purchases that meet the definition of the Settlement Class, but also has purchases that fall within one or more of the exclusions above, that putative class member is included in the Settlement Class only with respect to those purchases that meet the definition of the Settlement Class.

- The proposed Settlement provides that Sandoz will pay \$275,000,000 for the benefit of Consumers and TPPs. The Sandoz settlement fund may be reduced under certain circumstances as explained in the Settlement Agreement. As discussed below, the costs of administering the fund and providing notice of the Settlement may be deducted from the fund; and attorneys' fees, expenses and service awards may be deducted from the fund with Court approval.
- Money will be distributed if and after the Court approves the Settlement, likely in conjunction with the proceeds of other settlements, upon Court Order and pursuant to a Court-approved plan for allocating the Sandoz settlement fund to Settlement Class Members (the "Plan of Allocation"). The proposed Plan of Allocation is posted on the website **www.GenericDrugsEndPayerSettlement.com** (the "EPP Settlement Website" or "Settlement Website").
- The Court has scheduled a hearing (the "Final Fairness Hearing") to decide whether to approve the Settlement, the Plan of Allocation, and any requests by EPPs' attorneys for reimbursement of expenses out of the settlement fund. The Final Fairness Hearing is scheduled for **July 23, 2025 at 11:00 a.m.**, before Judge Cynthia M. Rufe at the United States District Court for the Eastern District of Pennsylvania, Courtroom 12-A, 601 Market Street, Philadelphia, PA 19106.
- You do not need to attend the hearing. If you wish to appear at the hearing, you must file a "Notice of Intention to Appear" with the Court and you may (but are not required to) hire your own attorney to appear in court for you at your own expense. Your Notice must be received by **May 9, 2025**.
- The deadlines in this Notice, and the date and time of the hearing, may be amended by Court Order. Check the Settlement Website for updates. You may also register on the Settlement Website to receive updates by mail or email.

YOUR LEGAL RIGHTS AND OPTIONS	
STAY IN THE SETTLEMENT CLASS	You do not need to do anything now to retain your right to stay in the Settlement Class and/or seek a share of the proposed Settlement. You may register on the Settlement Website for settlement-related updates. Then, if the Court decides to give the proposed Settlement final approval, you will be notified by email or mail when a claim form becomes available. Once a claim form is available, you will be able to obtain it from the Settlement Website or by calling 1-877-316-0171.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You may choose to exclude yourself, or “opt out,” from the Settlement Class. If you decide to exclude yourself, you will not be bound by any future decision in this Lawsuit relating to Sandoz. This is the only option that allows you to ever be part of any lawsuit (other than this Lawsuit) against Sandoz relating to the legal claims against Sandoz in this case. You will not receive a payment from the Settlement if you elect to exclude yourself. Details on how to submit a valid request for exclusion are explained below. Requests for exclusion must be postmarked by May 9, 2025.
STAY IN THE LAWSUIT BUT OBJECT TO THE SETTLEMENT	If you wish to object to all or any part of the proposed Settlement, you may write to the Court about why you do not like the proposed Settlement. Details on how to submit an objection are explained below. Objections must be received by the Court by May 9, 2025. If you wish to attend and speak at the Final Fairness Hearing about your objection, then you must notify the Court that you wish to attend by filing a Notice of Intention to Appear by May 9, 2025 (see instructions below).
GET MORE INFORMATION	If you would like to obtain more information about the Lawsuit or the Settlement, you can review the materials on www.GenericDrugsEndPayerSettlement.com, call 1-877-316-0171, send questions to the Notice Administrator at info@GenericDrugsEndPayerSettlement.com, and/or attend the Final Fairness Hearing.

THESE RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.

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BASIC INFORMATION

1. WHY DID I RECEIVE NOTICE?

A federal court authorized this Notice. You received Notice because you may have purchased, paid for, and/or provided reimbursement for some or all of the purchase price of one or more Named Generic Drugs at some time from May 1, 2009 until December 31, 2019, and therefore you may be a member of the Settlement Class that was preliminarily certified by the Court. The Settlement Class consists of Consumers (*i.e.*, persons who purchased one or more of the Named Generic Drugs in a pharmacy or by mail-order prescription) and Third-Party Payers (*i.e.*, entities that paid for and/or reimbursed for some or all of the purchase price of one or more of the Named Generic Drugs for use by their members, employees, insureds, participants or beneficiaries). *See* Question 6 for the full class definition and details on who is excluded from the class. You may have received this Notice in error so you should confirm from your own records that you paid for one or more Named Generic Drugs at some time from May 1, 2009 to December 31, 2019 and fall within the Settlement Class definition.

This Notice is only a summary of the Settlement Agreement and your rights. You are encouraged to carefully review the complete Settlement Agreement, which is posted on the Settlement Website.

2. WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit is a group of proposed class actions coordinated under the docket *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724. EPPs' class action complaints are available on the Settlement Website. Judge Cynthia M. Rufe, of the United States District Court for the Eastern District of Pennsylvania (the "Court"), is overseeing the Lawsuit and the Settlement.

The EPPs allege that Defendants engaged in an unlawful scheme or schemes to fix, maintain and stabilize prices, rig bids, and engage in market and customer allocation of the Named Generic Drugs in violation of federal and state antitrust laws, consumer protection statutes and common law. EPPs allege that Defendants' conduct harmed competition and caused Settlement Class Members to overpay for the Named Generic Drugs.

All Defendants, including Sandoz, deny that any Settlement Class Member is entitled to damages or other relief. All Defendants, including Sandoz, deny liability as to EPPs' claims. The Settlement between EPPs and Sandoz is not an admission of wrongdoing by any Defendant, including Sandoz.

Following investigation of relevant facts, substantial fact discovery, and arm's length negotiations with Sandoz, EPPs, on behalf of the Settlement Class, entered into the Settlement with Sandoz.

There has been no determination by the Court or a jury that the allegations against Sandoz or the other Defendants have been proven or that, if proven, the conduct caused harm to any Settlement Class Members. No trial has been held.

3. WHAT IS A CLASS ACTION?

In a class action, one or more people called “Class Representatives” sue on behalf of others who have similar claims.

The EPP Sandoz Settlement Class Representatives are 1199SEIU Greater New York Benefit Fund; 1199SEIU Licensed Practical Nurses Welfare Fund; 1199SEIU National Benefit Fund; 1199SEIU National Benefit Fund for Home Care Workers; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; American Federation of State, County and Municipal Employees District Council 47 Health & Welfare Fund; City of Providence, Rhode Island; Detectives Endowment Association of the City of New York; Hennepin County; Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana; Philadelphia Federation of Teachers Health and Welfare Fund; Self-Insured Schools of California; Sergeants Benevolent Association of the Police Department of the City of New York Health and Welfare Fund; UFCW Local 1500 Welfare Fund; Uniformed Fire Officers Association Family Production Plan Local 854; and United Food & Commercial Workers and Employers Arizona Health & Welfare Trust; Nina Diamond; Ottis McCrary; Valerie Velardi; and Robby Johnson.

The EPPs and those on whose behalf they have sued together constitute the “Settlement Class” or “Settlement Class Members.” Their attorneys are called “Settlement Class Counsel.”

In a class action lawsuit, one court resolves the issues for all Class Members, except for those who exclude themselves (*i.e.*, “opt out”) from the Class. The Court, by Order dated February 19, 2025, has preliminarily determined that the lawsuit between EPPs and Sandoz can proceed as a class action for purposes of determining whether to approve the Settlement. A copy of the Court’s Order may be found on the Settlement Website.

Specifically, the Court has found that, for the purposes of this Settlement:

- The number of Settlement Class Members is so numerous that joining them all into one suit is impracticable;
- Members of the Settlement Class share common legal or factual issues relating to the claims in this case;
- The claims of EPPs are typical of the claims of Settlement Class Members;
- EPPs and Settlement Class Counsel are capable of fairly and adequately protecting the interests of the Settlement Class; and
- Common legal questions and facts predominate over questions affecting only individual members of the Settlement Class, and certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class Members.

4. WHO ARE THE DEFENDANTS IN THIS LAWSUIT?

The Defendants in this lawsuit are:

- | | |
|-----------------------------|---------------------|
| • Actavis Elizabeth, LLC | • Akorn Sales, Inc. |
| • Actavis Holdco U.S., Inc. | • Akorn, Inc. |
| • Actavis Pharma Inc. | • Alvogen, Inc. |

- Amneal Pharmaceuticals, Inc.
- Amneal Pharmaceuticals, LLC
- Apotex Corp.
- Ascend Laboratories, LLC
- Aurobindo Pharma USA, Inc.
- Barr Pharmaceuticals, LLC
- Bausch Health Americas, Inc.
- Bausch Health US, LLC
- Breckenridge Pharmaceutical, Inc.
- Camber Pharmaceuticals, Inc.
- Citron Pharma, LLC
- Dava Pharmaceuticals, LLC
- Dr. Reddy's Laboratories, Inc.
- Epic Pharma, LLC
- Fougera Pharmaceuticals Inc.
- G&W Laboratories, Inc.
- Generics Bidco I, LLC
- Glenmark Pharmaceuticals Inc., USA
- Glenmark Pharmaceuticals, Inc.
- Greenstone LLC
- Heritage Pharmaceuticals, Inc.
- Hikma Labs, Inc.
- Hikma Pharmaceuticals USA, Inc.
- Hi-Tech Pharmacal Co., Inc.
- Impax Laboratories, Inc.
- Impax Laboratories, LLC
- Jubilant Cadista Pharmaceuticals Inc.
- Lannett Company, Inc.
- Lupin Pharmaceuticals, Inc.
- Mallinckrodt Inc.
- Mayne Pharma Inc.
- Morton Grove Pharmaceuticals, Inc.
- Mutual Pharmaceutical Company, Inc.
- Mylan Pharmaceuticals, Inc.
- Mylan, Inc.
- Oceanside Pharmaceuticals, Inc.
- Par Pharmaceutical, Inc.
- Perrigo New York Inc.
- Pfizer, Inc.
- Pliva, Inc.
- Sandoz, Inc.
- Sun Pharmaceutical Industries, Inc.
- Taro Pharmaceuticals USA, Inc.
- Teligent, Inc.
- Teva Pharmaceuticals USA, Inc.
- Torrent Pharma Inc.
- Upsher-Smith Laboratories, LLC
- Versapharm Inc.
- West-Ward Columbus, Inc.
- West-Ward Pharmaceuticals Corp.
- Wockhardt USA LLC
- Zydus Pharmaceuticals (USA), Inc.

5. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of EPPs or Sandoz. Instead, both sides have agreed to the Settlement. EPPs and Sandoz were preparing to proceed with the litigation and eventually go to trial, but they have now agreed to the proposed Settlement. By agreeing to this Settlement, the parties avoid the costs and uncertainty of additional discovery, motion practice, and an eventual trial, and if the Settlement is approved by the Court, Settlement Class Members will be eligible to receive a payment from the Settlement. EPPs and Settlement Class Counsel believe that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS AND SETTLEMENT

6. AM I PART OF THE SETTLEMENT CLASS AND THE SETTLEMENT?

For settlement purposes only, the Court preliminarily certified the EPP Sandoz Settlement Class on February 19, 2025.

You may be an EPP Sandoz Settlement Class Member if:

You are in any of the 50 United States (except Indiana and Ohio), as well as the District of Columbia, Puerto Rico, and the U.S. Virgin Islands, and indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price for any Named Generic Drugs, other than for resale, from May 1, 2009 to December 31, 2019.

You are ***NOT*** a member of the EPP Sandoz Settlement Class if you are among any of the following:

- a) Defendants, their officers, directors, management, employees, subsidiaries and affiliates;
- b) all federal governmental entities;
- c) all state governmental entities (except for cities, towns, municipalities, counties and other local governmental entities with self-funded prescription drug plans, all of which are included in the class);
- d) all governmental Medicaid agencies, private Medicaid managed care organizations, and consumers who were covered by Medicaid for their purchases of Named Generic Drugs;
- e) Judges assigned to this case and any members of their immediate families;
- f) persons or entities who only purchased Defendants' Named Generic Drugs for purposes of resale or directly from Defendants;
- g) fully insured employers to the extent that they use fully-insured plans (*i.e.*, employers that purchased insurance covering 100% of their reimbursement obligation to members); or
- h) pharmacy benefit managers.

If you made purchases that meet the definition of the Settlement Class, but also made purchases that fall within one or more of the exclusions above, you are included in the Settlement Class only with respect to those purchases that meet the definition of the Settlement Class.

The Named Generic Drugs are listed at the end of this Notice in Appendix A.

If you are not sure whether you are included in the Settlement Class, you may call 1-877-316-0171, review the materials and information posted on the Settlement Website, or contact the attorney or law firm identified in Question 16 below. If you wish to exclude yourself from the Settlement Class, please refer to Question 7.

7. CAN I REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS?

Yes, the Court has set **May 9, 2025**, as the deadline for requests for exclusion. To exclude yourself, you must send a letter via email to info@GenericDrugsEndPayerSettlement.com or via First-Class U.S. Mail to:

In re: Generic Pharmaceuticals Pricing Antitrust Litigation – End-Payer Settlement

EXCLUSIONS

c/o A.B. Data, Ltd.

P.O. Box 173001

Milwaukee, WI 53217

The letter must include the following:

- (i) For consumers: your name, postal address, email address (if available), and phone number;

- (ii) For TPPs: your entity name, postal address, email address, phone number and Internal Revenue Service Employer Identification Number; and the name, title and signature of your representative submitting the request for exclusion;
- (iii) The name and number of the case: *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724 (E.D. Pa.); and
- (iv) A statement, signed by you (if you are a consumer) or an authorized representative (if you are a TPP), that you are a member of the EPP Sandoz Settlement Class and wish to be excluded from the EPP Sandoz Settlement Class.

In addition,

- If you are a self-insured entity that seeks exclusion for its prescription drug plan(s) (or health plan(s) with prescription drug benefits), you must state the name(s) of the plan(s) with specificity.
- If you are an entity that seeks to exclude any claims that were assigned to you by another entity, you must submit documentation showing the assignment and your authority to exclude those claims.
- If you are an entity seeking to exclude another entity, *e.g.*, an insurer seeking to exclude its Administrative Services Only (“ASO”) customers, you must identify with specificity each such entity that you seek to exclude, **and** you must provide a declaration from each entity’s authorized representative, substantially in the form set forth below and executed specifically in connection with this litigation, attesting to your authority to opt the entity’s claims out of the Settlement Class:

Date

Declarant Name

Declarant Address

Declarant Telephone Number

Declarant Email Address

Declarant EIN

Dear Notice Administrator:

I am [Name and Title of Officer or Employee of Declarant Requesting Exclusion]. [Declarant] has authorized [Submitting Entity] to request exclusion from the EPP Sandoz Settlement Class on [Declarant]’s behalf in the case *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724 (E.D. Pa.).

I do so declare under penalty of perjury.

Name/Title of Officer or Employee

Date Signed

A SEPARATE EXCLUSION REQUEST MUST BE SUBMITTED BY EACH SETTLEMENT CLASS MEMBER ELECTING TO BE EXCLUDED. ANY SETTLEMENT CLASS MEMBER

INCLUDED IN THE EPP SANDOZ SETTLEMENT CLASS THAT DOES NOT SUBMIT A VALID REQUEST FOR EXCLUSION PROVIDING ALL NECESSARY INFORMATION WILL REMAIN A MEMBER OF THE EPP SANDOZ SETTLEMENT CLASS.

Your letter requesting exclusion must be EMAILED or POSTMARKED no later than May 9, 2025.

8. WHAT IS THE LEGAL SIGNIFICANCE OF EXCLUDING MYSELF?

If you exclude yourself from the Settlement Class, you cannot object to any of the terms of the related Settlement Agreement. You also will not be legally bound by anything that happens in the lawsuit between EPPs and Sandoz. This means that you may be able to sue (or continue to sue) Sandoz in the future about the legal issues in this case. If you intend to exclude yourself from the Settlement Class so that you can start or continue your own lawsuit against Sandoz, you should talk to your own lawyer before doing so, because your claims are subject to a statute of limitations, which means that your claims will expire at a certain time (or may already have expired).

9. IF I DON'T EXCLUDE MYSELF, CAN I SUE SANDOZ LATER?

No. If you do not exclude yourself from the Settlement Class, and you have a valid claim, you can share in the Settlement, but you will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Sandoz arising from the claims released as part of this Settlement, including claims brought in the case by EPPs against Sandoz. (*See* Question 12 for more information on the released claims.) All of the Court's Orders in the case between EPPs and Sandoz will apply to you and legally bind you. If the Court grants final approval to the proposed Settlement and enters final judgment in the case between EPPs and Sandoz, you will also be bound by the Settlement between EPPs and Sandoz.

10. WHAT HAPPENS IF I DO NOTHING?

If you are a Settlement Class Member and you do nothing, you will remain in the Settlement Class and be eligible to participate in the Settlement as described in this Notice, if the Settlement is approved. When the time comes for distribution of the settlement fund, you will need to complete, sign, and return a Settlement claim form.

To receive updates on, *e.g.*, whether the Settlement has been approved by the Court, and whether a claim form is available and the deadline for submitting it, you should complete the online registration form on the Settlement Website. When a claim form becomes available, you will be able to obtain it from the Settlement Website or by calling 1-877-316-0171.

THE SETTLEMENT'S BENEFITS

11. WHAT DOES THE SETTLEMENT PROVIDE?

Pursuant to the terms of the Settlement, Sandoz has paid \$275,000,000.00 in cash to an interest-bearing escrow account for the benefit of EPP Sandoz Settlement Class Members. The Settlement amount may be reduced by a maximum of \$45,000,000.00 under certain circumstances as explained in the Settlement Agreement. Additionally, the following will be deducted from the settlement fund: the costs of settlement notice and administration (up to \$750,000.00), and, if approved by the Court, attorneys' fees (up to one-third of the settlement fund plus interest), litigation expenses (up to \$26,000,000.00), and service awards to the EPP

Sandoz Settlement Class Representatives (up to \$500,000.00 altogether). The settlement fund shall be held in escrow pending final approval of the Settlement. Sandoz has also agreed to cooperate with EPPs in providing information related to EPPs' litigation against the Non-Settling Defendants.

The Settlement Agreement may be terminated if the Court does not approve it. If the Settlement Agreement is terminated, the Lawsuit will proceed against Sandoz as if the Settlement had not been reached.

The complete Settlement Agreement is available on the Settlement Website. This Notice is not meant to, and does not, alter the terms of the Settlement Agreement.

12. WHAT CLAIMS AM I SETTLING?

If the Settlement becomes final, the litigation between EPPs and Sandoz will be dismissed with prejudice, and the EPP Sandoz Settlement Class Members will be releasing Sandoz from all claims identified in the Settlement Agreement. Those claims include all claims that have been brought or could have been brought concerning the subject matter of or conduct alleged in EPPs' class action complaints, copies of which are available on the Settlement Website.

The Settlement Agreement specifically describes the released claims, in accurate legal terminology, so read them carefully. For the details of the releases, *see* paragraphs I.B., I.H., I.Q., I.R., and VI. of the Settlement Agreement, which is available on the Settlement Website.

Non-Settling Defendants are **not** part of the proposed Settlement. EPPs' Lawsuit against the Non-Settling Defendants is continuing.

13. HOW CAN I GET A PAYMENT FROM THE SETTLEMENT?

The claims process is not open at this time. At a later date, if the Court grants final approval to the Settlement and the proposed Plan of Allocation (*see* "The Court's Fairness Hearing" below) and any resulting appeals are resolved, Settlement Class Counsel will ask the Court for permission to distribute the settlement fund pursuant to the Plan of Allocation.

If you do not exclude yourself from the Settlement Class, you will need to submit a claim form to request your share of the settlement fund at that time. To receive updates on when a claim form is available, as well as other updates related to the Settlement, you should complete the online registration form on the Settlement Website. Once a claim form is available, you will be able to obtain it from the Settlement Website or by calling 1-877-316-0171.

14. HOW MUCH WILL MY PAYMENT BE?

If the Settlement is approved by the Court, the settlement fund, minus the costs of settlement notice and administration, and minus any court-awarded attorneys' fees, litigation expenses and service awards, will be distributed to Settlement Class Members pursuant to a Plan of Allocation that must be approved by the Court.

You will not be responsible for calculating the amount you may be entitled to receive. The Plan of Allocation provides that you will be paid on a *pro rata* basis in proportion to the amount of money you spent on the Named Generic Drugs from May 1, 2009 through December 31, 2019. In general, those who spent more money on the Named Generic Drugs will get a higher recovery than those who spent less. If less than 100% of the Settlement Class Members send in claim forms, you could get a larger *pro rata* share. Any accrued interest on the settlement fund will be

included, *pro rata*, in the amounts paid to Settlement Class Members. Additional details of how your recovery will be calculated can be found in the proposed Plan of Allocation, which is available on the Settlement Website.

If you exclude yourself from the Settlement Class, you will not receive a share of the Settlement.

15. WHEN WOULD I GET MY PAYMENT?

Settlement Class Counsel will ask the Court for permission to distribute the settlement fund at a later point in time, and once the Court grants permission, the claims process will commence. The timing of Settlement Class Counsel's request to the Court for permission to distribute the settlement fund depends on several factors, including whether and when the Court grants final approval of the Settlement and the proposed Plan of Allocation, whether appeals are taken and how long they take, and the timing of the approval of other settlements in the litigation. In the meantime, EPPs will continue to pursue litigation against the Non-Settling Defendants.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

16. DO I HAVE A LAWYER IN THIS CASE?

The Court appointed Roberta D. Liebenberg and the law firm of Fine, Kaplan and Black, R.P.C., One South Broad Street, 23rd Floor, Philadelphia, PA 19107 as lead counsel for the Settlement Class.

17. HOW WILL THE LAWYERS BE PAID?

The Settlement allows for the costs of settlement notice and administration to be deducted from the settlement fund without prior Court approval in an amount not to exceed \$750,000. In addition, the Settlement allows Settlement Class Counsel to ask the Court for the following payments out of the settlement fund: (i) an award of attorneys' fees, not to exceed one-third of the settlement fund (including interest accrued thereon); (ii) reimbursement of litigation expenses; and (iii) service awards to Settlement Class Representatives.

Settlement Class Counsel intend to move for an award of attorneys' fees not to exceed one-third of the settlement fund (including accrued interest); reimbursement for the costs and expenses they advanced in litigating the case not to exceed \$26,000,000; and service awards of up to \$500,000 in total to be paid to Settlement Class Representatives who worked on behalf of the entire Settlement Class to achieve the results of the Settlement. Settlement Class Counsel will file their motion and post it on the Settlement Website, no later than April 9, 2025. A copy of the motion will also be available for viewing at the office of the Clerk of the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106-1797, during normal business hours.

Any payment to the attorneys will be subject to Court approval, and the Court may award less than the requested amount. If the Court grants Settlement Class Counsel's requests, the awarded amounts will be deducted from the settlement fund.

OBJECTING TO THE SETTLEMENT

18. IF I DON'T LIKE THE SETTLEMENT, HOW DO I TELL THE COURT?

If you are a Settlement Class Member and have not excluded yourself, you can object to all or any part of the proposed Settlement, the Plan of Allocation, or the request for attorneys' fees, litigation expenses and service awards. You can give reasons why you think the Court should not approve. The Court will consider your views.

To object to the Settlement, you must file your objection with the Court by sending a letter via First-Class U.S. Mail to the Clerk of Court (mailing address below) with copies to the individuals and addresses listed below. (If an attorney is filing an objection on your behalf, your attorney must comply with the Court's Local Rules, including those that mandate document filings via ECF.)

The objection letter must contain:

- For consumers: your name, postal address, email address (if available), and phone number;
- For TPPs: your entity name, postal address, email address and phone number; and the name, title and signature of your representative submitting the objection;
- The case name and number: *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, Case No. 2:16-MD-02724 (E.D. Pa.);
- The name, postal address, email address, and phone number of your attorney, if you have one;
- A statement on whether you are objecting to the EPP Sandoz Settlement, the proposed Plan of Allocation, and/or the request for attorneys' fees, expenses, and service awards;
- The specific reasons why you object;
- Documentation demonstrating that you are a member of the Settlement Class and/or this statement, followed by your signature (if you are a consumer) or your representative's signature (if you are a TPP): "I declare under penalty of perjury under the laws of the United States of America that [insert your name] is a member of the Settlement Class."; and
- Any supporting materials, papers, or briefs that you want the Court to consider.

Your objection must be filed with the Court so that it is received by the Court on or before May 9, 2025.

CLERK OF COURT FOR THE U.S. DIST. CT. FOR THE EASTERN DIST. OF PA	SETTLEMENT CLASS COUNSEL	SETTLING DEFENDANTS' COUNSEL
Clerk of Court, E.D. Pa. 601 Market St. Philadelphia, PA 19106	Roberta D. Liebenberg Jeffrey S. Istvan Fine, Kaplan and Black, R.P.C. One South Broad St., 23 rd Floor Philadelphia, PA 19107	Matthew D. Kent Alston & Bird LLP One Atlantic Center 1201 West Peachtree St. Suite 4900 Atlanta, GA 30309

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Fairness Hearing to decide whether to grant final approval to the Settlement, Plan of Allocation, and request for attorneys' fees, reimbursement of litigation expenses, and service awards. You may attend and, if you have not excluded yourself from the Settlement Class, you may ask to speak, but you do not have to.

19. WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court has scheduled the Final Fairness Hearing for **July 23, 2025 at 11:00 a.m.**, at the United States District Court for the Eastern District of Pennsylvania, Courtroom 12-A, 601 Market Street, Philadelphia, PA 19106.

The time and date of the Final Fairness Hearing may change without additional mailed notice. For updated information on the hearing, you may check the Settlement Website, or the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://pcl.uscourts.gov>.

At the Final Fairness Hearing, the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable and adequate. The Court may also consider the requests by Settlement Class Counsel for attorneys' fees, reimbursement of expenses, and service awards. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to give final approval to the Settlement and the other requests. It is unknown how long these decisions, or decisions on any appeals of them, will take.

Any judgment issued by the Court will be binding on the Settlement Class. The Settlement, if approved by the Court and once appeals, if any, are resolved, will release all claims in the putative class actions against Sandoz.

20. DO I HAVE TO ATTEND THE HEARING?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, to the proper addresses, and it complies with the other requirements provided above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but this is not necessary.

Attendance is not necessary to receive your share of the settlement fund.

21. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file your notice by sending a letter via First-Class U.S. Mail titled “Notice of Intention to Appear in *In re: Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-MD-02724 (E.D. Pa.),” to the Clerk of Court, with copies to the individuals and addresses listed in Question 18 above. (If an attorney is filing the notice on your behalf, your attorney must comply with the Court’s Local Rules, including those that mandate document filings via ECF.)

Be sure to include your name, address, email address, telephone number and signature, and state that you intend to appear at the Fairness Hearing on the EPP Sandoz Settlement. If applicable, include the name, address, email address, and telephone number of your attorney (who must file a Notice of Appearance). Your Notice of Intention to Appear must be filed with the Court so that it is **received** by the Court no later than **May 9, 2025**.

You may not speak at the hearing if you excluded yourself as a Settlement Class Member or do not send a Notice of Intention to Appear.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

If you have questions about the Settlement or want additional information, you should first review the information posted on the Settlement Website. If you still have questions, you may call the Notice Administrator at 1-877-316-0171 or contact the attorney or law firm identified in Question 16. This notice is only a summary of the proposed Settlement and is qualified in its entirety by the terms of the Settlement Agreement. A copy of the Settlement Agreement is on public file with the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106. The Settlement Agreement is also available on the Settlement Website.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIMS PROCESS.

APPENDIX A: NAMED GENERIC DRUGS

	Molecule Name	Form	Strength
1	ACETAZOLAMIDE	TABLET	125MG
1	ACETAZOLAMIDE	TABLET	250MG
1	ACETAZOLAMIDE ER	CAPSULE	500MG
2	ADAPALENE	CREAM	0.10%
2	ADAPALENE	GEL	0.10%
2	ADAPALENE	GEL	0.30%
3	ALBUTEROL	TABLET	2MG
3	ALBUTEROL	TABLET	4MG
4	ALCLOMETASONE DIPROPIONATE	CREAM	0.05%
4	ALCLOMETASONE DIPROPIONATE	OINTMENT	0.05%
5	ALLOPURINOL	TABLET	100MG
5	ALLOPURINOL	TABLET	300MG
6	AMANTADINE HCL	CAPSULE	100MG
7	AMILORIDE HCL/HCTZ	TABLET	5-50MG
8	AMITRIPTYLINE	TABLET	10MG
8	AMITRIPTYLINE	TABLET	25MG
8	AMITRIPTYLINE	TABLET	50MG
8	AMITRIPTYLINE	TABLET	75MG
8	AMITRIPTYLINE	TABLET	100MG
8	AMITRIPTYLINE	TABLET	150MG
9	AMMONIUM LACTATE	CREAM	12%
9	AMMONIUM LACTATE	LOTION	12%
10	AMOXICILLIN/CLAVULANATE POTASSIUM	TABLET CHEWABLE	200-28.5MG
10	AMOXICILLIN/CLAVULANATE POTASSIUM	TABLET CHEWABLE	400-57MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	5MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	10MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	20MG
11	AMPHETAMINE/DEXTROAMPHETAMINE (MAS) (ADDERALL)	TABLET	30MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	5MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	10MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	15MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	20MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	25MG
11	AMPHETAMINE/DEXTROAMPHETAMINE ER (MAS) (ADDERALL)	CAPSULE	30MG
12	ATENOLOL/CHLORTHALIDONE	TABLET	50-25MG
12	ATENOLOL/CHLORTHALIDONE	TABLET	100-25MG
13	ATROPINE SULFATE	SOLUTION	1%
14	AZITHROMYCIN	ORAL SUSPENSION	100MG/5ML
14	AZITHROMYCIN	ORAL SUSPENSION	200MG/5ML
15	BACLOFEN	TABLET	10MG
15	BACLOFEN	TABLET	20MG
16	BALSALAZIDE DISODIUM	CAPSULE	750MG
17	BENAZEPRIL HCTZ	TABLET	10-12.5MG
17	BENAZEPRIL HCTZ	TABLET	20-12.5MG
17	BENAZEPRIL HCTZ	TABLET	20-25MG
18	BETAMETHASONE DIPROPIONATE	CREAM	0.05%
18	BETAMETHASONE DIPROPIONATE	LOTION	0.05%
18	BETAMETHASONE DIPROPIONATE	OINTMENT	0.05%

	Molecule Name	Form	Strength
19	BETAMETHASONE DIPROPIONATE AUGMENTED	LOTION	0.05%
20	BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	CREAM	0.05%
20	BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	CREAM	0.10%
20	BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	LOTION	0.05%
20	BETAMETHASONE DIPROPIONATE/CLOTRIMAZOLE	LOTION	0.10%
21	BETAMETHASONE VALERATE	CREAM	0.10%
21	BETAMETHASONE VALERATE	LOTION	0.10%
21	BETAMETHASONE VALERATE	OINTMENT	0.10%
22	BETHANECHOL CHLORIDE	TABLET	5MG
22	BETHANECHOL CHLORIDE	TABLET	10MG
22	BETHANECHOL CHLORIDE	TABLET	25 MG
22	BETHANECHOL CHLORIDE	TABLET	50 MG
23	BROMOCRIPTINE MESYLATE	TABLET	2.5MG
24	BUDESONIDE	SOLUTION	0.25MG/2ML
24	BUDESONIDE	SOLUTION	0.5MG/2ML
24	BUDESONIDE	SOLUTION	1MG/2ML
24	BUDESONIDE DR	CAPSULE	3MG
25	BUMETANIDE	TABLET	0.5MG
25	BUMETANIDE	TABLET	1MG
25	BUMETANIDE	TABLET	2MG
26	BUSPIRONE HCL	TABLET	5MG
26	BUSPIRONE HCL	TABLET	7.5MG
26	BUSPIRONE HCL	TABLET	10MG
26	BUSPIRONE HCL	TABLET	15MG
26	BUSPIRONE HCL	TABLET	30MG
27	BUTORPHANOL TARTRATE	SPRAY	10MG/ML
28	CABERGOLINE	TABLET	0.5MG
29	CALCIPOTRIENE	SOLUTION	ALL STRENGTHS
30	CALCIPOTRIENE BETHAMASONE DIPROPIONATE	OINTMENT	0.064%/0.005%
31	CAPECITABINE	TABLET	150MG
31	CAPECITABINE	TABLET	500MG
32	CAPTOPRIL	TABLET	12.5MG
32	CAPTOPRIL	TABLET	25MG
32	CAPTOPRIL	TABLET	50MG
32	CAPTOPRIL	TABLET	100MG
33	CARBAMAZEPINE	TABLET	200MG
33	CARBAMAZEPINE	TABLET CHEWABLE	100MG
33	CARBAMAZEPINE ER	TABLET	100MG
33	CARBAMAZEPINE ER	TABLET	200MG
33	CARBAMAZEPINE ER	TABLET	400MG
34	CARISOPRODOL	TABLET	350MG
35	CEFDINIR	CAPSULE	300MG
35	CEFDINIR	SOLUTION	125MG/5ML
35	CEFDINIR	SOLUTION	250MG/5ML
36	CEFPODOXIME PROXETIL	ORAL SUSPENSION	50MG/5ML
36	CEFPODOXIME PROXETIL	ORAL SUSPENSION	100MG/5ML
36	CEFPODOXIME PROXETIL	TABLET	100MG
36	CEFPODOXIME PROXETIL	TABLET	200MG
37	CEFPROZIL	TABLET	250MG
37	CEFPROZIL	TABLET	500MG
38	CEFUROXIME AXETIL	TABLET	250MG
38	CEFUROXIME AXETIL	TABLET	500MG
39	CELECOXIB	CAPSULE	50MG
39	CELECOXIB	CAPSULE	100MG
39	CELECOXIB	CAPSULE	200MG
39	CELECOXIB	CAPSULE	400MG
40	CEPHALEXIN (CEFALEXIN)	SOLUTION	125MG/5ML
40	CEPHALEXIN (CEFALEXIN)	SOLUTION	250MG/5ML
41	CHLORPROMAZINE HCL	TABLET	10MG
41	CHLORPROMAZINE HCL	TABLET	25MG
41	CHLORPROMAZINE HCL	TABLET	50MG
41	CHLORPROMAZINE HCL	TABLET	100MG

	Molecule Name	Form	Strength
41	CHLORPROMAZINE HCL	TABLET	200MG
42	CHOLESTYRAMINE	PACKET/ORAL SOLID	4G
42	CHOLESTYRAMINE	POWDER	4G
43	CICLOPIROX	CREAM	0.77%
43	CICLOPIROX	SHAMPOO	1%
43	CICLOPIROX	SOLUTION	8%
44	CIMETIDINE	TABLET	200MG
44	CIMETIDINE	TABLET	300MG
44	CIMETIDINE	TABLET	400MG
44	CIMETIDINE	TABLET	800MG
45	CIPROFLOXACIN HCL	TABLET	100MG
45	CIPROFLOXACIN HCL	TABLET	250MG
45	CIPROFLOXACIN HCL	TABLET	500MG
45	CIPROFLOXACIN HCL	TABLET	750MG
46	CLARITHROMYCIN ER	TABLET	500MG
47	CLEMASTINE FUMARATE	TABLET	1.34MG
47	CLEMASTINE FUMARATE	TABLET	2.86MG
48	CLINDAMYCIN PHOSPHATE	GEL	1%
48	CLINDAMYCIN PHOSPHATE	LOTION	1%
48	CLINDAMYCIN PHOSPHATE	SOLUTION	1%
48	CLINDAMYCIN PHOSPHATE	VAGINAL CREAM	2%
49	CLOBETASOL	CREAM	0.05%
49	CLOBETASOL	E CREAM	0.05%
49	CLOBETASOL	GEL	0.05%
49	CLOBETASOL	OINTMENT	0.05%
49	CLOBETASOL	SOLUTION	0.05%
50	CLOMIPRAMINE	CAPSULE	25MG
50	CLOMIPRAMINE	CAPSULE	50MG
50	CLOMIPRAMINE	CAPSULE	75MG
51	CLONIDINE	PATCH	0.1MG/24HR
51	CLONIDINE	PATCH	0.2MG/24HR
51	CLONIDINE	PATCH	0.3MG/24HR
52	CLOTTRIMAZOLE	SOLUTION	1%
53	CYPROHEPTADINE HCL	TABLET	4MG
54	DESMOPRESSIN ACETATE	TABLET	0.1MG
54	DESMOPRESSIN ACETATE	TABLET	0.2MG
55	DESONIDE	CREAM	0.05%
55	DESONIDE	LOTION	0.05%
55	DESONIDE	OINTMENT	0.05%
56	DESOXIMETASONE	OINTMENT	0.05%
56	DESOXIMETASONE	OINTMENT	0.25%
57	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	5MG
57	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	15MG
57	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	20MG
57	DEXMETHYLPHENIDATE HCL ER (DEXMETH ER) (FOCALIN)	CAPSULE	40MG
58	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	2.5MG
58	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	5MG
58	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	7.5MG
58	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	10MG
58	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	15MG
58	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	20MG
58	DEXTROAMPHETAMINE SULFATE (DEX SULFATE)	TABLET	30MG
58	DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	5MG
58	DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	10MG
58	DEXTROAMPHETAMINE SULFATE ER (DEX SULFATE ER)	CAPSULE	15MG
59	DICLOFENAC POTASSIUM	TABLET	50MG
60	DICLOXACILLIN SODIUM	CAPSULE	250MG
60	DICLOXACILLIN SODIUM	CAPSULE	500MG
61	DIFLUNISAL	TABLET	500MG
62	DIGOXIN	TABLET	0.125MG
62	DIGOXIN	TABLET	0.25MG
63	DILTIAZEM HCL	TABLET	120MG

	Molecule Name	Form	Strength
63	DILTIAZEM HCL	TABLET	30MG
63	DILTIAZEM HCL	TABLET	60MG
63	DILTIAZEM HCL	TABLET	90MG
64	DIPHENOXYLATE/ATROPINE	TABLET	2.5MG;0.025MG
65	DISOPYRAMIDE PHOSPHATE	CAPSULE	100MG
65	DISOPYRAMIDE PHOSPHATE	CAPSULE	150MG
66	DIVALPROEX ER	TABLET	250MG
66	DIVALPROEX ER	TABLET	500MG
67	DOXAZOSIN MESYLATE	TABLET	1MG
67	DOXAZOSIN MESYLATE	TABLET	2MG
67	DOXAZOSIN MESYLATE	TABLET	4MG
67	DOXAZOSIN MESYLATE	TABLET	8MG
68	DOXYCYCLINE HYCLATE	CAPSULE	50MG
68	DOXYCYCLINE HYCLATE	CAPSULE	100MG
68	DOXYCYCLINE HYCLATE	TABLET	100MG
68	DOXYCYCLINE HYCLATE DR	TABLET	75MG
68	DOXYCYCLINE HYCLATE DR	TABLET	100MG
68	DOXYCYCLINE HYCLATE DR	TABLET	150MG
68	DOXYCYCLINE MONOHYDRATE	TABLET	50MG
68	DOXYCYCLINE MONOHYDRATE	TABLET	75MG
68	DOXYCYCLINE MONOHYDRATE	TABLET	100MG
68	DOXYCYCLINE MONOHYDRATE	TABLET	150MG
69	DROSPIRENONE/ETHINYL ESTRADIOL (OCELLA)	TABLET	3MG-0.02MG
69	DROSPIRENONE/ETHINYL ESTRADIOL (OCELLA)	TABLET	3MG-0.03MG
70	ECONAZOLE	CREAM	1%
71	ENALAPRIL MALEATE	TABLET	2.5MG
71	ENALAPRIL MALEATE	TABLET	5MG
71	ENALAPRIL MALEATE	TABLET	10MG
71	ENALAPRIL MALEATE	TABLET	20MG
72	ENTECAVIR	TABLET	0.5MG
72	ENTECAVIR	TABLET	1MG
73	EPLERENONE	TABLET	25MG
73	EPLERENONE	TABLET	50MG
74	ERYTHROMYCIN	SOLUTION	ALL STRENGTHS
75	ESTAZOLAM	TABLET	1MG
75	ESTAZOLAM	TABLET	2MG
76	ESTRADIOL	TABLET	0.5MG
76	ESTRADIOL	TABLET	1MG
76	ESTRADIOL	TABLET	2MG
77	ESTRADIOL/NORETHINDRONE ACETATE (MIMVEY)	TABLET	1-0.5MG
78	ETHAMBUTOL HCL	TABLET	100MG
78	ETHAMBUTOL HCL	TABLET	400MG
79	ETHINYL ESTRADIOL/DESOGESTREL [KARIVA]	TABLET	0.15/0.02-0.01MG
79	ETHINYL ESTRADIOL/DESOGESTREL [KARIVA]	TABLET	0.15-0.02-0.01MG
79	ETHINYL ESTRADIOL/DESOGESTREL [KARIVA]	TABLET	0.15-0.03MG
80	ETHINYL ESTRADIOL/LEVONORGESTREL (PORTIA,JOLESSA)	TABLET	ALL STRENGTHS
81	ETHOSUXIMIDE	CAPSULE	250MG
81	ETHOSUXIMIDE	ORAL SOLUTION	250MG/5ML
82	ETODOLAC	CAPSULE	200MG
82	ETODOLAC	CAPSULE	300MG
82	ETODOLAC	TABLET	400MG
82	ETODOLAC	TABLET	500MG
82	ETODOLAC ER	TABLET	400MG
82	ETODOLAC ER	TABLET	500MG
82	ETODOLAC ER	TABLET	600MG
83	EXEMESTANE	TABLET	25MG
84	FENOFIBRATE	TABLET	48MG
84	FENOFIBRATE	TABLET	145MG
85	FLUCONAZOLE	TABLET	50MG
85	FLUCONAZOLE	TABLET	100MG
85	FLUCONAZOLE	TABLET	150MG
85	FLUCONAZOLE	TABLET	200MG

	Molecule Name	Form	Strength
86	FLUOCINOLONE ACETONIDE	CREAM	0.01%
86	FLUOCINOLONE ACETONIDE	CREAM	0.03%
86	FLUOCINOLONE ACETONIDE	OINTMENT	0.03%
86	FLUOCINOLONE ACETONIDE	SOLUTION	0.01%
87	FLUOCINONIDE	CREAM	0.05%
87	FLUOCINONIDE	CREAM	0.10%
87	FLUOCINONIDE	E CREAM	0.05%
87	FLUOCINONIDE	GEL	0.05%
87	FLUOCINONIDE	OINTMENT	0.05%
87	FLUOCINONIDE	SOLUTION	0.05%
88	FLUOXETINE HCL	TABLET	10MG
88	FLUOXETINE HCL	TABLET	15MG
88	FLUOXETINE HCL	TABLET	20MG
88	FLUOXETINE HCL	TABLET	60MG
89	FLURBIPROFEN	TABLET	50MG
89	FLURBIPROFEN	TABLET	100MG
90	FLUTAMIDE	CAPSULE	125MG
91	FLUTICASONE PROPIONATE	SPRAY	50MCG
91	FLUTICASONE PROPIONATE	LOTION	0.05%
92	FLUVASTATIN SODIUM	CAPSULE	20MG
92	FLUVASTATIN SODIUM	CAPSULE	40MG
93	FOSINOPRIL HCTZ	TABLET	10-12.5MG
93	FOSINOPRIL HCTZ	TABLET	20-12.5MG
94	GABAPENTIN	TABLET	600MG
94	GABAPENTIN	TABLET	800MG
95	GLIMEPIRIDE	TABLET	1MG
95	GLIMEPIRIDE	TABLET	2MG
95	GLIMEPIRIDE	TABLET	4MG
96	GLIPIZIDE/METFORMIN	TABLET	2.5-250MG
96	GLIPIZIDE/METFORMIN	TABLET	2.5-500MG
96	GLIPIZIDE/METFORMIN	TABLET	5-500MG
97	GLYBURIDE	TABLET	1.25MG
97	GLYBURIDE	TABLET	2.5MG
97	GLYBURIDE	TABLET	5MG
98	GLYBURIDE/METFORMIN	TABLET	1.25-250MG
98	GLYBURIDE/METFORMIN	TABLET	2.5-500MG
98	GLYBURIDE/METFORMIN	TABLET	5-500MG
99	GRISEOFULVIN	SUSPENSION (MICROSIZE)	125MG/5ML
99	GRISEOFULVIN	MICROSIZE TABLET	250MG
99	GRISEOFULVIN	MICROSIZE TABLET	500MG
100	HALOBETASOL PROPIONATE	CREAM	0.05%
100	HALOBETASOL PROPIONATE	OINTMENT	0.05%
101	HALOPERIDOL	TABLET	0.5MG
101	HALOPERIDOL	TABLET	1MG
101	HALOPERIDOL	TABLET	2MG
101	HALOPERIDOL	TABLET	5MG
101	HALOPERIDOL	TABLET	10MG
101	HALOPERIDOL	TABLET	20MG
102	HYDRALAZINE HCL		
103	HYDROCORTISONE ACETATE	SUPPOSITORIES	10MG
103	HYDROCORTISONE ACETATE	SUPPOSITORIES	25MG
103	HYDROCORTISONE ACETATE	SUPPOSITORIES	30MG
103	HYDROCORTISONE ACETATE	SUPPOSITORIES	50MG
104	HYDROCORTISONE VALERATE	CREAM	0.20%
105	HYDROXYUREA	CAPSULE	500MG
106	HYDROXYZINE PAMOATE	CAPSULE	25MG
106	HYDROXYZINE PAMOATE	CAPSULE	50MG
106	HYDROXYZINE PAMOATE	CAPSULE	100MG
107	IMIQUIMOD	CREAM	12.5MG/G
107	IMIQUIMOD	CREAM	37.5MG/G
107	IMIQUIMOD	CREAM	50MG/G

	Molecule Name	Form	Strength
108	IRBESARTAN	TABLET	75MG
108	IRBESARTAN	TABLET	150MG
108	IRBESARTAN	TABLET	300MG
109	ISONIAZID	TABLET	100MG
109	ISONIAZID	TABLET	300MG
110	ISOSORBIDE DINITRATE	TABLET	5MG
110	ISOSORBIDE DINITRATE	TABLET	10MG
110	ISOSORBIDE DINITRATE	TABLET	20MG
110	ISOSORBIDE DINITRATE	TABLET	30MG
111	KETOCONAZOLE	CREAM	2%
111	KETOCONAZOLE	TABLET	200MG
112	KETOPROFEN	CAPSULE	50MG
112	KETOPROFEN	CAPSULE	75MG
113	KETOROLAC TROMETHAMINE	TABLET	10MG
114	LABETALOL HCL	TABLET	100MG
114	LABETALOL HCL	TABLET	200MG
114	LABETALOL HCL	TABLET	300MG
115	LAMIVUDINE/ZIDOVUDINE (COMBIVIR)	TABLET	150-300MG
115	LAMIVUDINE/ZIDOVUDINE (COMBIVIR)	TABLET	300-150MG
116	LATANOPROST	SOLUTION	0.01%
117	LEFLUNOMIDE	TABLET	10MG
117	LEFLUNOMIDE	TABLET	20MG
118	LEVOTHYROXINE	TABLET	0.025MG
118	LEVOTHYROXINE	TABLET	0.05MG
118	LEVOTHYROXINE	TABLET	0.075MG
118	LEVOTHYROXINE	TABLET	0.088MG
118	LEVOTHYROXINE	TABLET	0.1MG
118	LEVOTHYROXINE	TABLET	0.112MG
118	LEVOTHYROXINE	TABLET	0.125MG
118	LEVOTHYROXINE	TABLET	0.137MG
118	LEVOTHYROXINE	TABLET	0.15MG
118	LEVOTHYROXINE	TABLET	0.175MG
118	LEVOTHYROXINE	TABLET	0.2MG
118	LEVOTHYROXINE	TABLET	0.3MG
119	LIDOCAINE HCL	OINTMENT	5%
120	LIDOCAINE/PRILOCAINE	CREAM	2.5%-2.5%
121	LOPERAMIDE HCL	CAPSULE	2MG
122	MEDROXYPROGESTERONE ACETATE	TABLET	2.5MG
122	MEDROXYPROGESTERONE ACETATE	TABLET	5MG
122	MEDROXYPROGESTERONE ACETATE	TABLET	10MG
123	MEPROBAMATE	TABLET	200MG
123	MEPROBAMATE	TABLET	400MG
124	METFORMIN (F) ER	TABLET	500MG
124	METFORMIN (F) ER	TABLET	1000MG
125	METHADONE HCL	TABLET	10MG
125	METHADONE HCL	TABLET	5MG
126	METHAZOLAMIDE	TABLET	25MG
126	METHAZOLAMIDE	TABLET	50MG
127	METHIMAZOLE		
128	METHOTREXATE	TABLET	2.5MG
129	METHYLPHENIDATE	TABLET	5MG
130	METHYLPHENIDATE	TABLET	10MG
130	METHYLPHENIDATE	TABLET	20MG
130	METHYLPHENIDATE ER	TABLET	20MG
131	METHYLPREDNISOLONE	TABLET	4MG
132	METRONIDAZOLE	TABLET	
132	METRONIDAZOLE	CREAM	0.75%
132	METRONIDAZOLE	GEL	0.75%
132	METRONIDAZOLE	GEL	1%
132	METRONIDAZOLE	GEL VAGINAL	0.75%
132	METRONIDAZOLE	LOTION	0.75%
133	MOEXIPRIL HCL	TABLET	7.5MG

	Molecule Name	Form	Strength
133	MOEXIPRIL HCL	TABLET	15MG
134	MOEXIPRIL HCL/HCTZ	TABLET	7.5-12.5MG
134	MOEXIPRIL HCL/HCTZ	TABLET	15-12.5MG
134	MOEXIPRIL HCL/HCTZ	TABLET	15-25MG
135	MOMETASONE FUROATE	CREAM	0.10%
135	MOMETASONE FUROATE	OINTMENT	0.10%
135	MOMETASONE FUROATE	SOLUTION	0.10%
136	NABUMETONE	TABLET	500MG
136	NABUMETONE	TABLET	750MG
137	NADOLOL	TABLET	20MG
137	NADOLOL	TABLET	40MG
137	NADOLOL	TABLET	80MG
138	NAFCILLIN SODIUM	INJECTABLE VIALS	ALL STRENGTHS
139	NAPROXEN SODIUM	TABLET	275MG
139	NAPROXEN SODIUM	TABLET	550MG
140	NEOMYCIN/POLYMYXIN/HYDROCORTISONE	SOLUTION	3.5MG-10MU 1%
141	NIACIN ER	TABLET	500MG
141	NIACIN ER	TABLET	750MG
141	NIACIN ER	TABLET	1000MG
142	NIMODIPINE	CAPSULE	30MG
143	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	25MG
143	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	50MG
143	NITROFURANTOIN/MACROCRYSTALLINE	CAPSULE	100MG
144	NORETHINDRONE ACETATE	TABLET	5MG
145	NORETHINDRONE/ETHINYL ESTRADIOL (BALZIVA)	TABLET	0.4-0.035MG-MCG
146	NORTRIPTYLINE HCL	CAPSULE	10MG
146	NORTRIPTYLINE HCL	CAPSULE	25MG
146	NORTRIPTYLINE HCL	CAPSULE	50MG
146	NORTRIPTYLINE HCL	CAPSULE	75MG
147	NYSTATIN	CREAM	100MU
147	NYSTATIN	OINTMENT	100MU
147	NYSTATIN	TABLET	500MU
148	NYSTATIN/TRIAMCINOLONE	CREAM	0.10%
148	NYSTATIN/TRIAMCINOLONE	OINTMENT	0.10%
149	OMEGA 3 ACID ETHYL ESTERS	CAPSULE	1G
150	OXACILLIN SODIUM	INJECTABLE VIALS	ALL STRENGTHS
151	OXAPROZIN	TABLET	600MG
152	OXYBUTYNIN CHLORIDE	TABLET	5MG
153	OXYCODONE/ACETAMINOPHEN	TABLET	5-325MG
153	OXYCODONE/ACETAMINOPHEN	TABLET	7.5-325MG
153	OXYCODONE/ACETAMINOPHEN	TABLET	10-325MG
154	OXYCODONE HCL	TABLET	5MG
154	OXYCODONE HCL	TABLET	15MG
154	OXYCODONE HCL	TABLET	30MG
155	PARICALCITOL	CAPSULE	1MCG
155	PARICALCITOL	CAPSULE	2MCG
155	PARICALCITOL	CAPSULE	4MCG
156	PAROMOMYCIN	CAPSULE	250MG
157	PENICILLIN V POTASSIUM	TABLET	250MG
157	PENICILLIN V POTASSIUM	TABLET	500MG
158	PENTOXIFYLLINE ER	TABLET	400MG
159	PERMETHRIN	CREAM	5%
160	PERPHENAZINE	TABLET	2MG
160	PERPHENAZINE	TABLET	4MG
160	PERPHENAZINE	TABLET	8MG
160	PERPHENAZINE	TABLET	16MG
161	PHENYTOIN SODIUM ER	CAPSULE	100MG
162	PILOCARPINE HCL	TABLET	5MG
163	PIOGLITAZONE METFORMIN HCL	TABLET	15MG/500MG
163	PIOGLITAZONE METFORMIN HCL	TABLET	15MG/850MG
164	PIROXICAM	CAPSULE	10MG
164	PIROXICAM	CAPSULE	20MG

	Molecule Name	Form	Strength
165	POTASSIUM CHLORIDE ER	TABLET	8MEQ
165	POTASSIUM CHLORIDE ER	TABLET	10MEQ
165	POTASSIUM CHLORIDE ER	TABLET	20MEQ
166	PRAVASTATIN	TABLET	10MG
166	PRAVASTATIN	TABLET	20MG
166	PRAVASTATIN	TABLET	40MG
166	PRAVASTATIN	TABLET	80MG
167	PRAZOSIN HCL	CAPSULE	1MG
167	PRAZOSIN HCL	CAPSULE	2MG
167	PRAZOSIN HCL	CAPSULE	5MG
168	PREDNISOLONE ACETATE	SOLUTION/LIQUID EYE	1%
169	PREDNISONE	TABLET	1MG
169	PREDNISONE	TABLET	2.5MG
169	PREDNISONE	TABLET	5MG
169	PREDNISONE	TABLET	10MG
169	PREDNISONE	TABLET	20MG
170	PROCHLORPERAZINE	SUPPOSITORY	25MG
170	PROCHLORPERAZINE	TABLET	5MG
170	PROCHLORPERAZINE	TABLET	10MG
171	PROMETHAZINE	SUPPOSITORY	12.5MG
171	PROMETHAZINE	SUPPOSITORY	25MG
171	PROMETHAZINE	SUPPOSITORY	50MG
172	PROPRANOLOL	TABLET	10MG
172	PROPRANOLOL	TABLET	20MG
172	PROPRANOLOL	TABLET	40MG
172	PROPRANOLOL	TABLET	60MG
172	PROPRANOLOL	TABLET	80MG
172	PROPRANOLOL ER	CAPSULE	60MG
172	PROPRANOLOL ER	CAPSULE	80MG
172	PROPRANOLOL ER	CAPSULE	120MG
172	PROPRANOLOL ER	CAPSULE	160MG
173	RALOXIFENE HCL	TABLET	60MG
174	RANITIDINE HCL	CAPSULE	150MG
174	RANITIDINE HCL	CAPSULE	300MG
174	RANITIDINE HCL	TABLET	150MG
175	SILVER SULFADIAZINE	CREAM	1%
176	SPIRONOLACTONE/HCTZ	TABLET	25-25MG
177	TACROLIMUS	OINTMENT	0.03%
177	TACROLIMUS	OINTMENT	0.10%
178	TAMOXIFEN CITRATE	TABLET	10MG
178	TAMOXIFEN CITRATE	TABLET	20MG
179	TEMOZOLOMIDE	CAPSULE	5MG
179	TEMOZOLOMIDE	CAPSULE	20MG
179	TEMOZOLOMIDE	CAPSULE	100MG
179	TEMOZOLOMIDE	CAPSULE	140MG
179	TEMOZOLOMIDE	CAPSULE	180MG
179	TEMOZOLOMIDE	CAPSULE	250MG
180	TERCONAZOLE	VAGINAL CREAM	0.40%
180	TERCONAZOLE	VAGINAL CREAM	0.80%
181	THEOPHYLLINE ER	TABLET	100MG
181	THEOPHYLLINE ER	TABLET	200MG
181	THEOPHYLLINE ER	TABLET	300MG
181	THEOPHYLLINE ER	TABLET	400MG
181	THEOPHYLLINE ER	TABLET	450MG
181	THEOPHYLLINE ER	TABLET	600MG
182	TIMOLOL MALEATE	GEL	0.25%
182	TIMOLOL MALEATE	GEL	0.50%
183	TIZANIDINE HCL	TABLET	2MG
183	TIZANIDINE HCL	TABLET	4MG
184	TOBRAMYCIN	SOLUTION	300MG/5ML
185	TOBRAMYCIN/DEXAMETHASONE	SOLUTION	0.3-0.1%
186	TOLMETIN SODIUM	CAPSULE	400MG

	Molecule Name	Form	Strength
187	TOLTERODINE TARTRATE	TABLET	1MG
187	TOLTERODINE TARTRATE	TABLET	2MG
187	TOLTERODINE TARTRATE ER	CAPSULE	2MG
187	TOLTERODINE TARTRATE ER	CAPSULE	4MG
188	TOPIRAMATE	CAPSULE	15MG
188	TOPIRAMATE	CAPSULE	25MG
189	TRAZODONE HCL	TABLET	100MG
190	TRIAMCINOLONE ACETONIDE	CREAM	0.03%
190	TRIAMCINOLONE ACETONIDE	CREAM	0.10%
190	TRIAMCINOLONE ACETONIDE	CREAM	0.50%
190	TRIAMCINOLONE ACETONIDE	OINTMENT	0.03%
190	TRIAMCINOLONE ACETONIDE	OINTMENT	0.10%
190	TRIAMCINOLONE ACETONIDE	OINTMENT	0.50%
190	TRIAMCINOLONE ACETONIDE	PASTE	0.03%
190	TRIAMCINOLONE ACETONIDE	PASTE	0.10%
190	TRIAMCINOLONE ACETONIDE	PASTE	0.50%
191	TRIAMTERENE/HCTZ	CAPSULE	37.5-25MG
191	TRIAMTERENE/HCTZ	TABLET	37.5MG-25MG
191	TRIAMTERENE/HCTZ	TABLET	75-50MG
192	TRIFLUOPERAZINE HCL	TABLET	1MG
192	TRIFLUOPERAZINE HCL	TABLET	2MG
192	TRIFLUOPERAZINE HCL	TABLET	5MG
192	TRIFLUOPERAZINE HCL	TABLET	10MG
193	URSODIOL	CAPSULE	300MG
194	VALSARTAN HCTZ	TABLET	80-12.5MG
194	VALSARTAN HCTZ	TABLET	160-12.5MG
194	VALSARTAN HCTZ	TABLET	160-25MG
194	VALSARTAN HCTZ	TABLET	320-12.5MG
194	VALSARTAN HCTZ	TABLET	320-25MG
195	VERAPAMIL	TABLET	40MG
195	VERAPAMIL	TABLET	80MG
195	VERAPAMIL	TABLET	120MG
195	VERAPAMIL SR	CAPSULE	120MG
195	VERAPAMIL SR	CAPSULE	180MG
195	VERAPAMIL SR	CAPSULE	240MG
196	WARFARIN SODIUM	TABLET	1MG
196	WARFARIN SODIUM	TABLET	2MG
196	WARFARIN SODIUM	TABLET	2.5MG
196	WARFARIN SODIUM	TABLET	3MG
196	WARFARIN SODIUM	TABLET	4MG
196	WARFARIN SODIUM	TABLET	5MG
196	WARFARIN SODIUM	TABLET	6MG
196	WARFARIN SODIUM	TABLET	7.5MG
196	WARFARIN SODIUM	TABLET	10MG
197	ZOLEDRONIC ACID	IV CONCENTRATE	4MG/5ML
197	ZOLEDRONIC ACID	IV SOLUTION	5MG/100ML

EXHIBIT F

- A. Defendants, their officers, directors, management, employees, subsidiaries and affiliates;
- B. all federal governmental entities;
- C. all state governmental entities (except for cities, towns, municipalities, counties and other local governmental entities with self-funded prescription drug plans, all of which are included in the class);
- D. all governmental Medicaid agencies, private Medicaid managed care organizations, and consumers who were covered by Medicaid for their purchases of Named Generic Drugs;
- E. Judges assigned to this case and any members of their immediate families; persons or entities who only purchased Defendants' Named Generic Drugs for purposes of resale or directly from Defendants;
- F. fully insured employers to the extent that they use fully-insured plans (i.e., employers that purchased insurance covering 100% of their reimbursement obligation to members); or
- H. pharmacy benefit managers.

If you made purchases that meet the definition of the Settlement Class, but also made purchases that fall within one or more of the exclusions above, you are included in the Settlement Class only with respect to those purchases that meet the definition of the Settlement Class.

YOUR RIGHTS AND OPTIONS	
STAY IN THE SETTLEMENT CLASS	You do not need to do anything now to retain your right to stay in the Settlement Class and/or seek a share of the proposed Settlement. You may register here for settlement-related updates. Then, if the Court decides to give the proposed Settlement final approval, you will be notified by email or mail when a claim form becomes available. Once a claim form is available, you will be able to obtain it from the Settlement Website or by calling 1-877-316-0171.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You may choose to exclude yourself, or “opt out,” from the Settlement Class. If you decide to exclude yourself, you will not be bound by any future decision in this Lawsuit relating to Sandoz. This is the only option that allows you to ever be part of any lawsuit (other than this Lawsuit) against Sandoz relating to the legal claims against Sandoz in this case. You will not receive a payment from the Settlement if you elect to exclude yourself. Details on how to submit a valid request for exclusion are explained in pages 8-10 of the Notice. Requests for exclusion must be postmarked by May 9, 2025.
STAY IN THE LAWSUIT BUT OBJECT TO THE SETTLEMENT	If you wish to object to all or any part of the proposed Settlement, you may write to the Court about why you do not like the proposed Settlement. Details on how to submit an objection are explained in pages 13-14 of the Notice. Objections must be received by the Court by May 9, 2025. If you wish to attend and speak at the Final Fairness Hearing about your objection, then you must notify the Court that you wish to attend by filing a Notice of Intention to Appear by May 9, 2025 (see instructions in page 15 of the Notice).
DO NOTHING	If you are a Settlement Class Member and you do nothing, you will remain in the Settlement Class and be eligible to participate in the Settlement as described in the Notice, if the Settlement is approved. When the time comes for distribution of the settlement fund, you will need to complete, sign, and return a Settlement claim form. You may register here for settlement-related updates. Then, if the Court decides to give the proposed Settlement final approval, you will be notified by email or mail when a claim form becomes available. Once a claim form is available, you will be able to obtain it from the Settlement Website or by calling 1-877-316-0171.

More Information

This website contains a summary of the Settlement and relevant Court papers. If you have questions about the Settlement or want additional information, you should first review the information posted on this Settlement Website. If you still have questions, you may call the Notice Administrator at 1-877-316-0171 or contact the attorney or law firm identified on the Contact page of this website.

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Notice / FAQs

For answers to frequently asked questions, please review the Notice using the links below.

- [Notice](#)
- [Summary Notice](#)
- [Named Generic Drugs](#)

Note: These documents are in PDF format. To view the documents, you will need **Adobe Acrobat Reader** on your computer or other internet-enabled device.



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Court Documents

- [2025-05-22 EPPs' Renewed Motion for Entry of Set-Aside Order](#)
- [2025-04-09 EPPs' Motion for Fees, Expenses and Service Awards](#)
- [2025-02-19 Order Regarding EPPs' Sandoz Settlement](#)
- [2025-02-14 Settlement Agreement – Sandoz](#)
- [2025-02-14 Proposed Plan of Allocation for the EPP Sandoz Settlement](#)
- [2025-02-14 End-Payer Plaintiffs' Motion for Preliminary Approval of Sandoz Settlement](#)

Complaints

- [2019-04-01 EPP Albuterol Amended Complaint \(PUBLIC\)](#)
- [2019-04-01 EPP Amitriptyline Amended Complaint \(PUBLIC\)](#)
- [2019-04-01 EPP Baclofen Amended Complaint \(PUBLIC\)](#)
- [2019-04-01 EPP Benazepril Amended Complaint \(PUBLIC\)](#)
- [2019-04-01 EPP Clobetasol Amended Complaint \(PUBLIC\)](#)
- [2019-06-25 EPP Clomipramine CORRECTED Amended Complaint \(PUBLIC\)](#)
- [2020-09-04 EPP Desonide Second Amended Complaint \(PUBLIC\)](#)
- [2019-06-25 EPP Digoxin CORRECTED Amended Complaint \(PUBLIC\)](#)
- [2019-04-01 EPP Divalproex Amended Complaint \(PUBLIC\)](#)
- [2019-04-01 EPP Doxycycline Second Amended Complaint \(PUBLIC\)](#)
- [2020-10-16 EPP Econazole Third Amended Complaint \(PUBLIC\)](#)
- [2020-09-04 EPP Fluocinonide Second Amended Complaint \(PUBLIC\)](#)
- [2019-04-01 EPP Levothyroxine Amended Complaint \(PUBLIC\)](#)
- [2019-04-01 EPP Lidocaine-Prilocaine Amended Complaint \(PUBLIC\)](#)
- [2019-04-01 EPP Pravastatin Amended Complaint \(PUBLIC\)](#)
- [2019-04-01 EPP Propranolol Amended Complaint \(PUBLIC\)](#)
- [2019-04-19 EPP Ursodiol Amended Complaint \(PUBLIC\)](#)
- [2019-04-19 EPP First Multi-Drug Complaint \(Amended\) \(PUBLIC\)](#)
- [2020-12-15 EPP Second Multi-Drug Complaint \(Second Amended\) \(PUBLIC\)](#)
- [2024-09-16 Complaint regarding the spin-off and transfer of assets among Novartis AG, Sandoz AG, Sandoz Group AG, and Sandoz Inc](#)

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Registration

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Register**Individual Consumer (consumption by themselves or their families)**

This form is to be filled out by the end consumer of the product.

[Register Now](#)
Third-party Payor (consumption by their members, employees, insureds, participants, or beneficiaries)

This form is to be filled out on behalf of a third-party payor, not individual consumers.

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Consumer Registration Form:

Registration

Complete the form below to receive settlement-related updates. Then, if the Court decides to give the proposed Settlement final approval, you will be notified by email or mail when a claim form becomes available.

Filer Type: Individual Consumer (consumption by themselves or their families)

Individual Consumer

Full Name: *

Mailing Address 1: *

Mailing Address 2:

City: *

State: *

Please select a State



Zip Code: *

Zip Code: (XXXXX or XXXXX-XXXX)

Email Address:

Telephone Number:

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TPP Registration Form:

Registration

Complete the form below to receive settlement-related updates. Then, if the Court decides to give the proposed Settlement final approval, you will be notified by email or mail when a claim form becomes available.

Filer Type: Individual Consumer (consumption by themselves or their families)

Individual Consumer

Full Name: *

Mailing Address 1: *

Mailing Address 2:

City: *

State: *

Please select a State



Zip Code: *

Zip Code: (XXXXX or XXXXX-XXXX)

Email Address:

Telephone Number:

☐ I'm not a robot


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Espanol Notice/FAQs:

In re Generic Pharmaceuticals Antitrust Litigation

1-877-316-0171

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Español

- [Aviso Español](#)
- [Aviso Legal](#)

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Contact Information

Notice Administrator:

In re: Generic Pharmaceuticals Pricing Antitrust Litigation – End-Payer
Settlement
P.O. Box 173118
Milwaukee, Wisconsin 53217
info@GenericDrugsEndPayerSettlement.com
Toll Free: (877) 316-0171

Settlement Class Counsel:

Roberta D. Liebenberg
Jeffrey S. Istvan
Fine, Kaplan and Black, R.P.C.
One South Broad St., 23rd Floor
Philadelphia, Pennsylvania 19107

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EXHIBIT G

<i>In re Generic Pharmaceuticals Pricing Antitrust Litigation, Case No. 2:16-MD-02724 (E.D. Pa.)</i>		
Exclusion Report		
#	Name	Postmark/Email Date
1	Central Painting & Sandblasting, Inc.	3/14/2025
2	United HealthCare Services, Inc.	5/5/2025
3	Independent Health	5/5/2025
4	Wellmark, Inc.	5/5/2025
5	AmeriHealth Caritas Health Plan	5/8/2025
6	MagnaCare, NY (Brighton Health Plan Solutions)	5/9/2025
7	Public Employer Risk Management Association, Inc. (PERMA) (New York)	5/9/2025
8	Albany County Health Plan	5/9/2025
9	Independence Blue Cross, LLC	5/9/2025
10	Molina Healthcare, Inc.	5/9/2025
11	Town of Amherst, New York	5/9/2025
12	Cigna	5/9/2025
13	Centene Corporation	5/9/2025
14	Health Net, LLC	5/9/2025
15	New York Quality Healthcare Corporation	5/9/2025
16	Sunshine State Health Plan, Inc.	5/9/2025
17	Superior HealthPlan, Inc.	5/9/2025
18	WellCare Health Plans, Inc.	5/9/2025
19	Humana Inc.	5/9/2025
20	Walgreen Co.	5/9/2025
21	The Kroger Co.	5/9/2025
22	Albertsons Companies, Inc	5/9/2025
23	H-E-B Grocery Company L.P.	5/9/2025
24	J M Smith Corporation	5/9/2025
25	Mayo Clinic	5/9/2025
26	Nassau County, New York	5/9/2025
27	Lumen Technologies, Inc	5/9/2025
28	BlueCross BlueShield of Tennessee, Inc.	5/9/2025
29	Lowe's Companies, Inc.	5/9/2025
30	Onondaga County, New York	5/9/2025
31	WCA Group Health Trust	5/9/2025
32	RTX Corporation	5/9/2025
33	Westchester County, New York	5/9/2025
34	Target Corporation	5/9/2025
35	Town of Amherst, New York	5/9/2025
36	Niagara County	5/9/2025
37	Steuben County, New York	5/9/2025
38	Livingston County, New York	5/9/2025
39	Shelby County, Tennessee	5/9/2025
40	Otsego County, New York	5/9/2025
41	Oswego County, New York	5/9/2025
42	Lewis County, New York	5/9/2025
43	Osceola County, Florida	5/9/2025
44	American Airlines, Inc.	5/9/2025
45	Illinois Public Risk Fund	5/9/2025
46	Aramark Services, Inc.,	5/9/2025
47	Herkimer County, New York	5/9/2025
48	Blue Cross and Blue Shield of Alabama	5/9/2025
49	Greene County, New York	5/9/2025
50	Madison County, New York	5/9/2025
51	Fulton County, New York	5/9/2025
52	Municipal Employee Benefits Consortium (MEBCO)	5/9/2025
53	Montgomery County, New York	5/9/2025

<i>In re Generic Pharmaceuticals Pricing Antitrust Litigation, Case No. 2:16-MD-02724 (E.D. Pa.)</i>		
Exclusion Report		
#	Name	Postmark/Email Date
54	Monroe County, New York	5/9/2025
55	Oneida County, New York	5/9/2025
56	UPMC Health Plans	5/9/2025
57	Allegany County, NY	5/9/2025
58	Cattaraugus County, New York	5/9/2025
59	Blue Cross and Blue Shield of South Carolina	5/9/2025
60	Chemung County, New York	5/9/2025
61	Citation Oil & Gas Corp	5/9/2025
62	Chenango County, New York	5/9/2025
63	City of Fort Lauderdale, Florida	5/9/2025
64	Blue Cross and Blue Shield of Kansas City	5/9/2025
65	Blue Cross and Blue Shield of Florida, Inc	5/9/2025
66	City of Lorain, Ohio	5/9/2025
67	Fulton County, Georgia	5/9/2025
68	City of Poughkeepsie, New York	5/9/2025
69	City of Mobile, Alabama	5/9/2025
70	US Foods, Inc.	5/9/2025
71	Franklin County, New York	5/9/2025
72	City of Warren, Ohio	5/9/2025
73	General Motors LLC	5/9/2025
74	Clinton County, New York	5/9/2025
75	Essex County, New York	5/9/2025
76	Southwest Airlines Co.	5/9/2025
77	Cortland County, New York	5/9/2025
78	Erie County, New York	5/9/2025
79	Horizon Healthcare Services, Inc.	5/9/2025
80	Aetna	5/9/2025
81	Health Care Service Corporation	5/9/2025
82	Lisa Spencer	5/13/2025

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

**IN RE: GENERIC PHARMACEUTICALS
PRICING ANTITRUST LITIGATION**

MDL NO. 2724 16-MD-2724

THIS DOCUMENT RELATES TO:

HON. CYNTHIA M. RUFÉ

All End-Payer Plaintiffs' Actions

**[PROPOSED] FINAL ORDER AND JUDGMENT REGARDING
EPPS' SANDOZ SETTLEMENT**

AND NOW, this ____ day of _____, 2025, upon review and consideration of End-Payer Plaintiffs' ("EPPs")¹ Motion for Final Approval of Sandoz Settlement and Plan of Allocation [MDL Doc. ____], it is hereby **ORDERED** that the motion is **GRANTED** as follows:

1. All capitalized terms used in this Final Order and Judgment shall have the same meanings as set forth in the Settlement Agreement submitted to the Court at MDL Doc. 3253-2.
2. On February 19, 2025, the Court entered an Order in which it, *inter alia*,

¹ EPPs are 1199SEIU Greater New York Benefit Fund; 1199SEIU Licensed Practical Nurses Welfare Fund; 1199SEIU National Benefit Fund; 1199SEIU National Benefit Fund for Home Care Workers; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; American Federation of State, County and Municipal Employees District Council 47 Health & Welfare Fund; City of Providence, Rhode Island; Detectives Endowment Association of the City of New York; Hennepin County; Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana; Philadelphia Federation of Teachers Health and Welfare Fund; Self-Insured Schools of California; Sergeants Benevolent Association of the Police Department of the City of New York Health and Welfare Fund; UFCW Local 1500 Welfare Fund; Uniformed Fire Officers Association Family Production Plan Local 854; and United Food & Commercial Workers and Employers Arizona Health & Welfare Trust; Nina Diamond; Ottis McCrary; Valerie Velardi; and Robby Johnson.

preliminarily approved the Settlement and Plan of Allocation, preliminarily certified the Settlement Class for settlement purposes only, appointed Settlement Class Representatives, appointed Settlement Class Counsel, directed Notice to Settlement Class Members, appointed Huntington Bank as Escrow Agent, and appointed A.B. Data, Inc. as Notice Administrator (the “Preliminary Approval Order”). [MDL Doc. 3257]

3. On June 9, 2025, EPPs filed a brief in response to certain opt-out insurers’ objections to the Court-ordered opt-out procedures [MDL Doc. 3446].

4. On July 8, 2025, EPPs filed a Motion for Final Approval of Sandoz Settlement and Plan of Allocation [MDL Doc. __], in which they included their response to certain States’ objections to the Settlement. Also on July 8, 2025, Sandoz filed its response to certain States’ objections to the Settlement [MDL Doc. __].

5. There were no other objections.

6. On July 23, 2025, the Court held a Final Fairness Hearing to consider whether the Settlement and Plan of Allocation should be finally approved under Rule 23(e)(2) as fair, reasonable and adequate.

7. The Court has reviewed EPPs’ Motion and the terms and conditions set forth in the Settlement Agreement, including all exhibits thereto, and finds that the Settling Parties entered into the Settlement Agreement in good faith and that the Settlement is fair, reasonable and adequate under Rule 23 of the Federal Rules of Civil Procedure. The Court finds that the Settlement is in full compliance with all requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, and the United States Constitution (including the Due Process Clause).

8. The Court finds that the Settlement was negotiated at arm’s-length; that there was

sufficient discovery; that the Parties and counsel were knowledgeable about the facts relevant to EPPs' claims and the potential risks of continued litigation; and that the Parties were represented by highly capable counsel with substantial experience in class action and antitrust litigation.

9. The Court also specifically considered the factors set forth in Rule 23(e)(2) and the *Girsh* factors, including the complexity, expense and likely duration of litigation of the litigation; the favorable reaction of the Settlement Class; the stage of the proceedings; the risks of establishing liability, damages and class certification; and the range of reasonableness of the Settlement in light of the best possible recovery and attendant risks of litigation. *Girsh v. Jepsen*, 521 F.2d 153, 157 (3d Cir. 1975). The Court finds that the Rule 23(e)(2) factors and the *Girsh* factors weigh in favor of approving the Settlement.

10. No class member objected to the Settlement. Nonetheless, the Court has carefully considered the objections of opt-out insurers and the States and hereby finds that none of those objections is meritorious.

11. The Court finds that the dissemination of Notice as set forth in the Declaration of Eric J. Miller was in compliance with the Court's Preliminary Approval Order, and that the notice that has been given constitutes due, adequate and sufficient notice; was the best notice practicable under the circumstances; and satisfies Federal Rule of Civil Procedure 23(e) and due process.

12. A full opportunity has been offered to Settlement Class Members to object to or opt out of the Settlement and to participate in the Final Fairness Hearing.

13. Sandoz properly and timely notified the appropriate officials of the Settlement pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715. More than ninety (90) days have elapsed since Sandoz provided notice of the Settlement pursuant to CAFA.

14. Pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, the Court grants final class certification, for settlement purposes only, of the Settlement Class that it preliminarily certified in its Preliminary Approval Order. The Court finds that the requirements of Rule 23 are satisfied, solely for the purpose of effectuating the Settlement, as follows:

- a. Pursuant to Rule 23(a)(1), the Court determines that the members of the Settlement Class are so numerous that their joinder before the Court would be impracticable;
- b. Pursuant to Rule 23(a)(2), the Court determines that there are questions of law and fact that are common to the Settlement Class;
- c. Pursuant to Rule 23(a)(3), the Court determines that the Settlement Class Representatives' claims are typical of the claims of the Settlement Class Members;
- d. Pursuant to Rule 23(a)(4), the Court determines that Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented the interests of the Settlement Class;
- e. Pursuant to Rule 23(b)(3), the Court determines that common questions of law and fact predominate over questions affecting any individual Settlement Class Member;
- f. Pursuant to Rule 23(b)(3), the Court determines that a class resolution provides a fair and efficient method for settling the Settlement Class's claims and is superior to other available methods; and
- g. Pursuant to Rule 23(b)(3), the Court determines that the Settlement Class is ascertainable.

15. The Court confirms the appointment of EPPs as Settlement Class Representatives.

16. The Court confirms the appointment of Roberta D. Liebenberg and the law firm of Fine, Kaplan and Black, R.P.C., One South Broad Street, 23rd Floor, Philadelphia, PA 19107 as Settlement Class Counsel.

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

18. The Court grants final approval of the Plan of Allocation as being fair, reasonable, adequate, and in the best interest of the Settlement Class. The Court further finds that the Plan of Allocation treats class members equitably relative to each other as required by Federal Rule of Civil Procedure 23(e)(2)(D).

19. Accordingly, the Court hereby grants EPPs' Motion for Final Approval of Sandoz Settlement and Plan of Allocation.

20. The Court hereby dismisses the EPP Actions as to Sandoz, on the merits, with prejudice and in their entirety, and except as provided for in the Settlement Agreement, without costs or attorneys' fees recoverable under 15 U.S.C. § 15(a), as to Sandoz. This dismissal shall not affect, in any way, the rights of EPPs or members of the Settlement Class to pursue claims

not released by the Settlement Agreement.

21. The EPP Releasors (as defined in Section I.H. of the Settlement Agreement) have released, acquitted and forever discharged the Sandoz Releases (as defined in Section I.R. of the Settlement Agreement) from all Released Claims (as defined in Section I.Q. of the Settlement Agreement) arising out of or relating to the Conduct (as defined in Section I.B. of the Settlement Agreement). All terms of the release and covenant not to sue set forth in Section VI of the Settlement Agreement, and the definitions set forth in Sections I.B., I.H., I.R. and I.Q., of the Settlement Agreement, are hereby incorporated into this Order.

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

23. The finality of this Final Order and Judgment shall not be affected by any order entered regarding the Settlement Class Counsel's motion for an award of attorneys' fees and reimbursement of expenses and/or any order entered regarding the Service Awards to the Settlement Class Representatives, which shall be considered separate from this Final Order and Judgment.

24. The Court shall retain continuing and exclusive jurisdiction over the Settlement and this Order, including the administration and consummation of this Settlement.

25. Pursuant to Federal Rule of Civil Procedure 54(b) there is no just reason for delay, and the Court hereby directs the entry of this Final Judgment of dismissal forthwith as to Sandoz. This Final Approval Order shall be final and immediately appealable.

BY THE COURT:

CYNTHIA M. RUFÉ, J.

EXHIBIT A**ENTITIES WHO SUBMITTED VALID REQUESTS FOR EXCLUSION FROM THE EPP-SANDOZ SETTLEMENT¹**

#	Name
1	Central Painting & Sandblasting, Inc.
2	United HealthCare Services, Inc. and subsidiaries and affiliates named in its exclusion request
3	Independent Health Association, Inc. and Independent Health Benefits Corporation
4	Wellmark, Inc., d/b/a Wellmark Blue Cross and Blue Shield of Iowa and subsidiaries, named in its exclusion request
5	AmeriHealth Caritas Health and Keystone Family Health Plan
6	MagnaCare Insurance
7	Public Employer Risk Management Association, Inc. (“PERMA”) (New York)
8	County of Albany, New York
9	Independence Blue Cross, LLC and subsidiaries and affiliates named in its exclusion request*
10	Molina Healthcare, Inc. and subsidiaries and affiliates named in its exclusion request
11	Town of Amherst, New York
12	The Cigna Group, f/k/a Cigna Corporation and subsidiaries and affiliates named in its exclusion request*
13	Centene Corporation and subsidiaries and affiliates named in its exclusion request
14	Health Net, LLC
15	New York Quality Healthcare Corporation
16	Sunshine State Health Plan, Inc.
17	Superior HealthPlan, Inc.
18	WellCare Health Plans, Inc. and subsidiaries and affiliates named in its exclusion request
19	Humana Inc. and the following ASO clients: The Rawlings Group LLC and Dow Chemical Company Dow*
20	Walgreen Co. and subsidiaries and affiliates named in its exclusion request
21	The Kroger Co. and subsidiaries and affiliates named in its exclusion request
22	Albertsons Companies, Inc. and subsidiaries and affiliates named in its exclusion request
23	H.E. Butt Grocery Company and subsidiaries and affiliates named in its exclusion request
24	J M Smith Corporation and subsidiaries and affiliates named in its exclusion request
25	Mayo Clinic
26	Nassau County, New York
27	Lumen Technologies, Inc. and Lumen Technologies Service Group, LLC
28	BlueCross BlueShield of Tennessee, Inc. and subsidiaries and affiliates named in its exclusion request*
29	Lowe’s Companies, Inc.
30	Onondaga County, New York

¹ Entities flagged with an asterisk submitted valid requests to exclude themselves and (in some cases) certain subsidiaries and/or affiliates but also submitted invalid requests to exclude ASO clients. EPP Class Counsel’s challenge to the ASO client exclusion requests is pending before the Court.

31	Wisconsin Counties Association (WCA) Group Health Trust
32	RTX Corporation
33	County of Westchester, New York
34	Target Corporation
35	Town of Amherst, New York
36	County of Niagara, New York
37	County of Steuben, New York
38	County of Livingston, New York
39	County of Shelby, Tennessee
40	County of Otsego, New York
41	County of Oswego, New York
42	County of Lewis, New York
43	County of Osceola, Florida
44	American Airlines, Inc. and corporate predecessor entities and current and former affiliates named in its exclusion request
45	Illinois Public Risk Fund
46	Aramark Services, Inc. and corporate predecessor entities and current and former affiliates named in its exclusion request
47	County of Herkimer, New York
48	Blue Cross and Blue Shield of Alabama*
49	County of Greene, New York
50	County of Madison, New York
51	County of Fulton, New York
52	Municipal Employee Benefits Consortium (MEBCO)
53	County of Montgomery, New York
54	County of Monroe, New York
55	Oneida County, New York
56	UPMC Health Plan, Inc. and all the entities listed on its exclusion request
57	Allegany County, New York
58	Cattaraugus County, New York
59	Blue Cross and Blue Shield of South Carolina*
60	Chemung County, New York
61	Citation Oil & Gas Corp
62	Chenango County, New York
63	City of Fort Lauderdale, Florida
64	Blue Cross and Blue Shield of Kansas City and subsidiaries named in its exclusion request*
65	Blue Cross and Blue Shield of Florida, Inc. and subsidiaries named in Schedule A of its exclusion request*
66	City of Lorain, Ohio
67	Fulton County, Georgia
68	City of Poughkeepsie, New York
69	City of Mobile, Alabama
70	US Foods, Inc.
71	Franklin County, New York

72	City of Warren, Ohio
73	General Motors LLC
74	Clinton County, New York
75	Essex County, New York
76	Southwest Airlines Co.
77	Cortland County, New York
78	Erie County, New York
79	Horizon Healthcare Services, Inc. and the following ASO clients: Association Master Trust Atlantic Realty Development Corporation Atlas Copco North America, Inc. Brother International Corporation City of Hackensack, New Jersey Diocese of Paterson Gellert Global Group Hayward Industries, Inc. Hill International, Inc. Horizon Blue Cross Blue Shield of NJ Health Plan iCIMS, Inc. JM Manufacturing d/b/a JM Eagle LG Electronics USA Musculoskeletal Transplant Foundation NJM Insurance Group New Jersey Turnpike Authority OceanFirst Bank N.A. The Okonite Company, Inc. Romark Logistics Subaru of America, Inc. Sun Chemical Corporation Union County, New Jersey
80	Aetna Inc.*
81	Health Care Service Corporation*
82	Lisa Spencer