`THE UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

STATE OF CONNECTICUT, et al., *Plaintiffs,* v. AUROBINDO PHARMA USA, INC., et al., *Defendants.*	No. 3:16-cv-02056-MPS
STATE OF CONNECTICUT, et al., *Plaintiffs*, v. TEVA PHARMACEUTICALS USA, INC. et al., *Defendants*.	No. 3:19-cv-00710-MPS
STATE OF CONNECTICUT, et al., *Plaintiffs*, v. SANDOZ, INC., et al., *Defendants*.	No. 3:20-cv-00802-MPS March 26, 2025

STATES' DECLARATION IN SUPPORT OF THE STATES' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT WITH APOTEX CORP.

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

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

2. Filed herewith as Exhibit 1 is a true and correct copy of the proposed settlement agreement (the "Settlement") between the Plaintiff States and Apotex Corp. ("Apotex"). Capitalized terms in this Declaration incorporate the defined terms from the Settlement.

3. I provide this declaration in support of Plaintiff States' Motion for Preliminary Approval of the Settlement with Apotex.

4. Since 2016, the States have litigated claims alleging that Apotex, a manufacturer of generic drugs, conspired with non-settling Defendants, who are other manufacturers of generic drugs, in violation of federal and state antitrust and consumer protection laws to artificially inflate and maintain the prices for generic drugs.

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

6. While litigating the States' Actions, the States have negotiated with numerous defendants, including Apotex, seeking to reach a consensual resolution and favorable settlement for consumers and state entities short of trial. Through these negotiations, the States reached this Settlement with Apotex.

7. The States finalized and signed the Settlement with Apotex attached hereto as Exhibit 1. This is the second settlement with corporate defendants in the States' Actions. The Settlement is a joint settlement with the End-Payer Plaintiffs (the "EPPs") in the related action *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.) (the "MDL").

8. The Settlement is entered by attorneys general of fifty states, commonwealths, D.C., and territories of the United States whose interests are aligned in enforcing federal and state laws and vigorously pursuing remedies for their states, their Consumers, State Entities, and Corporate Entities.

9. Based on information and data the States have obtained through investigation and discovery, and analysis provided by the States' experts, the States estimate that the total amount of overcharge associated with sales by Apotex during the period at issue in the litigation is approximately $202 million. The amounts of overcharges passed through to consumers and state agencies is disputed, but the States' expert in the Dermatology Action has indicated the culminative passthrough is 50% of that number, which for Apotex would be $101 million.

10. Through this Settlement, the States are providing recovery for their Consumers, State Entities, and Corporate Entities and are exercising authority to represent their states and settle and release claims in their sovereign, proprietary, and *parens patriae* capacities.

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

12. This Settlement reflects not only the relative strengths of the claims against Apotex,

but also the value of the cooperation that Apotex has agreed to provide to aid in the continued prosecution of this case against other defendants.

13. The settlement negotiations were conducted at arm's length and in good faith. Throughout the settlement process, Apotex has been represented by counsel with significant expertise in complex antitrust litigation. The Assistant Attorneys General in the offices of the Attorneys General for Connecticut, New York, and Massachusetts who negotiated the Settlement, individually and collectively, have extensive experience with antitrust investigations and litigation.

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

15. Under the terms of the Settlement, Apotex has agreed to pay $39.1 million to the States, which will be deposited directly into escrow with Huntington Bank, and which will accrue interest. Huntington Bank is well qualified to serve as the escrow agent in this matter, having regularly served in that role in many other *parens patriae* or class action settlements.

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

17. The States Notice Plan is building on the notice plan set forth in the Plaintiff State's Motion for Preliminary Approval of the Heritage Settlement, which was previously approved by this Court. *See* ECF No. 675 (3:16-cv-02056-MPS), No. 465 (3:20-cv-00802-MPS), and No. 502 (3:20-cv-00802-MPS). The details of the States' proposed Notice Plan are set forth in the declaration of Tiffaney Janowicz filed herewith. Implementation of the Notice Plan will be coordinated with the EPPs and the EPP notices and Notice Plan.

18. The Settlement provides that 70% of the $39.1 million State Settlement Amount is allocated to restitution to Consumers and State Entities that are State Releasors, to compensate them for any alleged harm resulting from the alleged Conduct. *Settlement* ¶¶*I.DD, II.A.* The States propose that approximately 45.08% of the State Settlement Amount (or 64.4% of the restitution amount) equaling $17,624,403.04 be allocated and distributed to Consumers and approximately 24.92% of the State Settlement Amount (or 35.6% of the restitution amount) equaling $9,745,596.96 be allocated as restitution to State Entities, to be divided between the settling states based on relative harm and claims asserted in the litigation, and distributed to each State for such use permitted under state law at the sole discretion of each State Attorney General. *See Settlement* I.DD(2).

19. The States have developed a proposed framework or structure for a future distribution plan. This framework is outlined in the Long Form Notice filed as an exhibit to the accompanying declaration of Tiffaney Janowicz, also filed in support of this motion. The States propose that to receive a portion of the Settlement, a Consumer will be required to submit a claim and release form. The States do not intend to require proof of purchase beyond a verified statement of purchase from a Consumer. However, the States reserve the option of requiring proof for auditing any large or suspicious claims submitted. No claims will be blocked as being too small, but rather, a minimum payment will be paid to a Consumer filing a valid claim (a "Minimum Payment") so that all valid claims would receive at least a minimum amount.

20. The States believe that the use of a Minimum Payment is important to encourage Consumers to participate in the claims process. The Minimum Payment amount would best be determined after additional settlements have been reached and it is appropriate and efficient to do a distribution to Consumers, to ensure that a reasonable portion of the Settlement funds are

allocated towards claimants receiving the Minimum Payment, while still preserving enough funds for Consumers with larger documented claims. A Minimum Payment allows Consumers to meaningfully participate in the Settlement by submitting valid claims and is designed to avoid a situation in which the cost of issuing a payment exceeds the amount of the payment and allows smaller claims to be processed more efficiently and with less inquiries and challenges on claims. The States believe this represents a reasonable method of ensuring equitable and timely distribution of the Settlement's restitution funds, and to as many affected Consumers as possible, without burdening the process in a way that will unduly waste the funds.

21. Further, as for allocation among consumers, the States propose to treat Consumers equitably relatively to each other and based on representation in the litigation, the strength of claims asserted, and the releases provided for possible claims. The States propose that each Consumer be entitled to receive payments in proportion to their spending on the generic pharmaceuticals at issue (*i.e. pro rata*) with one exception: Consumers residing in a non-settling state on whose behalf only the EPPs are settling claims, namely Alabama, Arkansas, Hawaii, and Texas, will receive less, and likely only the minimum payment, because they are giving less by providing a release only for claims brought on their behalf by EPPs, not *parens patriae* claims brought by the States. The States believe this proposal is fair and reasonable for several reasons. First, the States *parens patriae* and other claims on behalf of their citizens are different than class action claims. Second, the scope of the release is less for Consumers residing in non-settling states. Third, the States are carrying the labor and cost of the claims process and distribution to Consumers, from which consumers in non-settling states benefits.

22. The States ask that a complete allocation and distribution plan, that includes other settlements in the States' Action, be deferred and presented to the Court for approval at a future

date when there is enough consumer funds accumulated to make a distribution practicable and sensible.

23. The Settlement provides substantial and guaranteed benefits to Consumers, State Entities, and Corporate Entities, on whose behalf the States assert claims (and for Consumers, Corporate Entities, and State Entities represented by the EPPs) which recovery is fair, reasonable, and adequate given the expense and risk of protracted litigation. The States maintain that the proposed Settlement with Apotex is fair, reasonable, and adequate and in the best interests of the Plaintiff States and their residents.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 26, 2025, in Bismarck, North Dakota.

/s/ *Elin Alm*
Elin S. Alm

Exhibit 1

Case Nos.

3:16-cv-02056-MPS

3:19-cv-00710-MPS

3:20-cv-00802-MPS

Settlement Agreement

This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.) (the "MDL"). [1]

WHEREAS, the Attorneys General and the EPPs are each pursuing or have previously pursued claims in the MDL and/or in the District of Connecticut;

WHEREAS, the Attorneys General have asserted claims on behalf of themselves and for or on behalf of State Entities;

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

WHEREAS, certain of the Attorneys General have also asserted claims for Corporate Entities, as defined below;

WHEREAS, the EPPs have asserted claims on behalf of themselves and the EPP Settlement Class Members, as defined below;

WHEREAS, together the EPPs and the Attorneys General assert claims for or on behalf of all Consumers, State Entities, and Corporate Entities;

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

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

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

[1] This Agreement is intended to settle all cases and claims brought by the Attorneys General against Apotex that have at any time been pending in the MDL, regardless of whether those cases and claims remain in the MDL or have been or may be remanded to any other court.

I. Definitions

A. "Actions" means EPP Actions and State Actions, as defined in Paragraphs L and AA of this Section.

B. "Apotex Releasees" are defined as Apotex and its parents, subsidiaries, and affiliates, and their respective predecessors, successors, heirs, executors, administrators, and assigns, as well as any current and former officers, directors, employees,[2] attorneys, stockholders, principals, managers, partners, members, agents, representatives, trustees, insurers, and owners thereof.

C. "Attorneys General" are defined as the Attorneys General of each state, commonwealth, district, and territory that asserts claims in the MDL (or in any court to which the State Actions have been or may be remanded[3]) as well as those that are otherwise signatories to this Agreement.

D. "Code" is defined as the Internal Revenue Code of 1986, as amended.

E. "Conduct" means any act or omission of the Apotex Releasees or of persons or entities alleged to be co-conspirators of the Apotex Releasees concerning price fixing, market allocation, bid-rigging, and/or any other anticompetitive and/or unfair conduct based in whole or in part on the allegations in the Actions, in connection with the manufacture, sale, and/or distribution of Drugs at Issue or any other generic drug for which claims could have been asserted based on any facts alleged in any of the complaints filed or otherwise pending at any time in the Actions, including all formulations and strengths of those drugs, and/or any overarching conspiracy claims involving any of the Drugs at Issue or based in whole or in part on facts alleged in the Actions.

F. "Consumers" are defined as natural persons for whom an Attorney General has the power to act, whether pursuant to the Attorney General's parens patriae authority or otherwise; as well as natural persons for whom the EPPs are asserting claims (*i.e.*, all natural persons who are potential members of the EPP Settlement Class). For purposes of clarity, the term "Consumers" does not include any State Entity, any county, city, town, or other local entity, or any Corporate Entity.

G. "Corporate Entities" are defined as corporate (and other business) entities for whom an Attorney General has asserted a claim in the MDL (or any court to which the State

[2] "Apotex Releasees" does not include any current or former Apotex employee named as an individual defendant in the MDL prior to the Effective Date with respect to that individual's conduct while employed at any company other than Apotex.

[3] As of April 25, 2024, the State Actions have been remanded to the United States District Court for the District of Connecticut. *See* Case No. 3:16-cv-02056, ECF No. 353 (D. Conn.); Case No. 3:19-cv-710 (D. Conn.); Case No. 3:20-cv-00802, ECF No. 15 (D. Conn.).

Actions have been or may be remanded), whether pursuant to the Attorneys General's parens patriae authority or otherwise, as well as corporate (and other business) entities for which the EPPs are asserting claims (*i.e.*, all corporate and other business entities that are potential members of the EPP Settlement Class).

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

I. "Drugs at Issue" means the drugs listed in Appendix A.

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

K. "End-Payer Plaintiffs" means those EPP Settlement Class Members, as defined in Paragraph I.Q, who were named plaintiffs in any of the EPP Actions as of the Effective Date, or who have been or are subsequently added as named plaintiffs in any of the EPP Actions prior to the entry of final judgment against Apotex in the EPP Actions.

L. "EPP Actions" means the following cases: *In re: Pravastatin Cases*, No. 2:16-pv-27242 (E.D. Pa.); *In re Albuterol Cases*, 2:16-al-27242 (E.D. Pa.); *In re Amitriptyline Cases*, 2:16-am-27242 (E.D. Pa.); *In re Baclofen Cases*, 2:16-bc-27242 (E.D. Pa.); *In re Benazepril HCTZ Cases*, 2:16-bz-27242 (E.D. Pa.); *In re Clobetasol Cases*, 2:16-cb-27242 (E.D. Pa.); *In re Clomipramine Cases*, 2:16-cm-27242 (E.D. Pa.); *In re Digoxin Cases*, 2:16-dg-27242 (E.D. Pa.); *In re Desonide Cases*, 2:16-ds-27242 (E.D. Pa.); *In re Divalproex ER Cases*, 2:16-dv-27242 (E.D. Pa.); *In re Doxycycline Cases*, 2:16-dx-27242 (E.D. Pa.); *In re Econazole Nitrate Cases*, 2:16-ec-27242 (E.D. Pa.); *In re Fluocinonide Cases*, 2:16-fl-27242 (E.D. Pa.); *In re Glyburide Cases,* 2:16-gl-27242 (E.D. Pa.); *In re Lidocaine/Prilocaine Cases*, 2:16-ld-27242 (E.D. Pa.); *In re Levothyroxine Cases*, 2:16-lv-27242 (E.D. Pa.); *In re Propranolol Cases*, 2:16-pp-27242 (E.D. Pa.); *In re Ursodiol Cases*, 2:16-ur-27242 (E.D. Pa.); *1199SEIU National Benefit Fund v. Actavis Holdco U.S., Inc.*, No. 2:18-cv-02401 (E.D. Pa.); *1199SEIU National Benefit Fund v. Actavis Holdco U.S., Inc.*, No. 2:19-cv-06011 (E.D. Pa.), and any other action or proceeding filed in the MDL or otherwise pursued by or on behalf of any End-Payer Plaintiff or any other EPP Settlement Class Member for Released Claims prior to the entry of the Final Approval Order.

M. "EPP Releasors" shall refer to the End-Payer Plaintiffs and all other EPP Settlement Class Members, as defined in Paragraphs K and Q, and to their past and present parents, subsidiaries, and affiliates, and their respective predecessors, successors, heirs, executors, administrators, and assigns, as well as any current and former officers, directors, employees, attorneys, stockholders, principals, managers, partners, members, agents, representatives, trustees, insurers, and owners thereof.

N. "EPP Settlement Amount" is the aggregate sum of $48,000,000 USD, all of which shall constitute restitution within the meaning of Section 162(f)(2) of the Code and 26 C.F.R. § 1.162-21(e)(4)(i). No part of the EPP Settlement Amount is paid (a) in respect of any claim for the trebling of damages (as opposed to actual damages), (b) to reimburse any government or governmental entity for investigation or litigation costs, or (c) for or in lieu of any fine, penalty, forfeiture, or punitive damages. To the extent that any party hereto is required to report the EPP Settlement Amount or any portion thereof under Section 6050X of the Code, such party shall report such amount as restitution. Except as set forth in this Paragraph, the EPPs take no position on tax treatment of the payments under the Agreement. The EPP Settlement Amount shall be allocated among the EPP Settlement Class Members as determined by the EPP Settlement Class Counsel and approved by the court, and Apotex shall have no obligation in connection with such allocation.

O. "EPP Settlement Class" shall be 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 Drugs at Issue, other than for resale, from May 1, 2009 to December 31, 2019. This class excludes: (a) Defendants, their officers, directors, management, employees, subsidiaries, and affiliates; (b) all federal governmental entities; (c) all State Entities identified by the Attorneys General in Appendix B; (d) all State Entities of the States specified in Paragraph I.O.1 (except for cities, towns, municipalities, counties or other local governmental entities of that State with self-funded prescription drug plans, all of which are included in the class[4]). For the 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;[5] (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.

1. The State Entities from the following States are excluded from the definition of EPP Settlement Class: California, Connecticut, Florida, Illinois,[6] Maine, Oregon, Pennsylvania, Washington, and Wyoming. The Attorneys General of the remaining States do not object to the State Entities of their respective States being included in the EPP Settlement Class (with those State Entities having the right to submit

[4] The Attorneys General do not object to the inclusion of the local government entities described herein in the EPP Settlement Class.

[5] Where a putative class member has purchases that meet the definition of the EPP Settlement Class, but also has purchases that fall within the exclusion set forth in Paragraph I.O.(e), 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.

[6] The exclusion of Illinois' State Entities from the definition of EPP Settlement Class does not include public corporations, including public universities and health systems. Those public corporations that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price for any Drugs at Issue, other than for resale, from May 1, 2009 to December 31, 2019 are included within the definition of the EPP Settlement Class.

a valid and timely request for exclusion, like any other potential class member).

P. "EPP Settlement Class Counsel" shall refer to the law firm of Fine, Kaplan and Black, R.P.C.

Q. "EPP Settlement Class Member" means each potential member of the EPP Settlement Class who has not submitted a timely and valid request to be excluded from the EPP Settlement Class.

R. "Federal Settlement Agreement" means the separate civil settlement agreement that Apotex entered into with the United States on September 30, 2021, which includes a Corporate Integrity Agreement ("CIA") with the Office of Inspector General of the U.S. Department of Health and Human Services.

S. "Final Approval Order" means the order to be entered by the District Court in the MDL (and, with respect to any Action that has been or may be remanded from the MDL, the court to which such Action has been or may be remanded) which gives final approval of this Settlement Agreement and releases all Released Claims. The Parties intend for the Final Approval Order to include provisions: (1) finding this Settlement Agreement (i) as having been entered into in good faith and (ii) as being fair, reasonable, and adequate, including within the meaning of Fed. R. Civ. P. 23, where applicable, and directing its consummation pursuant to its terms, as to: (i) the EPP Releasors (including the EPP Settlement Class); and (ii) the State Releasors; (2) finding that the notice given constitutes due, adequate, and sufficient notice and meets the requirements of due process and the Federal Rules of Civil Procedure; (3) finding that all members of the EPP Settlement Class who have not executed timely and valid requests for exclusion shall be bound by this Settlement Agreement, including the release provisions and covenant not to sue set forth in this Settlement Agreement; (4) incorporating the releases set forth in Section VI, and forever barring the EPP Releasors and the State Releasors from asserting any Released Claims (as defined in Paragraph I.X); (5) retaining exclusive jurisdiction over the Settlement and this Agreement, including the administration and consummation of this Settlement; (6) directing that all claims by and on behalf of the EPP Releasors, and the State Releasors be dismissed with prejudice as to Apotex Releasees only and, except as provided for herein, with prejudice and without costs or attorney's fees recoverable under 15 U.S.C. § 15(a); and (7) determining pursuant to Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the Final Approval Order in the Actions as to the Apotex Releasees shall be final and immediately appealable.

T. "Final Court Approval" means the court with jurisdiction over each of the Actions (the District Court in the MDL or, in the event of remand, the court to which the State Actions have been or may be remanded) has entered, in each of the Actions, the Final Approval Order, and the time to appeal or to seek permission to appeal from the court's approval of this Agreement and entry of the order and final judgment as to Apotex has expired in each Action and no motion or other pleading has been filed seeking to set aside, enjoin, or in any way alter the Final Approval Order or the entry of judgment in any Action or to toll the time for appeal of the Final Approval Order or the judgment in any Action, or, if appealed, approval of this

Agreement and the final judgment in each Action as to Apotex has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times.

U. "Generic Pharmaceutical Products" shall mean the generic version of any brand name drug, including all dosages, forms, and strengths of such drug, regardless of whether they are included in any of the complaints filed in the MDL.

V. "Notice Period" means the time period allotted for EPP Settlement Class Members, those Consumers and Corporate Entities on whose behalf the Attorneys General have asserted claims, and anyone else for whom notice is required to (i) object to this Settlement or (ii) file a timely and valid request for exclusion.

W. "Preliminary Approval Order" means an order to be entered by the District Court in the MDL (and the Court to which the State Actions have been or may be remanded) which the Parties intend will include the following provisions: (1) conditional certification of the EPP Settlement Class for settlement purposes; (2) preliminary approval of this Settlement Agreement with respect to the EPP Settlement Class (i) as having been entered into in good faith and (ii) as being fair, reasonable, adequate and in the best interests of the members of the EPP Settlement Class; and (3) preliminary approval of this settlement with respect to the Attorneys General (i) as having been entered into in good faith and (ii) as being fair, reasonable, adequate and in the best interests of State Entities, if required by law, and Consumers and Corporate Entities for whom the Attorneys General assert claims in their parens patriae or other representative authority and for any other purposes for which court approval may be necessary.

X. "Released Claims" means any and all manner of claims, counter-claims, demands, actions, rights, liability, costs, debts, expenses, attorneys' fees, judgments, and civil and administrative causes of action of any type, including both monetary and injunctive, that were asserted or that could have been asserted, whether known or unknown, whether accrued or unaccrued, against the Apotex Releasees arising out of or relating to the Conduct. Released Claims include claims arising out of the Conduct under (1) federal or state antitrust laws, (2) unfair competition or consumer protection laws, (3) any civil or administrative monetary cause of action (including for civil damages and/or civil fines or penalties), (4) any remedies for any claims submitted or caused to be submitted to the State's Medicaid program, including under the False Claims Act (codified at 31 U.S.C. §§ 3729-3733) or any State's counterpart to the federal False Claims Act, and (5) any other statute or common or equitable law. In addition, the Attorneys General and the State Entities listed on Appendix B shall not seek to impose fines or penalties on the Apotex Releasees or to exclude or debar them from any market for the manufacture, sale, or distribution of Generic Pharmaceutical Products in connection with the Conduct, except as set out in 2(b) below.

1. Released Claims include all claims based on any and all rights (including

by assignment) to bring claims based on damages incurred by another person or entity.[7]

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

3. For the End Payer Releasors, Released Claims do not include (1) any claims based on direct purchases of the Drugs at Issue; (2) any claims based on indirect purchases of Drugs at Issue for purposes of resale; and (3) claims under laws other than those of the United States relating to purchases made by the EPP Releasors outside of the United States.

4. Released Claims also do not include claims that do not arise out of the Conduct, including claims: (a) for breach of contract, express or implied warranty, or defective or deficient products and services provided by Apotex; (b) for unfair or deceptive marketing or advertising of Drugs at Issue or for off-label marketing claims; (c) for violations of the securities laws; (d) for reverse payment, "pay for delay," sham litigation, sham citizen petition, "Walker Process" fraud or other means of reducing or impairing competition other than the Conduct; (e) arising from or relating to the unfair and/or deceptive marketing, promotion, or sale of opioids (other than the Conduct) (including public nuisance claims), or the control or diversion of opioids (including suspicious order monitoring and state-law Controlled Substances Acts); (f) asserted in any currently pending litigation that is not (and never has been) part of the MDL; (g) for any civil or administrative liability related to a State's Medicaid program under any statute, regulation, or rule, including the False Claims Act or any State's counterpart to the federal False Claims Act, anti-kickback or off-label marketing violations, that do not arise out of the Conduct; (h) based on obligations created by this Agreement.

Y. "Settlement Amounts" means the State Settlement Amount and the EPP Settlement Amount.

Z. "States" means all states, commonwealths, districts, and territories that assert claims in the MDL (or the court to which the State Actions have been or may be remanded), including Alaska, Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota,

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

Northern Mariana Islands, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Virgin Islands, Washington, West Virginia, Wisconsin, and Wyoming in their sovereign, proprietary, or any other capacities.

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

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

CC. "State Releasors" means the (a) Attorneys General and State Entities listed on Appendix B (which include, among other State Entities, each State's Medicaid agency); (b) State Entities that accept a distribution of settlement proceeds from the Attorneys General's settlements in the MDL or, in the event of remand, any court to which the State Actions have been or may be remanded, (c) the Consumers and Corporate Entities on whose behalf the Attorneys General assert claims, to the extent those Consumers and Corporate Entities do not submit a timely and valid request for exclusion from the settlement under this Agreement and the Actions.

DD. "State Settlement Amount" is the aggregate sum of $39,100,000 USD, 70% ($27,370,000 USD) of which shall constitute restitution within the meaning of Section 162(f)(2) of the Code and 26 C.F.R. § 1.162-21(e)(4)(i)).

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

2. The State Settlement Amount shall be allocated among the State Entities that are State Releasors as determined by the Attorneys General, and among Consumers as determined by the Attorneys General with the EPP Settlement Class Counsel

consulting and Corporate Entities as determined by the EPP Settlement Class Counsel with the Attorneys General consulting and approved by the court, and Apotex shall have no obligation in connection with such allocation. The amounts allocated to the State Entities that are State Releasors shall be received by the respective State Attorneys General Offices to be allocated for any use permitted under state law at the sole discretion of the State's Attorney General.

3. The States will also hold the remaining 30% of the State Settlement Amount in escrow and for use in paying for the expenses identified in Section X and, upon final approval of this Agreement, for costs of litigating the States' claims both collectively or individually, subject to approval of the court. To the extent that monies in the cost account are not used to offset costs of States litigating in the State Actions, any remaining funds may be used for any of the following: (1) Deposit into a state antitrust or consumer protection account (e.g., revolving account, trust account) for use in accordance with the laws governing the account; (2) Deposit into a fund exclusively dedicated to assisting any state to defray the costs of experts, economists and consultants in multistate antitrust investigations and litigations, including healthcare related investigations and litigation; (3) Antitrust or consumer protection enforcement, including healthcare-related enforcement, by an individual State or multiple States; or (4) For any other use permitted by state law at the sole discretion of that State's Attorney General.

II. Payment of the Settlement Amounts

A. Apotex will pay or cause to be paid the State Settlement Amount pursuant to the written payment instructions provided by the Attorneys General within the later of: (1) thirty (30) calendar days after the date of the Preliminary Approval Order or (2) thirty (30) calendar days after receiving written payment instructions from the Attorneys General. The Attorneys General's written payment instructions shall direct at least 70% of the State Settlement Amount to be paid directly into an escrow account (the "State Escrow"), pending Final Court Approval of this Agreement and the distribution of settlement funds from the State Escrow pursuant to the States' allocation plan, including to State Entities that are State Releasors and Consumers, to compensate them for any alleged harm resulting from the alleged Conduct. The remaining 30% of the State Settlement Amount shall also be held in escrow, and used pursuant to Section I.DD.3, above.

B. Apotex will pay or cause to be paid the EPP Settlement Amount pursuant to the written payment instructions provided by EPP Settlement Class Counsel within the later of: (1) thirty (30) calendar days after the date of the Preliminary Approval Order or (2) thirty (30) calendar days after receiving written payment instructions from the EPP Settlement Class Counsel. The EPP Settlement Class Counsel's written payment instructions shall direct the entire EPP Settlement Amount to be paid directly into an escrow account (the "EPP Escrow"), pending Final Court Approval of this Agreement and the distribution of settlement funds from the EPP Escrow.

C. Apotex shall have no obligation to make any other payments of any kind in

connection with this Agreement. Apotex also shall have no obligations with respect to the allocation or distribution of any of the Settlement Funds. The State Releasors and EPP Releasors shall have no other recovery of any kind from Apotex or the other Apotex Releasees, other than from the State Settlement Amount and EPP Settlement Amount, respectively, including for attorneys' fees, costs, service awards, damages, penalties, or injunctive or other relief of any kind.

III. Preliminary and Final Court Approval

A. The Attorneys General and the EPPs shall promptly (and in no event more than thirty (30) calendar days after the Effective Date) file a motion(s) for a Preliminary Approval Order, including their respective proposed notice(s) and notice plan(s) to inform potential EPP Settlement Class Members, those Consumers and Corporate Entities on whose behalf the Attorneys General have asserted claims, and anyone else for whom notice is required, of their right (i) to object to this Agreement or (ii) to file a timely and valid request for exclusion. The Attorneys General and the EPPs will coordinate in providing notice in order to minimize cost and avoid duplication.

B. In the event that the court fails to give preliminary approval to this Agreement, then the Parties shall in good faith seek to agree on revisions to this Agreement that would remedy any issues preventing preliminary approval while retaining the spirit of the Agreement. If they are unable to agree on such revisions despite their good faith efforts, they shall each have the option to rescind this Agreement.

C. Within sixty (60) calendar days of the Preliminary Approval Order and the court's approval of the allocation plans, notice(s) and notice plan(s) submitted by the Attorneys General and the EPPs to the court, or such other time as directed by the court, the Attorneys General and EPPs shall implement their notice plan(s), providing EPP Settlement Class Members, those Consumers and Corporate Entities on whose behalf the Attorneys General have asserted claims, and anyone else for whom notice is required notice of their rights (i) to object to this Agreement or (ii) to file a timely and valid request for exclusion. To the extent permitted by law, the notice will provide that EPP Settlement Class Members and those Consumers and Corporate Entities on whose behalf the Attorneys General have asserted claims who opt out of either Apotex's settlement with the EPPs (the "EPP Settlement") or Apotex's settlement with the Attorneys General (the "AG Settlement") will also be required to opt out of the other settlement.

D. EPP Settlement Class Members and those Consumers and Corporate Entities on whose behalf the Attorneys General have asserted claims shall be given notice as required by the Federal Rules of Civil Procedure. Costs for the notice will be paid from the State Escrow and EPP Escrow, but shall be limited to $500,000 from each of those two escrow accounts.

E. Within thirty (30) calendar days following the conclusion of the Notice Period or as otherwise agreed by the Parties or directed by the court(s), the Attorneys General and EPPs shall file with the court that has jurisdiction over their particular Action(s) a Motion(s) for a Final Approval Order. At least seven (7) calendar days prior to filing their Motion for a Final

Approval Order, Plaintiffs shall provide a copy of such motion (including all exhibits and attachments to such motion) to Apotex for review.

IV. Exclusions

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

B. Subject to court approval, in any written request for exclusion from the AG Settlement, the Consumer or Corporate Entity seeking exclusion must state his, her, or its full name, address, telephone number and e-mail address and include a statement that he, she, or it wishes to be excluded from the AG Settlement.

C. Subject to court approval, any person or entity that is a potential member of the EPP Settlement Class may seek to be excluded from the EPP Settlement by submitting a valid and timely request for exclusion. Any such person or entity that submits a valid and timely request for exclusion will not be eligible to receive a distribution of any portion of the EPP Settlement Amount and will have no rights with respect to the EPP Settlement. Apotex reserves all legal rights and defenses as to all such persons or entities, and nothing in this Agreement shall be used against Apotex in any proceeding involving such persons or entities.

D. Subject to court approval, in any written request for exclusion from the EPP Settlement, the person or entity seeking exclusion from the EPP Settlement must state his, her, or its full name, address, telephone number and e-mail address and include a statement that he, she, or it wishes to be excluded from the EPP Settlement. Any self-insured entity that seeks exclusion for its prescription drug plan (or health plan with prescription drug benefits) shall state the name of the plan with specificity. Any person or entity seeking to exclude another person or entity, e.g., an insurer seeking to exclude its Administrative Services Only ("ASO") clients, must identify with specificity each such person or entity it seeks to exclude and must submit documentation showing its authority to exclude each such person or entity. In addition, any person or entity that seeks to exclude from the EPP settlement any claims assigned to that person or entity must submit documentation showing its assignment and authority to exclude those claims.

E. To the extent legally permissible, a Consumer or Corporate Entity may not seek

exclusion from either the AG Settlement or the EPP Settlement, while not seeking exclusion from the other. To the extent legally permissible, any Consumer or Corporate Entity that submits a valid and timely request for exclusion from either settlement shall be deemed to have requested exclusion from both. (However, the Attorneys General, State Entities listed on Appendix B, and State Entities that accept a distribution of settlement proceeds from the Attorneys General's settlements in the MDL or, in the event of remand, any court to which the State Actions have been or may be remanded, shall be bound by the AG Settlement and ineligible for exclusion.)

F. Subject to court approval, a request for exclusion that does not comply with all of the provisions set forth in the applicable notice will be invalid, and the person or entity (including, with respect to the AG Settlement and State Actions, any Consumer or Corporate Entity) serving such an invalid request shall be bound by this Agreement, including the AG Settlement (with respect to any Consumer or Corporate Entity) and the EPP Settlement (with respect to any EPP Settlement Class Member), upon Final Court Approval.

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

H. Any of the Parties may dispute an exclusion request, in which case they shall, if possible, seek to resolve the disputed exclusion request by agreement within thirty (30) calendar days of the Opt-Out Deadline. If necessary, the Parties will seek court approval of any such resolutions. If the Parties are unable to resolve any such disputes, the Parties will submit such unresolved disputes to the court for decision.

V. Impact of Exclusions on the Agreement

A. Impact on the EPP Settlement Amount

1. The EPP Settlement Amount shall be reduced pursuant to a confidential calculation agreed to by the Parties that takes into account the percentage of the potential EPP Settlement Class Members that submit a valid and timely request for exclusion from the EPP Settlement Class (the "Opt-Out Percentage"). The amount by which the original EPP Settlement Amount set forth in Paragraph I.N exceeds the revised EPP Settlement Amount after reduction for exclusions (the "Opt-Out Reduction") shall be returned to Apotex, along with a pro rata portion of interest accrued on the EPP Escrow. Apotex and EPP Settlement Class Counsel shall cooperate in good faith in determining the amount of this reduction.

2. In the event that more than a confidential percentage of the total EPP Settlement Class agreed to by the Parties submits a valid and timely request for exclusion, Apotex will have the right in its sole discretion to terminate the settlement and receive full reimbursement of the EPP Settlement Payment, along with interest accrued

on the EPP Escrow, less the amount spent on class notice and other administrative expenses, up to $500,000.

3. Within thirty (30) calendar days after the Opt-Out Deadline, EPP Settlement Class Counsel shall inform Apotex of the Opt-Out Percentage and the Opt-Out Reduction. EPP Settlement Class Counsel shall explain the basis for their calculations and provide any supporting data or documentation reasonably requested by Apotex.

4. Apotex shall within fifteen (15) calendar days thereafter inform EPP Settlement Class Counsel if Apotex disputes the calculations provided by EPP Settlement Class Counsel.

5. If there is no dispute about the calculations provided by EPP Settlement Class Counsel, and the Opt-Out Percentage is greater than the confidential percentage agreed to by the Parties, Apotex shall also inform EPP Settlement Class Counsel within fifteen (15) calendar days after receiving the information required under Paragraph V.A.3 whether it elects to terminate the Agreement with respect to its settlement with the EPPs and the EPP Settlement Class.

6. If there is no dispute and either Apotex's right to terminate has not vested, or Apotex has not elected to terminate as provided herein, then the amount of the Opt-Out Reduction shall be returned to Apotex, along with a pro rata portion of interest accrued on the EPP Escrow, within thirty (30) calendar days thereafter. If there is no dispute and Apotex has elected to terminate as provided herein, then the full EPP Settlement Amount shall be returned to Apotex, along with all interest accrued on the EPP Escrow, minus the expenses authorized and actually incurred pursuant to Section X, within thirty (30) calendar days thereafter.

7. If Apotex informs EPP Settlement Class Counsel that there is a dispute concerning these calculations, Apotex and EPP Settlement Class Counsel will seek in good faith to resolve that dispute. If they are unable to come to agreement within fifteen (15) calendar days, either party may submit the dispute to the court. If based on the court's order, Apotex is entitled to terminate the Agreement with respect to the settlement with the EPPs and the EPP Settlement Class, Apotex shall inform EPP Settlement Class Counsel of its election within ten (10) calendar days of that order. If Apotex does not elect to terminate (or is not entitled to elect to terminate), then the amount of the Opt-Out Reduction shall be returned to Apotex, along with a pro rata portion of interest accrued on the EPP Escrow, within thirty (30) calendar days of the court's order. If Apotex does elect to terminate, then the full EPP Settlement Amount shall be returned to Apotex, along with all interest accrued on the EPP Escrow, minus the expenses authorized and

actually incurred pursuant to Section X, within thirty (30) calendar days of the court's order.

VI. Release and Covenant Not To Sue

A. In consideration of Apotex's obligations under this Agreement, the State Releasors and the EPP Releasors (on behalf of themselves and their respective past and present parents, subsidiaries, and affiliates, as well as their past and present general and limited partners, stockholders, officers, directors, employees, agents, attorneys, servants, predecessors, successors, heirs, executors, administrators, and representatives) hereby release, acquit, and forever discharge all of the Apotex Releasees (including past and present parents, subsidiaries, divisions, affiliates, stockholders, and general or limited partners, as well as all past and present officers, directors, employees, trustees, insurers, agents, attorneys, and any other representatives thereof) from all Released Claims.

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

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

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

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

E. The State Releasors and the EPP Releasors absolutely, unconditionally, and irrevocably covenant not to bring, file, or otherwise assert any Released Claim, or to cause or assist to be brought, filed, or otherwise asserted any Released Claims, or to otherwise seek to establish liability for any Released Claims against any Apotex Releasees in any forum whatsoever, whether on their own behalf or on behalf of any other natural person or entity, including any State, State Entity, political subdivision (including any county, city, township, or

municipality), Consumer, or Corporate Entity, to the fullest extent permitted by law.

F. As part of the proposed court orders to be submitted to the court with the motion for final approval under Section III of this Agreement, the Attorneys General and the EPPs shall dismiss with prejudice all claims against Apotex in the Actions. All Released Claims shall be finally, fully, and forever resolved, settled, compromised, and released, with prejudice, and the Apotex Releasees shall not be named a defendant in any future new or amended complaint arising out of or related to the Released Claims.

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

VII. Compliance and Reporting to State Attorneys General

A. Apotex covenants to the Attorneys General that it shall not, for seven years from the execution of this Agreement, engage in any price-fixing, bid-rigging, or market allocation as to any Generic Pharmaceutical Product in violation of Section 1 of the Sherman Act. Upon good cause shown, the Attorneys General may petition the court for a three-year extension of this covenant. That covenant shall be implemented as part of the proposed court orders to be submitted to the court with the motion for Final Court Approval under Paragraph III.A of this Agreement.

B. In addition, for the duration of the CIA, Apotex covenants to the Attorneys General that it will substantially maintain its existing compliance program, as set out in the documents shared with the Attorneys General prior to the date of entry of this Agreement. Apotex may make reasonable, non-material changes to its compliance program from time to time and will provide an annual report to the Attorneys General as to its compliance program, by email to up to four designated contacts identified in advance by the Attorneys General. That report shall specify any changes to Apotex's compliance program since the last report, shall provide detail as to whether the requirements of the program were carried out over the course of the past year, and shall confirm that all sales officers and employees, and any other officers and employees involved in pricing, have attended Apotex's compliance training within the past 12 months. That covenant shall be implemented as part of the proposed court orders to be submitted to the court with the motion for Final Court Approval.

C. Apotex shall in this same report to the Attorneys General: (a) confirm that it is in substantial compliance with the terms of the CIA, including its obligations to maintain a compliance officer, compliance committee, and compliance training program; and (b) either confirm that no potential antitrust violations have been identified or provide a brief description of any potential antitrust violations disclosed pursuant to Apotex's obligations under the CIA.

D. During this same time period, Apotex shall submit to the jurisdiction of the court in the MDL (or any other court to which the State Actions have been or may be remanded) for

purposes of enforcing the provisions in this Section VII.

E. All reports that Apotex provides to the Attorneys General under this Paragraph shall be designated "Highly Confidential" pursuant to the protective order entered in the MDL, as well as the protective order(s) entered in any other court to which any of the State Actions have been or may be remanded, and shall not be disclosed to anyone other than the Attorneys General or used for any purpose other than to enforce this Agreement.[8]

VIII. Discovery, Authentication and Cooperation

A. As of the Effective Date, continuing unless this Agreement is terminated as provided herein, neither the Attorneys General nor the EPPs shall serve any discovery requests on Apotex, take depositions of Apotex, file any motions against Apotex, or take any other adverse action against Apotex in the MDL (or in any court to which any State Action has been or may be remanded) or any related litigation except to enforce the terms of this Agreement. Likewise, as of the Effective Date, continuing unless this Agreement is terminated as provided herein, Apotex shall not serve any discovery requests on the Attorneys General or the EPPs, take depositions of the Attorneys General or the EPPs, file any motions against the Attorneys General or the EPPs, or take any other adverse action against the Attorneys General or the EPPs in the MDL (or in any court to which any State Action has been or may be remanded) or any related litigation except to enforce the terms of this Agreement. For the avoidance of doubt, the Attorneys General and the EPPs may continue to attend depositions of current and former Apotex employees and may question those employees as it relates to the prosecution of claims against the non-Apotex Defendants. Counsel for Apotex may likewise continue to attend depositions of current and former employees of the Attorneys General and the EPPs, and of any other individuals represented by the Attorneys General or the EPPs, and may question those individuals as it relates to Apotex's defense of claims brought by MDL plaintiffs other than the Attorneys General or the EPPs.

B. The Attorneys General and the EPPs shall continue to have the same rights that they currently have to receive discovery provided by Apotex to other parties in the MDL (or in any court to which any State Action has been or may be remanded) pursuant to the protective order governing the use of documents and other information produced in the MDL, as well as the protective order(s) entered in any other court to which any of the State Actions has been or may be remanded. In addition, Apotex will use reasonable efforts to provide information necessary to authenticate and admit up to 150 documents produced by Apotex, by affidavit if permitted by the court and by witness testimony at trial if necessary.

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

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

in the MDL (and in any other court to which any of the State Actions has been or may be remanded). In addition, the Attorneys General and the EPPs shall use reasonable efforts to provide information necessary to authenticate up to 150 documents each produced by the Attorneys General or the EPPs, by affidavit if permitted by the court and by witness testimony at trial if necessary.

D. In addition to the above, Apotex agrees to provide cooperation to the Attorneys General and EPPs as set forth in Appendix C. All such cooperation shall be treated by the Attorneys General and the EPPs as "highly confidential" and not disclosed to any other party in the MDL or any related proceedings (including in any other court to which any State Action has been or may be remanded).

E. Apotex will also in good faith consider reasonable requests from the Attorneys General or the EPPs for additional assistance that does not impose an undue burden on Apotex. The Attorneys General and the EPPs will likewise in good faith consider reasonable requests from Apotex for additional assistance that does not impose an undue burden on the Attorneys General and/or the EPPs.

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

IX. Qualified Settlement Fund

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

B. The Parties intend that each Settlement Fund shall be a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, shall act in a manner consistent with the treatment of each Settlement Fund as such a qualified settlement fund, and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. All provisions of this Agreement shall be interpreted in a manner that is consistent with each Settlement Fund being a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1. The administrator for the EPP Escrow shall be a claims administrator selected by EPP Settlement Class Counsel and approved by the court, and the administrator for the State Escrow shall be Attorneys General of New York, Oregon, and Florida (each, in such capacity, an

"Administrator"). Each Administrator shall cause the timely and proper filing of all informational and other tax returns necessary or advisable with respect to the applicable Settlement Fund (including without limitation the returns described in Treasury Regulation §§ 1.468B-2(k)(1) and (l)(2)). Each Administrator shall make a "relation-back election" (as defined in Treasury Regulation § 1.468B-1(j)), if available, to permit the applicable Settlement Fund to be treated as a qualified settlement fund from the earliest permitted date. It shall be the responsibility of each Administrator to cause the timely and proper preparation and delivery of the necessary documentation with respect to the applicable Settlement Fund for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

C. The Escrow Agents shall cause the Settlement Funds to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively, by Moody's Investor Services and Standard and Poor's, invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates. Apotex shall bear no risk related to the Settlement Funds. The Settlement Funds shall be deemed and considered to be in custodia legis of the court, and shall remain subject to the jurisdiction of the court, until such time as the funds therein shall be distributed pursuant to this Agreement or further order(s) of the court.

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

E. Neither Apotex nor any other Apotex Releasee nor their respective counsel shall have any liability or responsibility with respect to a Settlement Fund for the Taxes or the Tax Expenses or the filing of any tax returns or other documents with the Internal Revenue Service or any other taxing authority. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the applicable Settlement Fund and shall be timely paid by the Administrators out of such Settlement Fund without prior order from the court and each Administrator shall be obliged (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). Neither Apotex nor any Apotex Releasee shall be responsible or have any liability for any reporting requirements that may relate thereto. The Parties agree to cooperate with each

other and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Paragraph IX.E.

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

X. Payment of Expenses

A. Apotex agrees to permit use of a maximum of USD $500,000 of each of the Settlement Funds toward (i) the cost of providing notice to the potential members of the EPP Settlement Class and those on whose behalf the Attorneys General assert claims, and (ii) the costs of administration of the Settlement Funds prior to final court approval after the EPP Settlement Amount and State Settlement Amount are each paid into the Escrow Accounts. To the extent such expenses have been actually incurred or paid for notice and administration costs, those notice and administration expenses (up to the maximum of USD $500,000 from each of the respective Settlement Funds) are not recoupable if this settlement does not become final or is terminated. The Escrow Agents shall return all remaining portions of the Settlement Funds (net of costs incurred and expended in accordance with Paragraph IX.D and including interest accrued) to Apotex should this Agreement not receive Final Court Approval. Apotex shall not be liable for any of the costs or expenses of the litigation incurred by EPPs or Attorneys General in the Actions or otherwise, including attorneys' fees; fees and expenses of expert witnesses and consultants; and costs and expenses associated with discovery, motion practice, hearings before the court or Special Master, appeals, trials, or the negotiation of other settlements, or for the claims administration process under this Agreement and costs, except to the extent that any such costs or expenses are awarded from the Settlement Funds by court order.

XI. The Settlement Funds

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

B. After this Agreement receives Final Court Approval, and at a time to be determined by EPP Settlement Class Counsel and the Attorneys General, respectively, the Settlement Funds shall be distributed in accordance with the plans to be submitted, subject to approval by the court. In no event shall Apotex or any Apotex Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment or distribution of the Settlement Funds, or the administration of the Settlement Funds, including the costs and expenses of such investment, distribution and administration.

XII. EPP Settlement Class Counsel's Attorneys' Fees, Reimbursement of Expenses, and Incentive Awards for Class Representatives

A. EPPs and EPP Settlement Class Counsel shall be reimbursed subject to court

approval and indemnified solely out of the EPP Escrow for their costs and expenses. Apotex and the other Apotex Releasees shall not be liable for any costs, fees, or expenses of any of EPPs' or the EPP Settlement Classes' respective attorneys, experts, advisors, agents, or representatives. All such costs, fees, and expenses as approved by the court shall be paid out of the EPP Escrow.

B. EPP Settlement Class Counsel may, after Preliminary Approval of this Agreement at a time to be determined in their sole discretion, submit an application to the court ("Fee and Expense Application") for the following payments to be made to EPP Settlement Class Counsel after Final Court Approval of this Agreement: (i) an award of attorneys' fees not in excess of one third of the sum of the EPP Settlement Amount and any interest accrued thereon while in the EPP Escrow, plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Actions ("Fee and Expense Award"). In addition, EPP Settlement Class Counsel may, at a time to be determined in their sole discretion, submit an application for incentive awards to be paid to the EPP class representatives. EPP Settlement Class Counsel reserve the right to make additional applications from time to time for fees and expenses incurred and reasonable incentive awards, but in no event shall the Apotex Releasees be responsible to pay any such additional fees and expenses except to the extent they are paid out of the EPP Escrow.

C. Subject to court approval, EPPs and EPP Settlement Class Counsel shall be reimbursed and paid solely out of the EPP Escrow for all expenses including attorneys' fees and past, current, or future litigation expenses and incentive awards. Attorneys' fees and expenses awarded by the court shall be payable from the EPP Escrow upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to EPP Settlement Class Counsel's obligation to make appropriate refunds or repayments to the EPP Escrow, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event this Agreement is rescinded or terminated pursuant to Sections V or XIII.

D. The procedure for and the allowance or disallowance by the court of the application by EPP Settlement Class Counsel for attorneys' fees, costs, and expenses, and incentive awards for class representatives to be paid out of the EPP Escrow are not part of this Agreement, and are to be considered by the court separately from the court's consideration of the Parties' good faith in entering into this Agreement and of the fairness, reasonableness, and adequacy of the settlement under this Agreement. Any order or proceeding relating to the Fee and Expense Application, or any appeal from any such order shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the settlement.

E. Other than to pay the EPP Settlement Amount, as provided herein, neither Apotex nor any other Apotex Releasee shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to EPP Settlement Class Counsel of any Fee and Expense Award in the Actions.

F. Neither Apotex nor any other Apotex Releasee shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among EPP Settlement Class

Counsel and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the court may make in the Actions.

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

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

B. A modification or reversal on appeal of any amount of EPP Settlement Class Counsel's fees and expenses awarded by the court out of the Settlement Funds shall not be deemed a basis to rescind this Agreement.

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

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

E. Further, and in any event, Apotex, the Attorneys General, and End-Payer Plaintiffs agree that this Agreement, whether or not it receives Final Court Approval or is otherwise terminated or rescinded by any Party under any provision herein, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of (i) any violation of any statute or law or of any liability or wrongdoing whatsoever by Apotex or any other Apotex Releasees, or (ii) the truth of any of the claims or allegations contained in the Actions or any other pleading filed in the MDL or any court to which any State Actions have been or may be remanded. Evidence derived from this Agreement, and any and all negotiations, documents, and discussions associated with it shall not be discoverable or used in any way, whether in the Actions or in any other action or proceeding, against Apotex or other Apotex Releasees (except to enforce this Agreement).

XIV. Adjustment to Settlement Funds/Limited Most Favored Nations

A. In the event that the EPPs enter into a settlement agreement or binding term sheet, at any time prior to 6 months after the Effective Date, with any of the other Defendants in the MDL that have entered into a deferred prosecution agreement as of the Effective Date, with that settlement agreement or binding term sheet containing more favorable financial terms, then the EPPs shall return to Apotex a percentage of the EPP Settlement Payment, under the confidential terms agreed to by the Parties. This Limited Most Favored Nations provision shall not apply to any settlement with a Defendant that has filed for bankruptcy or has made a credible showing of financial stress.

XV. Notice

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

April N. Williams
WilmerHale
2100 Pennsylvania Avenue NW
Washington, DC 20037
april.williams@wilmerhale.com

James W. Matthews
Foley & Lardner LLP
111 Huntington Ave.
Boston, MA 02199
jmatthews@foley.com

Max B. Chester
Foley & Lardner LLP
777 E. Wisconsin Ave.
Milwaukee, WI 53202
mchester@foley.com

B. Notice to End-Payer Plaintiffs or EPP Settlement Class pursuant to this Settlement Agreement shall be sent by registered United States mail return receipt requested and electronic mail to Lead Counsel:

Roberta D. Liebenberg
Jeffrey S. Istvan
Fine, Kaplan and Black, R.P.C.
One South Broad Street
23rd Floor
Philadelphia, PA 19107
rliebenberg@finekaplan.com

jistvan@finekaplan.com

C. Notice to Attorneys General pursuant to this Settlement Agreement shall be sent by registered United States mail return receipt requested and electronic mail, including to Lead Counsel:

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

XVI. Miscellaneous

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

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

C. This Agreement, together with the confidential understandings identified herein, contains the entire Agreement between the parties, and no other understandings or agreements, verbal or otherwise, exist between the parties, except as set forth or referred to herein.

D. This Agreement (other than the Cooperation Agreement, which is governed by its own terms) may not be modified, changed, cancelled, rescinded, amended, or varied (except under the specific termination provisions set forth herein), nor may any or all of its terms be waived, except by a writing signed by all of the parties.

E. None of the parties to this Agreement shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

F. Where this Agreement requires either party to provide notice or any other

communication or document to the other, such notice shall be in writing, and shall be provided as set forth in Section XV.

G. This Agreement shall be governed by, construed by, and enforced in accordance with the laws of the State of Connecticut, including Conn. Gen. Stat. Ann. § 52-572h, barring contribution against a settling defendant. In addition, the law of each state (including, e.g., Cal. Civ. Pro. Code § 877 and N.Y. Gen. Oblig. Law § 15-108) continues to apply with respect to all settlements entered into and judgments entered in connection with claims related to the Conduct and based on that state's law. Consistent with such law, this Agreement is conditioned upon the court's finding that it was entered into in good faith. In addition, Apotex has entered into supplemental agreements with certain States (Delaware, Georgia, Idaho, Maryland, Mississippi, New Mexico, Pennsylvania, and South Dakota) and the EPPs respectively that provide additional obligations concerning claims for contribution. The parties agree that venue for any and all matters or disputes arising out of this Agreement and asserted by or against the EPPs shall lie solely in the U.S. District Court for the Eastern District of Pennsylvania. Any and all matters or disputes arising out of this Agreement and asserted by or against the Attorneys General shall lie in the District Court to which the State Actions have been or may be remanded.

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

IT IS HEREBY AGREED by the undersigned as of:

FINE, KAPLAN AND BLACK, R.P.C.

By: _____ Date: 11/7/24
Roberta D. Liebenberg
Jeffrey S. Istvan
Counsel for EPPs

WILMER CUTLER PICKERING HALE AND DORR LLP

FOLEY & LARDNER LLP

By: Steve Cherry _____ Date: 9/9/2024
Steven F. Cherry
April N. Williams
James W. Matthews
Counsel for Apotex Corp.

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

Counsel for the State of Alaska

Dated: October 21, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR ALASKA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Alaska (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 09/20/24

Signature: _____

Name: ARNE SOLDWEDEL

Position/Title: DEPUTY DIRECTOR, ASST. ATTORNEY GENERAL

ALASKA MFCU

Single State Agency for Medicaid Signature:

Dated: 9/23/24

Signature: 

Name: Emily Ricci

Position/Title: Deputy Commisioner/Medicaid Director

State of Alaska Department of Health

/s/ Robert A. Bernheim
Robert A. Bernheim
Unit Chief Counsel
Office of the Arizona Attorney General
2005 N. Central Avenue
Phoenix, AZ 85004
Tel: (520) 628-6507
Robert.Bernheim@azag.gov

Counsel for the State of Arizona

Dated: October 21, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR ARIZONA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Arizona (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 8-1-24

Signature: _____

Name: STEVEN J. DUPLISSIS

Position/Title: AZ MFCU DIRECTOR

Single State Agency for Medicaid Signature:

Dated: 8.1.2024

Signature: 

Name: Vanessa J. Templeman

Position/Title: Inspector General

Arizona Health Care Cost Containment System, Office of Inspector General

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

Attorney for the State of California

Dated: October 21, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR CALIFORNIA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of California (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Date: July 11, 2024



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

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
CALIFORNIA

Dated: 9/4/2024

Signature: Judith Recchio Digitally signed by Judith Recchio Date: 2024.09.05 08:51:25 -07'00'

Name: Judith Recchio

Position/Title: Deputy Director and Chief Counsel

Department of Health Care Services

Edward E. Manibusan
Attorney General
Commonwealth of the Northern Mariana Island
Caller Box 10007
Saipan, MP 96950
Tel: (670) 237-7500
attorney_general@cnmioag.org

Counsel for The Commonwealth of the Northern Mariana Island

Dated: 9/24/2024

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

Dated: 09/26/2024 Signature: 

Name: Vicenta R. Borja

Position/Title: Acting Director,
Commonwealth Medicaid Agency

FOR PLAINTIFF STATE OF COLORADO
PHILIP J. WEISER
ATTORNEY GENERAL

/s/ *Robin Alexander*
Robin Alexander
Assistant Attorney General
Colorado Department of Law
Consumer Protection Section
1300 Broadway, Ninth Floor
Denver, Colorado 80203
Telephone: 720.508.6235
Email: Robin.Alexander@coag.gov

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR
Colorado

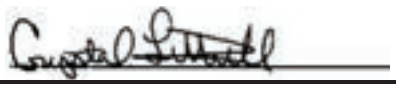
As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Colorado (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 8/5/2024 Signature: 

Name: Crystal Littrell

Position/Title: First Assistant Attorney Genera/Director

Colorado Medicaid Fraud Control Unit

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
Colorado

Dated: 7/24/2024

Signature: 

Name: Kim Bimestefer

Position/Title: HCPF, Executive Director

/s/ W. Joseph Nielsen
W. Joseph Nielsen
Assistant Attorney General
Connecticut Office of the Attorney General
165 Capitol Ave.
Hartford, CT 06106
Tel: (860) 808-5030
joseph.nielsen@ct.gov

Counsel for the State of Connecticut

Dated: October 21, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR CONNECTICUT

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Connecticut (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7/24/24

Signature: Marjorie Sozanski

Name: Marjorie Sozanski

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

Single State Agency for Medicaid Signature:

Dated:
_9/6/24_____

Signature: 

Name: Andrea Barton Reeves, J.D.

Position/Title: Commissioner

Connecticut Department of Social Services



Adam Gitlin
Chief, Antitrust and Nonprofit
Enforcement Section
400 6th St. NW, 10th Fl.
Washington, DC 20001
Tel: (202) 442-9864
Adam.Gitlin@dc.gov

Counsel for District of Columbia

Dated: 10/1/2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR THE DISTRICT OF COLUMBIA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the District of Columbia (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 09/12/2024

Signature: Lavan Griffith

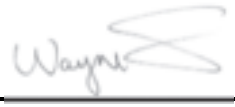
Name: LaVan Griffith

Position/Title: Assistant Inspector General - Director

D.C.Office of Inspector General - MFCU

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR THE
DISTRICT OF COLUMBIA

Dated: 9/30/2024

Signature: 

Name: Wayne Turnage

Position/Title: Director

D.C. Department of Health Care Finance



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

Counsel for the State of Delaware

Dated: October 22, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR DELAWARE

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Delaware (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7/16/24

Signature: /s/Stephen McDonald

Name: Stephen McDonald

Position/Title: Director

Medicaid Fraud Control Unit

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
DELAWARE

Dated: 7/16/2024 | 7:40 AM EDT

Signature: DocuSigned by: Andrew Wilson 35F947C98C8B499...

Name: Andrew Wilson

Position/Title: Director

Division of Medicaid & Medical Assistance (DMMA)

FOR PLAINTIFF STATE OF FLORIDA
ASHLEY MOODY
ATTORNEY GENERAL

By: 

John Guard
Chief Deputy Attorney General
Nicholas J. Weilhammer
Associate Deputy Attorney General for Enforcement
Lizabeth A. Brady
Director, Antitrust Division
Liz.Brady@myfloridalegal.com
Timothy Fraser
Senior Assistant Attorney General
Timothy.Fraser@myfloridalegal.com
Office of the Attorney General
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050
Tel: (850) 414-3300
Fax: (850) 488-9134

Dated 10/31/2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR FLORIDA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Florida (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 10/31/2024

Signature: _____

Name: John M. Guard

Position/Title: Chief Deputy Attorney General

State of Florida

John Guard
E-signed 2024-10-31 10:59AM EDT
john.guard@myfloridalegal.com

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
FLORIDA

Dated: 10/18/2024 Signature: _____

Name: Andrew T. Sheeran

Position/Title: General Counsel

STATE OF GEORGIA

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

Attorneys for the State of Georgia

Dated 11/6/2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR GEORGIA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Georgia (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7/31/24

Signature: Jim Mooney

Name: Jim Mooney

Position/Title: Deputy Attorney General
Medicaid Fraud Division

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
GEORGIA

Dated: 7/30/2024

Signature: Melanie Simon

Name: Melanie Simon

Position/Title: General Counsel

Georgia Department of Community Health

/s/ Noah Goerlitz
Noah Goerlitz
Assistant Attorney General
Office of the Iowa Attorney General
1305 E. Walnut St.
Des Moines, IA 50319
Tel: (515) 725-1018
noah.goerlitz@ag.iowa.gov

Attorney for Plaintiff State of Iowa

Dated: October 21, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR IOWA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Iowa (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

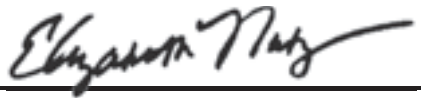
Dated: 7/19/24 Signature: Tricia Dieleman

Name: Tricia Dieleman

Position/Title: Assistant Attorney General for the Iowa MFCU

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
IOWA

Dated: 07/19/2024

Signature: 

Name: Elizabeth Matney

Position/Title: Director, Iowa Medicaid & Division of Administration and HHS Deputy Director

John K. Olson
Deputy Attorney General
Consumer Protection Division
954 West Jefferson Street, Second Floor
Boise, ID 83720-0010
Tel: (208) 332-3549
John.Olson@ag.idaho.gov

Counsel for Idaho

Dated: Sept 16, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR IDAHO

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Idaho (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 07/16/2024 Signature: 

Name: Ashley Klenski

Position/Title: Director

Single State Agency for Medicaid Signature:

Dated: _**7-15-2024**_____ Signature: Juliet Charron

Name: Juliet Charron

Position/Title: Deputy Director, Medicaid and Behavioral Health, Idaho Department of Health and Welfare

/s/ Brian M. Yost
Brian M. Yost, Assistant Attorney General
David Buysse, Deputy Division Chief
Daniel Betancourt, Assistant Attorney General
Office of the Illinois Attorney General
115 S. LaSalle St., Floor 23
Chicago, Illinois 60603
Tel: (872) 276-3598
Brian.Yost@ilag.gov

Counsel for the State of Illinois

Dated: October 23, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR
Illinois

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Illinois (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 8/6/24

Signature: Heather D'Orazio

Name: Heather D'Orazio

Position/Title: Director, IL Medicaid Fraud Control Unit

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
Illinois

Dated: 8/6/24

Signature: 

Name: Elizabeth M. Whitehorn

Position/Title: Director, Illinois Department of Healthcare and Family Services

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

Counsel for Indiana

Dated: October 22, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR INDIANA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Indiana (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: **___8/29/2024_____**

Signature: *Matthew Whitmire*

Name: Matthew Whitmire

Position/Title: Director

Indiana Medicaid Fraud Control Unit

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
INDIANA

Dated: **8/29/2024**

Signature: 

Name: Cora A. Steinmetz

Position/Title: Medicaid Director

Family & Social Services Administration

FOR PLAINTIFF STATE OF KANSAS

KRIS W. KOBACH
ATTORNEY GENERAL

/s/Lynette Bakker

Lynette R. Bakker
First Assistant Attorney General
Christopher Teters
Assistant Attorney General
Antitrust & Business Organizations
Public Protection Division
Office of the Kansas Attorney General
120 S.W. 10th Avenue, 2nd Floor
Topeka, KS 66612-1597
Tel: (785) 296-3751
lynette.bakker@ag.ks.gov
chris.teters@ag.ks.gov

Counsel for Kansas

Dated: October 15, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR KANSAS

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Kansas (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 8/12/24 Signature: _____

Name: Victor Braden

Position/Title: Deputy Attorney General

Office of the Kansas Attorney General

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
KANSAS

Dated: May 5, 2024 Signature: Janet Stanek DMD

Name: Janet Stanek

Position/Title: Secretary

Kansas Department of Health and Environment



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

Counsel for the Commonwealth of Kentucky

Dated: October 18, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR KENTUCKY

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Kentucky (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 07/19/24 Signature: Matt Kleinert

Name: Matthew Kleinert

Position/Title: Executive Director

Ky MFCU

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
KENTUCKY

Dated: 07/24/24

Signature: Lisa D. Lee

Name: Lisa D. Lee

Position/Title: Commissioner

Kentucky Department for Medicaid Services

PLAINTIFF STATE OF LOUISIANA

LIZ MURRILL
LOUISIANA ATTORNEY GENERAL

BY: 

John J. Kelley, Section Chief
William H. Rogers, Jr., Assistant Attorney General
Public Protection Division
Office of the Louisiana Attorney General
1885 North Third Street
Baton Rouge, LA 70802
Tel. (225) 326-6400
Fax (225) 326-6499
KelleyJ@ag.louisiana.gov
rogersw@ag.louisiana.gov

Dated:_____

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR LOUISIANA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Louisiana (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 1/23/2024 Signature: Matthew P Stafford Jr.

Name: Matthew P. Stafford, Jr.

Position/Title: Director

Medicaid Fraud Control Unit

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
LOUISIANA

Dated: 9/20/24

Signature: Michael Harrington

Name: Michael Harrington

Position/Title: Secretary LDH

[Signature Block for Apotex Settlement / Filings]

/s/ William Matlack
WILLIAM MATLACK
Chief, Antitrust Division
Office of the Massachusetts Attorney General
One Ashburton Place, 18th Floor
Boston, Massachusetts 02108
Tel: (617) 963-2414
William.matlack@mass.gov

Counsel for the Commonwealth of Massachusetts

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR COMMONWEALTH OF MASSACHUSETTS

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the Commonwealth of Massachusetts (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 8/5/24

Signature: Ian Marinoff Digitally signed by Ian Marinoff Date: 2024.08.05 16:03:32 -04'00'

Name: Ian R. Marinoff

Position/Title: Managing Attorney, Medicaid Fraud Division

Massachusetts Office of the Attorney General

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
COMMONWEALTH OF MASSACHUSETTS

Dated: 9/11/24

Signature: Kathleen E Walsh

Name: Kathleen E Walsh

Position/Title: Secretary



Schonette J. Walker
Assistant Attorney General
Chief, Antitrust Division
200 Saint Paul Place
19th Floor
Baltimore, Maryland 21202
410.576.6473
swalker@oag.state.md.us

Counsel for Plaintiff State Maryland

Dated: November 7, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR MARYLAND

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Maryland (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 16 July 2024 Signature: _____

Name: W. Zak Shirley

Position/Title: Director

Maryland MFCU

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
MARYLAND

Dated: 11/4/2024

Signature: 

Name: Laura Herrera Scott

Position/Title: Secretary

FOR PLAINTIFF STATE OF MAINE:

AARON M. FREY
ATTORNEY GENERAL

/s/ Christina M. Moylan
Christina M. Moylan
Chief, Consumer Protection Division
Office of the Maine Attorney General
6 State House Station
Augusta, Maine 04333-0006
Phone: 207.626.8800
christina.moylan@maine.gov

Attorney for Plaintiff State of Maine

Dated: November 6, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR MAINE

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Maine (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 9/30/2024 **Signature:** _____

William R. Savage
Assistant Attorney General, Director,
Maine's Medicaid Fraud Control Unit
OFFICE OF THE ATTORNEY GENERAL

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
STATE OF MAINE

Dated: 10-1-2024 Signature: Sara Gagné-Holmes

Name: Sara Gagné-Holmes

Position/Title: Acting Commissioner



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

Counsel for State of Michigan

Dated: October 21, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR MICHIGAN

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Michigan (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: **July 25, 2024** Signature: 

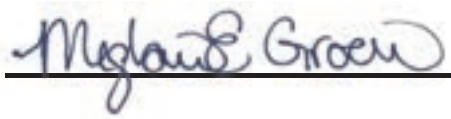
Name: Timothy C. Erickson

Position/Title: First Assistant Attorney General

Health Care Fraud Division

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
MICHIGAN

Dated: 7/30/24

Signature: 

Name: Meghan E. Groen

Position/Title: Senior Deputy Director

Michigan Department of Health and Human Services

/s/ Jon M. Woodruff
Jon M. Woodruff
Assistant Attorney General
Office of the Minnesota Attorney General
445 Minnesota Street, Suite 600
Saint Paul, MN 55101
Tel: (651) 300-7425
jon.woodruff@ag.state.mn.us

Counsel for the State of Minnesota

Dated: October 30, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR
Minnesota

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Minnesota (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 9-20-24

Signature: Nick Wanka

Name: Nicholas Wanka

Position/Title: Director, Minnesota MFCU

Minnesota Attorney General's Office

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
Minnesota

Dated: 9-19-2024 Signature: 

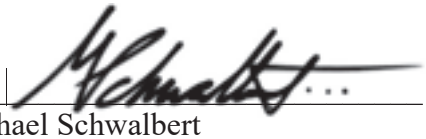
Name: Thomas Johnson

Position/Title: Deputy Inspector General

Minnesota Department of Human Services

FOR THE STATE OF MISSOURI

ANDREW BAILEY
ATTORNEY GENERAL

By: 

Michael Schwalbert
Assistant Attorney General
Consumer Protection Section
Missouri Attorney General's Office
815 Olive Street | Suite 200
Saint Louis, Missouri 63101
michael.schwalbert@ago,mo.gov
Phone: 314-340-7888
Fax: 314-340-7981

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR MISSOURI

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Missouri (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7 Nov 24

Signature: 

Name: Arvids V. Petersons

Position/Title: Chief Counsel/Director

Missouri Attorney General's Office
Medicaid Fraud Control Unit

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
MISSOURI

Dated: 11-07-2024 Signature: 

Name: Robert Knodell

Position/Title: Director

Missouri Department of Social Services

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

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

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR MISSISSIPPI

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of MISSISSIPPI (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: August 2, 2025 Signature: Marlin A. Miller

Name: MARLIN A. MILLER

Position/Title: DIRECTOR MFCU, MISSISSIPPI

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR MISSISSIPPI

Dated: 10/31/24

Signature: Cindy H. Bradshaw

Name: Cindy H. Bradshaw

Position/Title: Executive Director

Mississippi Division of Medicaid

FOR PLAINTIFF STATE OF MONTANA

AUSTIN KNUDSEN
ATTORNEY GENERAL

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

Counsel for Montana

Dated: October 7, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR MONTANA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Montana (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: **9 July 2024**

Signature: Bree W Gee

Name: Bree Williamson Gee

Position/Title: Assistant Attorney General for the State of Montana

Single State Agency for Medicaid Signature for Montana:

Dated: 8/1/2024	Signature:	
	Name:	Rebecca de Camara
	Position/Title:	Acting Medicaid and Health Services Executive Director

PLAINTIFF STATE OF NORTH CAROLINA
JOSHUA H. STEIN
ATTORNEY GENERAL

By: */s/ Jessica V. Sutton*
Jessica V. Sutton
Special Deputy Attorney General
North Carolina Department of Justice
Consumer Protection Division
114 West Edenton Street
Raleigh, NC 27603
Telephone: (919) 716-6000
Fax: (919) 716-6050
jsutton2@ncdoj.gov

Counsel for Plaintiff State of North Carolina

Dated: November 6, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR NORTH CAROLINA

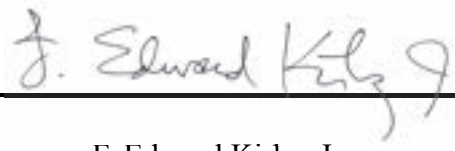
As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of North Carolina (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 9/30/2024 Signature: 

Name: F. Edward Kirby, Jr.

Position/Title: Senior Deputy Attorney General, Director

North Carolina Medicaid Fraud Control Unit

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
NORTH CAROLINA

Dated: 10/01/24 | 8:57 AM EDT Signature: DocuSigned by: Jay Ludlam 06565C1C2A8F4C8...

Name: Jay Ludlam

Position/Title: Deputy Secretary, NC Medicaid

NCDHHS, Division of Health Benefits

STATE OF NORTH DAKOTA
Drew H. Wrigley
Attorney General



Elin S. Alm
Assistant Attorney General
Director, Consumer Protection & Antitrust Division
Office of Attorney General
1720 Burlington Drive, Suite C
Bismarck, ND 58504-7736
Tel: (701) 328-5570
ealm@nd.gov

Counsel for North Dakota

Dated: October 18, 2024.

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR NORTH DAKOTA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of NORTH DAKOTA (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7/29/24 Signature: Marina Spahr

Name: Marina Spahr

Position/Title: Director, MFCU, Assistant Attorney General

Assistant Attorney General

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
NORTH DAKOTA

Dated: 7/31/24

Signature: 

Name: Sara E. Stolt

Position/Title: Deputy Commissioner

Health & Human Services

FOR PLAINTIFF STATE OF NEBRASKA

MICHAEL T. HILGERS
ATTORNEY GENERAL

/s/ Colin P. Snider
Colin P. Snider
Assistant Attorney for Antitrust
Nebraska Department of Justice
2115 State Capitol
Lincoln, NE 68509
T: (402) 471-7759
E: colin.snider@nebraska.gov

Attorney for the State of Nebraska

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR NEBRASKA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Nebraska (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7.18.2024 Signature: _____

Name: D. Mark Collins

Position/Title: Asst Atty General & MFCU Director

Nebraska Dept of Justice

Single State Agency for Medicaid Signature:

Dated: 7/23/24 Signature: Matthew J. Ahern

Name: Matthew Ahern

Position/Title: Interim Medicaid Director

PLAINTIFF STATE OF NEW HAMPSHIRE
JOHN M. FORMELLA
Attorney General

By: /s/Alexandra C. Sosnowski
Alexandra C. Sosnowski
Assistant Attorney General
Consumer Protection and Antitrust Bureau
One Granite Place South
Concord, NH 03301
Tel: (603) 271-2678
Alexandra.C.Sosnowski@doj.nh.gov

Counsel for the State of New Hampshire

Dated: 10/22/2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR NEW HAMPSHIRE

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of New Hampshire (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: August 2, 2024

Signature: _____

Name: Thomas T. Worboys

Position/Title: Senior Assistant Attorney General

Director, Medicaid Fraud Control Unit

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
[STATE]

Dated: *08/03/24*

Signature: 

Name: Henry D. Lipman

Position/Title: New Hampshire Medicaid Director

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

Counsel for the State of New Jersey

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR NEW JERSEY

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of New Jersey (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7/8/2024 Signature: _____

Al Garcia
Interim Insurance Fraud Prosecutor
Office of the Attorney General

Single State Agency for Medicaid Signature for New Jersey:

Dated: 7/26/24 Signature: Gregory Woods

Gregory Woods
Assistant Commissioner
Division of Medical Assistance and Health Services
Department of Human Services

/s/ Jeff Dan Herrera
Jeff Dan Herrera
Assistant Attorney General
New Mexico Department of Justice
408 Galisteo St.
Santa Fe, NM 87501
Tel: (505) 490-4878
jherrera@nmdoj.gov

Counsel for the State of New Mexico

Dated: October 25, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR NEW MEXICO

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of New Mexico (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7-30-24 Signature: 

Name: Joseph Martinez

Position/Title: Acting Director

NM MFCU NMDOJ

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
NEW MEXICO

Dated: 7/30/24

Signature: Mark Reynolds

Name: Mark Reynolds

Position/Title: General Counsel

New Mexico Health Care Authority

New York's signature of the Apotex settlement

Respectfully submitted,

LETITIA JAMES
Attorney General of the State of New York

CHRISTOPHER D'ANGELO
Chief Deputy Attorney General
Economic Justice Division

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

/s/ Robert L. Hubbard
ROBERT L. HUBBARD
SAAMI ZAIN
Assistant Attorneys General
28 Liberty Street, 20th Floor
New York, NY 10005
212 416-8267
Robert.Hubbard@ag.ny.gov

ATTORNEYS FOR THE STATE OF NEW YORK

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR
New York

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of New York (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: **2/12/2025** Signature: 

Name: Paul J. Mahoney

Position/Title: Ass't Deputy Attorney General for Medicaid Fraud Control

FOR PLAINTIFF STATE OF NEVADA

AARON D. FORD
Nevada Attorney General



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

Date: October 21, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR NEVADA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Nevada (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: **10/21/2024**____ Signature: 

Name: Stacie Weeks

Position/Title: Administrator

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
NEVADA

Dated: 10/21/2024__ Signature: 

Name: Stacie Weeks

Position/Title: Administrator

FOR PLAINTIFF STATE OF OHIO:

DAVE YOST
ATTORNEY GENERAL

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

Attorney for Plaintiff State of Ohio

Dated: November 5, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR OHIO

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Ohio (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

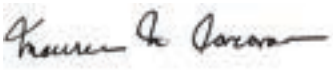
Dated: **_8/5/2024__** Signature: 

Name: Benjamin Karrasch

Position/Title: Section Chief Health Care Fraud Ohio Attorney General's Office

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
Ohio

Dated:
August 1, 2024

Signature: 

Name: Maureen M. Corcoran

Position/Title: Director

FOR PLAINTIFF STATE OF OKLAHOMA

GENTNER DRUMMOND
ATTORNEY GENERAL



Robert J. Carlson, OBA #19312
Senior Assistant Attorney General
15 West Sixth Street, Suite 1000
Tulsa, Oklahoma 74119
(918) 581-2885 – Telephone
(405) 522-0085 – Facsimile
robert.carlson@oag.ok.gov
Counsel for Plaintiff State

Dated: November 13, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR OKLAHOMA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Oklahoma (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: _____ Signature: Charles A. Dickson, III

Name: Charles Dickson

Position/Title: Deputy Attorney General

Oklahoma Attorney General's Office

Single State Agency for Medicaid Signature:

Dated: _____ Signature: Elizabeth Cooper
Elizabeth Cooper (Aug 5, 2024 15:04 CDT)

Name: Elizabeth Cooper

Position/Title: Chief Administrative Officer

Oklahoma Health Care Authority

MFCU Signature Page -- Apotex-1206 FINAL

Final Audit Report 2024-08-05

Created:	2024-08-02
By:	Jamie Bloyd (jamie.bloyd@oag.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS4zEH8CzyV0J4ziNfMWu7LgwoePUGHHN

"MFCU Signature Page -- Apotex-1206 FINAL" History

Document created by Jamie Bloyd (jamie.bloyd@oag.ok.gov)
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Document emailed to elizabeth.cooper@okhca.org for signature
2024-08-02 - 6:09:48 PM GMT

Email viewed by elizabeth.cooper@okhca.org
2024-08-05 - 8:00:43 PM GMT

Signer elizabeth.cooper@okhca.org entered name at signing as Elizabeth Cooper
2024-08-05 - 8:04:12 PM GMT

Document e-signed by Elizabeth Cooper (elizabeth.cooper@okhca.org)
Signature Date: 2024-08-05 - 8:04:14 PM GMT - Time Source: server

Document emailed to Charles Dickson (charles.dickson@oag.ok.gov) for signature
2024-08-05 - 8:04:16 PM GMT

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2024-08-05 - 10:04:37 PM GMT

Document e-signed by Charles Dickson (charles.dickson@oag.ok.gov)
Signature Date: 2024-08-05 - 10:04:56 PM GMT - Time Source: server

Agreement completed.
2024-08-05 - 10:04:56 PM GMT

/s/ Gina Ko

Gina Ko #121049
Assistant Attorney General
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301-4096
Tel: (503) 934-4400
Gina.Ko@doj.Oregon.gov
Counsel for the State of Oregon

Dated September 30, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR OREGON

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Oregon (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7/22/2024

Signature: 

Name: Sheen Y. Wu

Position/Title: Director/AIC - Medicaid Fraud Control Unit

Oregon Department of Justice

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
OREGON

Dated: 07.25.2024

Signature: 

Name: Fritz Jenkins

Position/Title: Adminstrator for Program Integrity

Oregon Health Authority

/s/ Tracy W. Wertz
Tracy W. Wertz
Chief Deputy Attorney General
Antitrust Section
Joseph S. Betsko
Assistant Chief Deputy Attorney General
Jessica Kuehn
Deputy Attorney General
Pennsylvania Office of Attorney General
Strawberry Square, 14th Floor
Harrisburg, PA 17120
Phone: (717) 787-4530
Fax: (717) 787-1190
twertz@attorneygeneral.gov

Counsel for the Commonwealth of Pennsylvania

Dated: October 25, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR PENNSYLVANIA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of **PENNSYLVANIA** (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7/18/24

Signature: Heather M Albright

Name: HEATHER M. ALBRIGHT

Position/Title: CHIEF DEPUTY ATTORNEY GENEAL/DIRECTOR

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
PENNSYLVANIA

Dated: 7/17/24 Signature: Karen L Fickes

Name: KAREN L. FICKES

Position/Title: DIRECTOR, BUREAU OF PROGRAM INTEGRITY

DEPARTMENT OF HUMAN SERVICES

FOR PLAINTIFF CONMMONWEALTH OF PUERTO RICO

DOMINGO EMANUELLI-HERNÁNDEZ
ATTORNEY GENERAL

/s/ Guarionex Díaz-Martínez
Guarionex Díaz-Martínez
Assistant Attorney General, Antitrust Division
Puerto Rico Department of Justice
P.O. Box 9020192
San Juan, Puerto Rico 00902-0192
Tel: (787) 721-2900, Exts. 1201, 1204
gdiaz@justicia.pr.gov

Counsel for Commonwealth of Puerto Rico

Dated: October 10, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR PUERTO RICO

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Puerto Rico (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7/30/24

Signature: _____

Name: LUIS FREIRE

Position/Title: DIRECTOR PRMFCU

Single State Agency for Medicaid Signature for Puerto Rico:

Dated: 8/2/2024 Signature: _____

Name: María D. Hnía Ducós

Position/Title: Program Integrity Director

/s/ Stephen N. Provazza

Stephen N. Provazza (Bar No. 10435)
Assistant Attorney General
Chief, Consumer and Economic Justice Unit
Office of the Attorney General - State of Rhode Island
150 South Main Street
Providence, RI 02903
Tel: (401) 274 4400
sprovazza@riag.ri.gov

Counsel for the State of Rhode Island

Dated: October 24, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR RHODE ISLAND

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of RHODE ISLAND (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: **8/5/2024**

Signature: */s/ Andrea Mauro, Esq.*

Name: Andrea M. Mauro

Position/Title: Special Assistant Attorney General

Medicaid Fraud Control Unit
Office of the Rhode Island Attorney General

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
RHODE ISLAND

Dated: **7/29/2024**

Signature: //Jane E. Morgan Esq.//

Name: JANE E. MORGAN

Position/Title: DEPUTY DIRECTOR, MEDICAID GENERAL COUNSEL

EOHHS, RHODE ISLAND

THE STATE OF SOUTH CAROLINA
ALAN WILSON
Attorney General

/s/ Clark Kirkland, Jr.___
Clark Kirkland, Jr.
Assistant Attorney General
Office of the Attorney General
State of South Carolina
P.O. Box 11549
Columbia, SC 29211
Tel: (803) 734-0057
ckirkland@scag.gov

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR SOUTH CAROLINA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit, dba Vulnerable Adults and Medicaid Provider Fraud, for the State of South Carolina (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7/24/2024

Signature: SGOpet

Name: Stephanie G. Opet

Position/Title: Director, Medicaid Fraud Control Unit

South Carolina Office of the Attorney General

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
SOUTH CAROLINA

Dated: 1/25/2024

Signature: W. Scott Talbert

Name: W. Scott Talbert

Position/Title: Assistant General Counsel

South Carolina Department of Health and Human Services

Dated: 10/24/2024

Signature: Jonathan K Van Patten

Name: JONATHAN K VAN PATTEN

Position/Title: ASSISTANT ATTORNEY GENERAL

STATE OF SOUTH DAKOTA

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR SOUTH DAKOTA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of South Dakota (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7/30/24

Signature: Mandy Miller

Name: Mandy Miller

Position/Title: Director, SD Medicaid Fraud Control Unit

Single State Agency for Medicaid Signature:

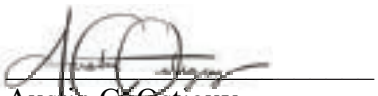
Dated: 07/31/2024

Signature: Heather Petermann

Name: Heather Petermann

Position/Title: South Dakota State Medicaid Director

Division of Medical Services, Dept of Social Services



Austin C. Ostiguy
Assistant Attorney General
P.O. Box 20207
Nashville, TN 37202
Tel: (615) 532-7271
Austin.Ostiguy@ag.tn.gov

Counsel for Tennessee

Dated: 11/05/2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR TENNESSEE

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Tennessee regarding the Settlement Agreement described as follows:

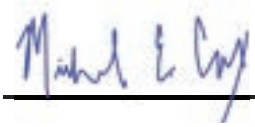
> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 08/12/2024

Signature: 

Name: Michael E. Cox

Position/Title: Director

Tennessee MFCU

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
TENNESSEE

Dated: **11.3.2024**

Signature: 

Name: Stephen Smith

Position/Title: Director

Respectfully Submitted,

GORDON C. RHEA, ESQ.
ATTORNEY GENERAL

Dated: October 28, 2024

By: _____

Christopher M. Timmons
Acting Chief, Civil Division
V.I. Bar No. R2147
213 Estate La Reine
Kingshill, V.I. 00850
(340) 773-0295
christopher.timmons@doj.vi.gov
Counsel for Government of the Virgin Islands

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR UNITED STATES VIRGIN ISLANDS

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of UNITED STATES VIRGIN ISLANDS] (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: July 22, 2024 Signature: _____

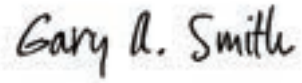
Name: Julia de Leon

Position/Title: _____

_____

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
UNITED STATES VIRGIN ISLANDS

Dated: 9/3/2024

Signature 

Name. Gary Smith

Position/Title: Medicaid Director

Executed November 4, 2024

Respectfully submitted,

FOR PLAINTIFF STATE OF UTAH
SEAN D. REYES
UTAH ATTORNEY GENERAL



Marie W.L. Martin
Deputy Division Director,
Office of the Attorney General of Utah
including as counsel for the Utah Division
of Consumer Protection
160 East 300 South, 5th Floor
P.O. Box 140830
Salt Lake City, UT 84114-0830
Tel: 801-366-0375
Fax: 801-366-0378
mwmartin@agutah.gov
dsonnenreich@agutah.gov

Attorneys for the State of Utah

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR UTAH

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Utah (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 09/10/2024

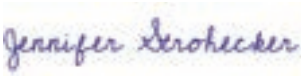
Signature: Kaye Lynn Wootton

Name: Kaye Lynn Wootton

Position/Title: MFCU Director/Assistant Attorney General

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
UTAH

Dated: 09/19/2024

Signature: 

Name: Jennifer Strohecker

Position/Title: Director, Division of Integrated Healthcare

FOR PLAINTIFF COMMONWEALTH OF VIRGINIA

JASON S. MIYARES
ATTORNEY GENERAL

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

Counsel for Virginia

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR THE COMMONWEALTH OF VIRGINIA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the Commonwealth of Virginia (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 7/24/24 Signature: Randall L Clouse

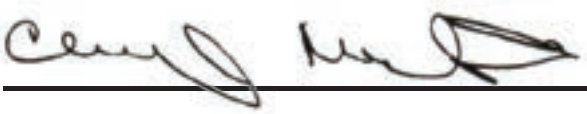
Name: Randall L. Clouse, Director and Chief

Position/Title: Health Care Fraud & Elder Abuse Section

Virginia Attorney General's Office

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
THE COMMONWEALTH OF VIRGINIA

Dated: July 19, 2024

Signature: 

Name: Cheryl J. Roberts, J.D.

Position/Title: Director

Department of Medical Assistance Services

/s/ Jill S. Abrams
Assistant Attorney General
109 State Street
Montpelier, Vermont 05609
(802) 828-1106
Jill.abrams@vermont.gov

Counsel for the State of Vermont

Dated: October 21, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR THE STATE OF VERMONT

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Vermont (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

MFCU Signature:

Dated: 8/1/2024

Signature: Signed by: Elizabeth L. Anderson 0F9E4A04C4424DD...

Name: Elizabeth L. Anderson

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

Office of the Vermont Attorney General

Single State Agency for Medicaid Signature:

Dated: 8/1/2024

Signature: Signed by: Sandi Hoffman B34E5A2F3ED5411...

Name: Sandi Hoffman

Position/Title: Deputy Commissioner

Department of Vermont Health Access,
Vermont Agency of Human Services

FOR PLAINTIFF STATE OF WASHINGTON

ROBERT W. FERGUSON
ATTORNEY GENERAL

s/ Paula Pera C.
Paula Pera C.
Holly A. Williams
Assistant Attorneys General, Antitrust Division
Washington State Office of the Attorney General
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
Tel: (206) 464-7744
paula.pera@atg.wa.gov
holly.williams@atg.wa.gov

Attorneys for Plaintiff State of Washington

Dated: 10/29/2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR [WASHINGTON]

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of [WASHINGTON] (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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MFCU Signature:

Dated: 10/4/24

Signature: Larissa Payne

Name: Larissa Payne

Position/Title: Director, Medicaid Fraud Control Division

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
[WASHINGTON]

Dated: 10/04/2024

Signature: 

Name: Charissa Fotinos, MD, MSc

Position/Title: Medicaid Director and Behavioral Health Medical Director

Washington State Health Care Authority

s/ Laura E. McFarlane
Laura E. McFarlane
Assistant Attorney General
Wisconsin Department of Justice
Post Office Box 7857
Madison, Wisconsin 53707-7857
(608) 266-8911
mcfarlanele@doj.state.wi.us

Counsel for the State of Wisconsin

Dated: October 23, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR
Wisconsin

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of [Wisconsin] (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: ___8/2/24___ Signature: /s/ Daniel Hess

Name: Daniel Hess

Position/Title: Director

Medicaid Fraud Control and Elder Abuse Unit

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
WISCONSIN

Dated: **8-2-2024**___ Signature: 

Name: Anthony J. Baize

Position/Title: Inspector General

WI Dept. of Health Services

/s/ Douglas L. Davis
Douglas L. Davis
Senior Assistant Attorney General
Office of the West Virginia Attorney General
P.O. Box 1789
Charleston, WV 25326
Tel: (304) 558-8986
douglas.l.davis@wvago.gov

Counsel for the State of West Virginia

Dated: September 30, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR WEST VIRGINIA

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of West Virginia (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 8.23.24

Signature: _____

Name: John C. Blair

Position/Title: Director

SINGLE STATE AGENCY APPROVAL OF APOTEX-1206 SETTLEMENT
SIGNATURE PAGE FOR
WEST VIRGINIA

Dated: 08/23/2024

Signature: 

Name: Cynthia Beane, MSW, LCSW

Position/Title: Commissioner, WV Department of Human Services,

Bureau for Medical Services

/s/ Cameron W. Geeting
Cameron W. Geeting
Senior Assistant Attorney General
Wyoming Attorney General's Office
2320 Capitol Avenue
Cheyenne, WY 82002
Tel: (307) 777-3795
cameron.geeting1@wyo.gov
Counsel for the State of Wyoming
Dated: October 21, 2024

MEDICAID FRAUD CONTROL UNIT SIGNATURE PAGE FOR
Wyoming

As conditioned herein, this Signature Page shall serve as the Statement of Review and Approval as to Form of the Medicaid Fraud Control Unit for the State of Wyoming (the "State") regarding the Settlement Agreement described as follows:

> **This Settlement Agreement ("Agreement") is made and entered into by and among Apotex Corp. ("Apotex"), the Attorneys General (as defined below), and the End-Payer Plaintiffs (as defined below, the "EPPs") (together, the "Parties"), to settle the cases that were brought by the Attorneys General and the EPPs respectively against Apotex in the cases currently or previously consolidated into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (E.D. Pa.).**

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

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

MFCU Signature:

Dated: 07/29/2024 Signature: _____

Name: Travis J. Kirchhefer

Position/Title: Director & Sr. Assistant Attorney General

Medicaid Fraud Control Unit
Office of the Wyoming Attorney General

Single State Agency for Medicaid Signature:

Dated: **_7/29/2024_____**
_

Signature: 

Name: Andrew Chapin

Position/Title: Program Integrity Section Manager

Division of Healthcare Financing,
Wyoming Department of Health

Appendix A

AG Drugs at Issue

Acetazolamide
Adapalene
Alclometasone Dipropionate
Amiloride HCL/HCTZ
Ammonium Lactate
Amoxicillin/Clavulanate
Amphetamine/Dextroamphetamine
Azithromycin
Baclofen
Benazepril HCTZ
Betamethasone Dipropionate
Betamethasone Dipropionate Augmented
Betamethasone Valerate
Bethanechol Chloride
Bromocriptine Mesylate
Budesonide
Bumetanide
Buspirone Hydrochloride
Cabergoline
Calcipotriene Betamethasone Dipropionate Ointment
Calcipotriene Solution
Capecitabine
Carbamazepine
Cefdinir
Cefpodoxime Proxetil Oral Suspension
Cefpodoxime Proxetil Tablets
Cefprozil
Celecoxib
Cephalexin (Cefalexin)
Chlorpromazine HCL
Cholestyramine
Ciclopirox
Cimetidine

Ciprofloxacin HCL Tablet
Clarithromycin
Clemastine Fumarate
Clindamycin Phosphate
Clobetasol
Clomipramine HCL
Clonidine TTS
Clotrimazole
Cyproheptadine HCL
Desmopressin Acetate
Desogestrel and Ethinyl Estradiol [Kariva]
Desonide
Desoximetasone
Dexmethylphenidate HCL [Focalin]
Dextroamphetamine Sulfate (“Dex Sulfate”)
Diclofenac Potassium
Dicloxacillin Sodium
Diflunisal
Diltiazem HCL
Disopyramide Phosphate
Doxazosin Mesylate
Doxycycline Hyclate
Doxycycline Monohydrate
Drospirenone and Ethinyl Estradiol
Econazole
Enalapril Maleate
Entecavir
Epitol
Eplerenone
Erythromycin
Estazolam
Estradiol
Estradiol and Norethindrone Acetate [Mimvey]
Ethambutol HCL
Ethinyl Estradiol and Levonorgestrel [Portia and Jolessa]
Ethosuximide
Etodolac
Fenofibrate
Fluconazole

Fluocinolone Acetonide
Fluocinonide
Fluoxetine HCL
Flurbiprofen
Flutamide
Fluticasone Propionate
Fluvastatin Sodium
Fosinopril HCTZ
Gabapentin
Glimepiride
Glipizide-Metformin
Glyburide
Glyburide-Metformin
Griseofulvin
Halobetasol Propionate
Haloperidol
Hydrocortisone Valerate
Hydroxyurea
Hydroxyzine Pamoate
Imiquimod
Irbesartan
Isoniazid
Ketoconazole
Ketoprofen
Ketorolac Tromethamine
Labetalol HCL
Lamivudine/Zidovudine
Latanoprost
Leflunomide
Levothyroxine
Lidocaine Ointment
Loperamide HCL
Medroxyprogesterone
Meprobamate
Methazolamide
Methotrexate Sodium
Methylphenidate
Metronidazole
Moexipril HCL

Moexipril HCL HCTZ
Mometasone
Nabumetone
Nadolol
Nafcillin
Niacin
Nimodipine
Nitrofurantoin (Macrocrystalline)
Norethindrone Acetate
Norethindrone and Ethinyl Estradiol [Balziva]
Nortriptyline Hydrochloride
Nystatin
Nystatin/Triamcinolone
Omega-3-Acid Ethyl Esters
Oxacillin
Oxaprozin
Oxybutynin Chloride
Paricalcitol
Paromomycin
Penicillin VK
Pentoxifylline
Phenytoin Sodium
Pioglitazone-Metformin
Piroxicam
Pravastatin
Prazosin HCL
Prochlorperazine
Propranolol
Raloxifene HCL
Ranitidine HCL
Tacrolimus
Tamoxifen Citrate
Temozolomide
Terconazole
Theophylline
Tizanidine HCL
Tobramycin Sulfate
Tolmetin Sodium
Tolterodine Tartate

Topiramate
Triamcinolone Acetonide
Trifluoperazine HCL
Valsartan HCTZ
Verapamil
Warfarin Sodium
Zoledronic Acid

EPP Drugs at Issue

	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

	Molecule Name	Form	Strength
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%
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 DIPROPRIONATE	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

	Molecule Name	Form	Strength
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
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	CLOTRIMAZOLE	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

	Molecule Name	Form	Strength
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
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

	Molecule Name	Form	Strength
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
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

	Molecule Name	Form	Strength
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		
102	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
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

	Molecule Name	Form	Strength
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	
133	MOEXIPRIL HCL	TABLET	7.5MG
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

	Molecule Name	Form	Strength
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
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

	Molecule Name	Form	Strength
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
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%

	Molecule Name	Form	Strength
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

Appendix B

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

	Addiction Services • Department of Developmental Services • Department of Public Health • Department of Veterans Affairs • Department of Corrections • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Delaware	• Attorney General for the State of Delaware • Delaware Division of Medicaid and Medical Assistance (Medicaid)
District of Columbia	• Attorney General for the District of Columbia • Department of Health Care Finance (Medicaid)
Florida	• Attorney General for the State of Florida • Florida Agency for Health Care Administration (Medicaid) • Department of Management Services • Department of Children and Families • Department of Corrections • Department of Health • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Georgia	• Attorney General for the State of Georgia • Georgia Department of Community Health (Medicaid)
Idaho	• Attorney General for the State of Idaho • Idaho Department of Health and Welfare, Division of Medicaid (Medicaid) • Idaho State Entities with MMCAP purchases, as listed in the MMCAP data production when filtered for Idaho.
Illinois	• Attorney General for the State of Illinois • Illinois Department of Healthcare and Family Services (Medicaid)

	• Department of Central Management Services Department of Veterans Affairs (DVA) • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs (where public universities and health systems are not State Entities)
Indiana	• Attorney General for the State of Indiana • Indiana Family and Social Services Administration (Medicaid) • Department of Health • Department of Administration • Personnel Department • State Police • Veterans' Home • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Iowa	• Iowa Office of the Attorney General • Iowa Department of Health and Human Services (Medicaid)

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

	○ (7) Kansas State School for the Deaf ○ (8) Kansas State University-VMTH ○ (9) Kansas State University- Lafen ○ (10) Kansas Department of Health & Environment 340B STD ○ (11) Kansas Department of Health & Environment 340B TB ○ (12) Larned Stated Hospital ○ (13) Osawatomic State Hospital ○ (14) Parsons State Hospital & Training Center ○ (15) Pharmacy Practice Integrated Lab, University of Kansas ○ (16) Pittsburgh State University 340B ○ (17) Pittsburgh State University, Student Health ○ (18) Rainbow Mental Health Facility ○ (19) Watkins Health Center Pharmacy, University of Kansas ○ (20) Wichita Pharmacy Skills Lab, University of Kansas ○ (21) Wichita State University Student Health)
Kentucky	• Kentucky Office of the Attorney General • Kentucky Cabinet for Health and Family Services (Medicaid)
Louisiana	• Attorney General for the State of Louisiana • Louisiana Department of Health (Medicaid)
Maine	• Attorney General for the State of Maine • Maine Department of Health and Human Services Office of MaineCare Services (Medicaid) • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs

Maryland	• Maryland Office of the Attorney General • Maryland Department of Human Services (Medicaid)
Massachusetts	• Attorney General for the State of Massachusetts • MassHealth (Medicaid) • State Office of Pharmacy Services (SOPS) • Group Insurance Commission (GIC)
Michigan	• Attorney General for the State of Michigan • Michigan Health & Human Services (Medicaid) • Michigan Department of Attorney General • Michigan Department of Health and Human Services • Michigan Department of Corrections • Michigan Civil Service Commission • Michigan Department of Technology, Management, and Budget • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Minnesota	• Office of the Minnesota Attorney General • Minnesota Department of Human Services • Minnesota Department of Corrections • Minnesota Department of Veterans Affairs • Minnesota Management and Budget
Mississippi	• Attorney General for the State of Mississippi • Mississippi Division of Medicaid (Medicaid) • Mississippi Department of Insurance • Mississippi Department of Health • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs during the relevant time period (or from May 1, 2009 to the

	Effective Date)
Missouri	• Attorney General for the State of Missouri • Missouri Department of Social Services (Medicaid)
Montana	• Montana Office of the Attorney General • Montana Department of Public Health and Human Services (Medicaid)
Nebraska	• Nebraska Office of the Attorney General • Department of Health and Human Services (Medicaid) • Department of Administrative Services • Department of Corrections • Department of Veterans' Affairs • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Nevada	• Attorney General for the State of Nevada • Nevada Department of Health & Human Services Division of Health Care Financing and Policy (Medicaid) • Nevada Public Employees' Benefits Program University of Nevada School of Medicine Department of Health and Human Services (HHS)- Division of Public and Behavioral Health • Department of Health and Human Services (HHS)- Division of Child and Family Services • Department of Health and Human Services- Division of Aging & Disability Services • Nevada Department of Corrections; and • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
New Hampshire	• Attorney General for the State of New Hampshire • New Hampshire Department of Health &

	Human Services (Medicaid)
New Jersey	• Attorney General for the State of New Jersey • State of New Jersey, Department of Human Services, Division of Medical Assistance & Health Services (Medicaid)
New Mexico	• New Mexico Department of Justice • New Mexico Human Services Department (Medicaid) • New Mexico Department of Health • New Mexico State Entities that made MMCAP purchases
New York[9]	• Attorney General for the State of New York • State Department of Health (Medicaid) • MMCAP State Entities, listed in the MMCAP production when you filter for New York. State Entities purchasing through MMCAP include hospitals operated by the State Office of Mental Health
North Carolina	• Attorney General for the State of North Carolina • North Carolina Medicaid, Division of Health Benefits (Medicaid)
North Dakota	• Attorney General for the State of North Dakota • North Dakota Health & Human Services, Medical Services Division (Medicaid)
Northern Mariana Islands	• Office of the Attorney General for the Commonwealth of the Northern Mariana Islands • Commonwealth Medicaid Center (Medicaid) • All other State Entities that purchased, or

[9] The definition of Released Claims in Paragraph I.X is specifically modified to reflect that the State of New York does not release or waive its permissive exclusion or debarment authority as to the Apotex Releasees.

	provided reimbursement for the purchase of, generic drugs
Ohio	• Attorney General for the State of Ohio • Ohio Department of Medicaid (Medicaid)
Oklahoma	• Office of the Oklahoma Attorney General • Oklahoma Healthcare Authority (Medicaid) • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Oregon	• Attorney General for the State of Oregon • Oregon Health Authority • Health Authority Medicaid Program (Medicaid) Health Authority CAREAssist Program • Health Authority- Oregon Educators Benefit Board & Oregon Public Employees Benefit Board • Department of Corrections • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Pennsylvania	• Attorney General for the State of Pennsylvania • Pennsylvania Department of Human Services (Medicaid) • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Puerto Rico	• Attorney General for Puerto Rico • Administración de Seguros de Salud de Puerto Rico • Departamento de Correccion y Rehabilitacion • Puerto Rico Department of Health (Medicaid) • All other State Entities that purchased, or provided reimbursement for the purchase

	of, generic drugs other than (1) public corporations, and (2) public instrumentalities[10]
Rhode Island	• Rhode Island Office of the Attorney General • Department of Human Services Medicaid Program
South Carolina	• Attorney General for the State of South Carolina • South Carolina Healthy Connections (Medicaid)
South Dakota	• Attorney General for the State of South Dakota • South Dakota Department of Social Services (Medicaid) • South Dakota Department of Health • South Dakota Department of Labor and Regulations

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

	• South Dakota Department of Veterans Affairs • South Dakota Department of Human Services • South Dakota Department of Human Resources
Tennessee	• Attorney General for the State of Tennessee • Tennessee Department of Finance & Administration, Division of TennCare (Medicaid) • Tennessee Department of Finance & Administration, Division of Benefits Administration • All State Entities that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price for any Drugs at Issue, other than for resale, from May 1, 2009 to the Effective Date.
Utah	• Attorney General for the State of Utah • Utah Department of Health & Human Services (Medicaid) • Division of Consumer Protection • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Vermont	• Attorney General for the State of Vermont • Agency of Human Services, Department of Vermont Health Access (Medicaid) • All other State Entities that purchased, or provided reimbursement for the purchase of, generic drugs
Virginia	• Attorney General for the State of Virginia • Virginia Department of Medicaid Assistance Services (Medicaid)
Virgin Islands	• Attorney General for the U.S. Virgin Islands

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

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

Appendix C

APOTEX CORP. COOPERATION AGREEMENT

A. Preamble

1. This Cooperation Agreement (the "Agreement") is made between Apotex Corp. ("Apotex"), the Attorneys General, and the End-Payer Plaintiffs, as those terms are defined in the Settlement Agreement between them.

2. The purpose of this Agreement is to set forth the terms and process by which Apotex will provide substantial cooperation to the Attorneys General and the End-Payer Plaintiffs in connection with their prosecution of claims in the Actions entitled *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, MDL No. 2724 (Rufe, J.) (the "Actions") or any court to which their actions have been or may be remanded.

3. Apotex on the one hand and the Attorneys General and the End-Payer Plaintiffs on the other hand agree that Apotex's substantial cooperation pursuant to this Agreement is material to the Settlement Agreement to be entered by them.

B. Scope of Substantial Cooperation

4. Within fourteen (14) calendar days of the Preliminary Approval Order, Apotex's counsel shall provide to the Attorneys General and the End Payer Plaintiffs a list of the known persons who are likely to have relevant information concerning the allegations in the Actions, indicating (1) who are current or former employees; (2) the persons who are under Apotex's control; and (3) for those persons who are not under Apotex's control, information sufficient to contact them directly or through their attorney.

5. Beginning no later than twenty-one (21) calendar days of the Preliminary Approval Order, Apotex's counsel shall undertake reasonable efforts to provide the Attorneys General and the End-Payer Plaintiffs collectively with a verbal attorney proffer[s] on up to a total of eight (8) generic pharmaceutical drugs selected by the Attorneys General and the End-Payer Plaintiffs within five (5) days after the Effective Date (including all formulations) manufactured by Apotex identified in the Attorneys General's and the End-Payer Plaintiffs' complaints, and more if agreed by the Attorneys General and the End-Payer Plaintiffs on the one hand and Apotex on the other hand. The proffer(s) shall be given at an agreed-upon date(s) and an agreed-upon location(s) or virtually. Each proffer shall provide a reasonably detailed description of the principal facts known to Apotex that are relevant to the conduct alleged in the Actions, including facts concerning the alleged involvement of Apotex and other defendants in the Actions, and including in particular all facts previously provided to the U.S. Department of Justice ("DOJ") or any other U.S. or state government investigative authority, in response to subpoenas, civil investigative demands, or otherwise, relating to the allegations in the Actions.

6. Within the attorney proffers provided pursuant to ¶ 5 above, Apotex's counsel shall also verbally provide to counsel for the Attorneys General and the End Payer Plaintiffs, where applicable, non-privileged summaries of interviews with persons identified pursuant to ¶ 4 above, to the extent the witness was previously interviewed by Apotex's counsel. If the written materials prepared by Apotex's counsel as described herein reference or are supported by documents or data, Apotex's counsel shall provide the Bates number assigned by them to those documents or data in the Actions.

7. Within 28 business days of the Preliminary Approval Order, Apotex shall undertake reasonable efforts to provide the Attorneys General and the End Payer Plaintiffs collectively access to up to four (4) witnesses identified pursuant to ¶ 4 above, for a period of time up to four (4) hours each.

8. Apotex agrees to use reasonable efforts to assist the Attorneys General and the End Payer Plaintiffs to understand data produced by Apotex, including consulting with technical personnel to address questions posed by the Attorneys' General and End Payer Plaintiffs' data consultants, and to provide any additional information or data reasonably necessary to understand or clarify the data or otherwise render it usable by the Attorneys General's and End-Payer Plaintiffs' experts and admissible.

9. The Attorneys General and the End-Payer Plaintiffs shall have the right to receive, subject to the protective order in the MDL, all documents, interrogatory responses, and responses to requests for admission produced by Apotex to any other plaintiff in the MDL. Apotex likewise shall have the right to receive, subject to the protective order in the MDL (and in any court to which the State Actions have been or may be remanded), all documents, interrogatory responses, and responses to requests for admission produced by the Attorneys General and the End-Payer Plaintiffs to any other defendant in the MDL or in any other court to which their claims have been or may be remanded.

10. Apotex agrees to use reasonable efforts to authenticate and lay the foundation to admit as business records, where applicable, collectively up to one hundred and fifty (150) documents and/or things produced by Apotex in the Actions (or more if good cause is shown) to confirm the authenticity of the documents produced by Apotex in the Actions, and to confirm,

where applicable, that such documents and data produced by Apotex qualify as business records, whether by declarations, depositions, hearings and/or trial testimony as may be necessary for the Actions to render such documents and data admissible at trial.

11. Apotex agrees to use reasonable best efforts to produce collectively up to four (4) current or former Apotex employees as witnesses live at any trial of the Attorneys' General and End Payer Plaintiffs' claims in the Actions.

12. By no later than the day upon which the Attorneys General and the End Payer Plaintiffs move for final approval of the Settlement, the Parties shall set forth any modifications to the scope of cooperation under this agreement in a separate letter agreement (signed by the counsel identified in Section XV of the Settlement Agreement) among them to be provided to the Court if the Court so requires, and if so required, to be filed *in camera* with Court permission.

C. No Waiver of Privileges, Evidentiary Protections, or Confidentiality Obligations

13. Notwithstanding any other provision of this Agreement, Apotex may assert where applicable the work product doctrine, the attorney-client privilege, and the common interest privilege (collectively, "Privileged Material") and shall not disclose any information provided by other defendants pursuant to a common interest agreement. The Attorneys General and the End-Payer Plaintiffs shall not request disclosure of Privileged Material, and a refusal to provide Privileged Material shall not be deemed a breach of this Agreement by Apotex. The Attorneys General and the End-Payer Plaintiffs shall be free to use statements, testimony, materials or information provided under this Agreement in any motion, opposition or other pleading in the Actions or as evidence at trial in this case. The Attorneys General and the End-Payer Plaintiffs will not otherwise disclose any statements, testimony, materials or information provided under

this Agreement to any other party in the Actions, including any other plaintiff, or to any third party. The Attorneys General, End-Payer Plaintiffs, and Apotex are permitted to describe orally the scope of cooperation required under this Agreement with counsel for other defendants, but cannot otherwise disclose the information provided under this Agreement.