UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION **THIS DOCUMENT RELATES TO:** **All End-Payor Actions**	**Case No. 1:18-cv-04361 (AKH)**

DECLARATION OF ROBIN A. VAN DER MEULEN IN SUPPORT OF END-PAYOR PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT; CERTIFICATION OF SETTLEMENT CLASS; APPOINTMENT OF CLASS COUNSEL AND CLASS REPRESENTATIVES; PRELIMINARY APPROVAL OF PLAN OF ALLOCATION; APPROVAL OF FORM AND MANNER OF NOTICE TO CLASS; APPOINTMENT OF SETTLEMENT ADMINISTRATOR AND ESCROW AGENT; AND PROPOSED SCHEDULE FOR FAIRNESS HEARING

I, Robin A. van der Meulen, declare as follows:

1. I am a partner with the firm of DiCello Levitt LLC, which this Court appointed interim lead counsel for the proposed End-Payor Class. ECF No. 503. I submit this declaration in support of the End-Payor Plaintiffs' Unopposed Motion for (a) Preliminary Approval of Proposed Settlement, (b) Certification of Settlement Class, (c) Appointment of Class Counsel and Class Representatives, (d) Preliminary Approval of Plan of Allocation, (e) Approval of Form and Manner of Notice to Class, (f) Appointment of Settlement Administrator and Escrow Agent, and (g) Proposed Schedule for Fairness Hearing.

2. Attached as Exhibit 1 is a true and correct copy of End-Payor Plaintiffs' Settlement Agreement with Novartis Pharmaceuticals Corporation and Novartis AG.

3. Attached as Exhibit 2 is a true and correct copy of the firm resume of DiCello Levitt LLC.

4. Attached as Exhibit 3 is a true and correct copy of End-Payor Plaintiffs' Proposed Plan of Allocation.

5. Attached as Exhibit 4 is a true and correct copy of the Declaration of Dr. Rena Conti in Support of End-Payor Plaintiffs' Plan of Allocation.

6. Attached as Exhibit 5 is a true and correct copy of the Declaration of Declaration of Steven Weisbrot of Angeion Group, LLC in Support of End-Payor Plaintiffs' Proposed Notice Plan.

7. Attached as Exhibit 6 is a true and correct copy of the Declaration of Robyn Griffin of Huntington National Bank in Support of End-Payor Plaintiffs' Motion for Appointment of Escrow Agent.

I, Robin A. van der Meulen, declare under penalty of perjury that the foregoing is true and correct.

Executed on February 22, 2023 at New York, New York.

Robin A. van der Meulen

EXHIBIT 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION **THIS DOCUMENT RELATES TO:** **All End-Payor Actions**	**Case No. 1:18-cv-04361 (AKH)**

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into on February 10, 2023, by and between Novartis Pharmaceuticals Corporation and Novartis AG (collectively "Novartis" or "Defendants"), by and through their counsel Cravath, Swaine & Moore LLP; and UFCW Local 1500 Welfare Fund and Law Enforcement Health Benefits, Inc. (together, the "End-Payor Plaintiffs" or "EPPs"), on behalf of themselves and on behalf of the End-Payor Class, by and through DiCello Levitt LLC, in its capacity as interim lead counsel for the End-Payor Class ("EPP Counsel") in the above-captioned litigation. This Settlement Agreement is intended to, and upon occurrence of the Effective Date will, fully, finally, and forever resolve, compromise, discharge, and settle the claims of the End-Payor Class against Novartis in the above-captioned litigation, subject to the terms and conditions set forth herein.

WHEREAS, EPPs each filed lawsuits on behalf of the End-Payor Class alleging that Novartis entered into an agreement with Par Pharmaceutical, Inc. ("Par"), the purpose and effect of which was to allocate and unreasonably restrain competition and monopolize the market for Exforge (amlodipine/valsartan) and its AB-rated generic equivalents sold in the United States ("branded and generic versions of Exforge") during the Class Period, in violation of various state antitrust, consumer protection, and unjust enrichment laws;

WHEREAS, EPPs' claims were consolidated under the caption *In re: Novartis and Par Antitrust Litigation*, 1:18-cv-04361 (AKH), before the United States District Court for the Southern District of New York (the "Court") as a putative class action on behalf of the End-Payor Class, as defined in Paragraph 1 below (the "End-Payor Class Action" or the "Action");

WHEREAS, Novartis denies each and every one of the allegations asserted in the current pending and prior complaints on behalf of the End-Payor Class, and does not concede or admit any liability, and the End-Payor Class and Novartis agree that neither this Settlement Agreement nor the settlement it embodies (the "Settlement") nor any actions taken in furtherance of either the Settlement Agreement or the Settlement shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Novartis, or of the truth of any of claims or allegations asserted on behalf of the End-Payor Class or a waiver of any defenses thereto;

WHEREAS, EPP Counsel have concluded, after extensive discovery, investigation of the facts, undergoing significant preparation for trial, and carefully considering the circumstances of the End-Payor Class Action, including the claims asserted in this Action, and the possible and asserted legal and factual defenses thereto, that it would be in the best interests of the End-Payor Class to enter into this Settlement Agreement in order to avoid the uncertainties of litigation, particularly complex litigation such as this, and to assure a benefit to the End-Payor Class and further, that EPP Counsel considers the Settlement set forth in this Settlement Agreement to be fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23 and in the best interests of the End-Payor Class;

WHEREAS, Novartis has concluded, despite its belief that it is not liable for the claims asserted and that it has good defenses thereto, that it would be in its best interests to enter into

this Settlement Agreement solely to avoid the uncertainties and additional costs of further litigation and to finally put to rest all claims asserted on behalf of the End-Payor Class against Novartis relating to the Action; and

WHEREAS, EPP Counsel, on behalf of themselves and the End-Payor Class, on the one hand, and counsel for Novartis on the other, have engaged in arm's-length settlement negotiations, and have reached this Settlement Agreement, subject to Court approval, which embodies all of the terms and conditions of the settlement between End-Payor Class Plaintiffs, both individually and on behalf of the End-Payor Class, and Novartis.

NOW THEREFORE, it is agreed by the undersigned, on behalf of End-Payor Class Plaintiffs and the End-Payor Class, on the one hand, and Novartis, on the other, that the End-Payor Class Action and all claims of EPPs and the End-Payor Class be settled, compromised, discharged and dismissed with prejudice as to Novartis (and, except as hereinafter provided, without costs as to End-Payor Class Plaintiffs, the End-Payor Class, or Novartis), subject to Court approval, on the following terms and conditions:

1. <u>The End-Payor Class</u>.

This settlement is on behalf of the EPPs and the End-Payor Class defined as follows:

> With respect to indirect prescription purchases of Exforge and/or its AB-rated generic equivalents (the "Products") taking place between September 21, 2012 through June 30, 2018 (the "Class Period") in the District of Columbia, Arizona, California, Florida, Hawaii, Iowa, Maine, Michigan, Minnesota, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Utah, Vermont, West Virginia, or Wisconsin:
>
> i. All entities that purchased, paid for, and/or provided reimbursement for some or all of the purchase price of the Products for consumption by their members, enrollees or insureds; and
>
> ii. All individuals that purchased or paid for some or all of the purchase price of the Products without a) using a Novartis co-pay coupon or voucher while uninsured, or b) using a co-pay coupon or voucher

provided by Novartis that reduced their out-of-pocket payment to less than $15.00 while insured.

Excluded from the End-Payor Class are the following:

(a) Defendants and their counsel, officers, directors, management, employees, subsidiaries, or affiliates;

(b) all federal and state governmental entities (with the exception of cities, towns, municipalities, or counties with self-funded prescription drug plans);

(c) all persons or entities who purchased Exforge for purposes of resale or directly from defendants or their affiliates;

(d) fully-insured health plans (plans that purchased insurance from another third-party payor covering 100 percent of the plan's reimbursement obligations to its members);

(e) flat co-payors (consumers covered by plans applying the same fixed dollar co-payment to both branded and generic Exforge;

(f) consumers who purchased only generic amlodipine valsartan (and not branded Exforge) under a plan that required them to make a fixed dollar copayment;

(g) pharmacy benefit managers;

(h) persons or entities purchasing only branded Exforge after September 30, 2014, and not amlodipine valsartan;

(i) all counsel of record; and

(j) the court, court personnel and any member of their immediate families.

2. <u>Reasonable Best Efforts to Effectuate This Settlement</u>.

EPPs, EPP Counsel, and Novartis agree to recommend approval of this Settlement Agreement to the Court and to undertake their reasonable best efforts, including undertaking all actions contemplated by and steps necessary to effectuate this Settlement Agreement, to carry out the terms of this Settlement Agreement and to secure the prompt, complete, and final dismissal with prejudice of all claims in the End-Payor Class Action against Novartis. This includes Novartis serving notice on those entities required to receive notice pursuant to 28 U.S.C. § 1715.

3. Motion for Preliminary Approval of the Settlement.

As soon as possible and in no event later than 20 days after the date of execution of this Settlement Agreement, EPPs shall submit to the Court—and Novartis shall not oppose in any court, including on appeal—a motion (the "Preliminary Approval Motion") requesting entry of an order preliminarily approving this Settlement, and authorizing dissemination of notice to the End-Payor Class (the "Preliminary Approval Order") substantially in the form of Exhibit A hereto. The Preliminary Approval Motion shall, *inter alia*:

a. request preliminary approval of the Settlement set forth in this Settlement Agreement as fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23, and in the best interests of the End-Payor Class;

b. request a schedule for a hearing by the Court after the notice period has expired to approve the Settlement and to consider EPP Counsel's applications for attorneys' fees, reimbursement of costs and expenses, and service awards as set forth in this Settlement Agreement;

c. request a stay of all proceedings against Novartis in the End-Payor Class Action until such time as the Court renders a final decision regarding the approval of the Settlement as described below in Paragraph 5, except those proceedings provided for or required by this Settlement Agreement;

d. seek approval of an escrow agreement regarding the Settlement consideration described below in Paragraph 7;

e. seek approval for notice to the End-Payor Class substantially in the form attached hereto as Exhibit B; include a proposed form of order (substantially in the form attached as

Exhibit A), which includes such provisions as are typical in such orders, including a finding that the proposed plan of notice complies with Rule 23 and the requirements of due process; and

f. seek certification of the End-Payor Class as defined in Paragraph for purposes of settlement.

After the Court preliminarily approves the Settlement, EPPs shall, in accordance with the Preliminary Approval Order, provide End-Payor Class members with notice of the Settlement pursuant to Rule 23 of the Federal Rules of Civil Procedure substantially in the form attached hereto as Exhibit B.

4. Class Certification.

EPPs shall seek Court approval of the certification of the End-Payor Class for purposes of settlement in light of the proposed Settlement only, concurrently with their Preliminary Approval Motion. Defendants will not oppose End-Payor Class Plaintiffs' motion for class certification in connection with the proposed Settlement only. Neither this Settlement Agreement, nor any other Settlement-related document, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other Settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Novartis as to whether any class, in this case or others, may be certified for purposes of litigation and trial.

5. Motion for Final Approval and Entry of Final Judgment.

If the Court preliminarily approves this Settlement, EPPs shall submit—and Novartis shall not oppose in any court, including on appeal—a motion for final approval by the Court of this Settlement ("Final Approval Motion") after notice has been disseminated to Class Members pursuant to the Preliminary Approval Order. The Final Approval Motion shall seek entry of an

order and final judgment ("Final Approval Order") substantially in the form attached hereto as Exhibit C:

a. finding this Settlement Agreement and its terms to be a fair, reasonable, and adequate settlement as to EPPs and the End-Payor Class within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation pursuant to its terms;

b. finding that all members of the End-Payor Class ("Class Members") shall be bound by this Settlement Agreement, including the release provisions and covenant not to sue set forth in this Settlement Agreement;

c. 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;

d. incorporating the release set forth in Paragraph 11 of this Settlement Agreement, and forever barring the Releasors from asserting any Released Claims against any of the Releasees as defined below;

e. ordering that settlement funds may be disbursed as provided in the Final Approval Order or other order of the Court;

f. providing for the payment of reasonable attorneys' fees and reimbursement of costs and expenses solely from the Settlement Fund;

g. providing for payment solely from the Settlement Fund of service awards in the amount of $25,000 each to the EPPs, in addition to whatever monies each may receive from the Settlement Fund pursuant to a Court-approved plan of allocation;

h. directing that all claims by and on behalf of EPPs and the End-Payor Class be dismissed with prejudice as to Novartis and, except as provided for herein, without costs or attorney's fees recoverable under 15 U.S.C. § 15(a);

i. retaining exclusive jurisdiction over the Settlement and the Settlement Agreement, including the administration and consummation of the Settlement; and

j. directing that the judgment of dismissal with prejudice of all End-Payor Class claims against Novartis shall be final and immediately appealable pursuant to Fed. R. Civ. P. 54(b), there being no just reason for delay.

6. Finality of Settlement.

This Settlement Agreement and the Settlement shall become final upon the occurrence of all of the following (the "Effective Date"):

a. The Settlement is not terminated pursuant to Paragraph 13;

b. The Settlement is finally approved by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;

c. The Court enters the Final Approval Order described in Paragraph 5, entering a final judgment of dismissal with prejudice as to Novartis against EPPs and the End-Payor Class; and

d. The time for appeal from the Court's signing of the Final Approval Order has expired or, if the Final Approval Order is appealed, it has been resolved by agreement and withdrawn by the appealing party, or it has been affirmed by the court of last resort to which an appeal of such Final Approval Order may be taken and such affirmance has become no longer subject to further appeal or review.

7. The Settlement Fund.

a. Subject to the terms and conditions of this Settlement Agreement and the Escrow Agreement (as defined below), within fourteen (14) business days after the execution date of this Settlement Agreement, and upon receipt from EPP Counsel of wiring instructions on the recipient's letterhead that include the bank name and ABA routing number, account name, and

account number, and a signed Form W-9 reflecting a valid taxpayer identification number for the qualified settlement account in which the funds are to be deposited, Defendants shall deposit the "Settlement Fund Amount" (as defined below) into an escrow account (the "Escrow Account") held and administered by Huntington Bank (the "Escrow Agent"). The Settlement Fund Amount shall be $30 million ($30,000,000.00) in United States dollars, all in cash. The Settlement Fund Amount deposited by Defendants into the Escrow Account and any accrued interest after deposit shall become part of and shall be referred to as the "Settlement Fund."

b. The Escrow Account shall be established and administered pursuant to the Escrow Agreement attached hereto as Exhibit D (the "Escrow Agreement"). It is intended that the Escrow Account be treated as a "qualified settlement fund" for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1 and that any taxes due as a result of income earned by the Settlement Fund will be paid from the Settlement Fund. The Escrow Agent shall disburse funds from the Escrow Account only pursuant to and consistent with the express terms of this Settlement Agreement, the Preliminary Approval Order, the Final Judgment and Order, the Escrow Agreement, and as expressly authorized by any other applicable order of the Court. Interest earned by the Settlement Fund shall become part of the Settlement Fund, less any taxes imposed on such interest.

c. The Settlement Fund shall be available for distributions to members of the End-Payor Class upon the Settlement becoming final pursuant to Paragraph 6 of this Settlement Agreement, subject to deductions for payments of: (1) reasonable attorneys' fees, costs and expenses approved by the Court (and any interest awarded thereon); (2) any Court-approved service awards to the EPPs; (3) taxes payable on the Settlement Fund; and (4) any and all administrative and notice expenses associated with this litigation or the Settlement.

d. The total consideration that Novartis will pay for this Settlement shall be the Settlement Fund Amount only. No portion of the Settlement Fund Amount shall constitute, or shall be construed as constituting, a payment in lieu of treble damages, fines, penalties, punitive damages or forfeitures. Novartis shall have no liability, obligation, or responsibility of any kind in connection with the investment, disbursement, oversight, allocation or distribution of the Settlement Fund, and shall not be responsible for disputes relating to the amount, allocation, or distribution of any fees or expenses. Further, after paying the Settlement Fund Amount, Novartis shall not be liable for any additional payments to EPPs, EPP Counsel, or the End-Payor Class pursuant to this Settlement Agreement. Novartis shall not be liable for any costs, attorneys' fees, other fees, or expenses of any of EPPs' or the End-Payor Class's respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund.

8. No Injunctive Relief.

This Settlement Agreement does not include any provisions for injunctive relief.

9. Full Satisfaction; Limitation of Interest and Liability.

Class Members shall look solely to the Settlement Fund for settlement and satisfaction against Novartis of all claims that are released hereunder. Except as provided herein or by order of the Court, no Class Member shall have any interest in the Settlement Fund or any portion thereof.

10. Attorneys' Fees, Expenses and Costs, and Service Awards.

a. EPP Counsel intend to seek, solely from the Settlement Fund, attorneys' fees of up to 33 1/3% of the Settlement Fund (including a proportionate share of accrued interest but net of any reimbursed expenses awarded) plus the reimbursement of reasonable costs and expenses incurred in the prosecution of the Action, and service awards of $25,000 to each of the EPPs

("Fee and Expense Award"). Novartis agrees not to oppose in any court, including on appeal, such an application by EPP Counsel. Any attorneys' fees, expenses, costs and service awards approved by the Court, or as may be agreed, shall be payable solely out of the Settlement Fund, and EPP Counsel shall not seek payment of same from any source other than the Settlement Fund. EPPs and Class Members shall not seek payment of any attorneys' fees or costs from Novartis in this Action, or in any other action related to the Released Claims set forth below.

b. The procedures for and the allowance or disallowance by the Court of the Fee and Expense Award to be paid out of the Settlement Fund (other than Novartis's agreement not to oppose such application) are not part of this Settlement Agreement and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to the Fee and Expense Award, or any appeal from any such order, shall not operate to terminate or cancel this Settlement Agreement or provide a basis to terminate or cancel this Settlement Agreement, affect or delay the finality of the judgment approving the Settlement, or affect or delay the payment of the Settlement Fund Amount.

c. Upon the Court's Preliminary Approval Order, EPP Counsel may, without prior order of the Court, withdraw from the Settlement Fund up to $275,000 to pay for expenses associated with providing notice of the settlement to the End-Payor Class, expenses for maintaining and administering the Settlement Fund, and taxes and expenses incurred in connection with taxation matters. For purposes of clarification, such costs, fees, and expenses related to providing notice to the End-Payor Class shall be paid exclusively from the Settlement Fund. Any expenses associated with providing notice of the settlement to the End-Payor Class, expenses for maintaining and administering the Settlement Fund, and taxes and expenses

incurred in connection with taxation matters paid or incurred shall be nonrefundable if, for any reason, the Settlement Agreement is not finally approved, is terminated, or otherwise fails to become effective.

11. Releases.

a. Upon the occurrence of the Effective Date, EPPs and all Class Members, whether or not they object to the Settlement and whether or not they make a claim upon or participate in the Settlement Fund, on behalf of themselves and their respective past, present, and future parents, subsidiaries, associates, affiliates, officers, directors, employees, insurers, general or limited partners, divisions, agents, attorneys, servants, trustees, joint ventures, heirs, executors, administrators, representatives (and the parents' subsidiaries' and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing, on their own behalf and as assignee or representative of any other entity (collectively, the "Releasors"), will release and forever discharge, and covenant not to sue or otherwise seek to establish or impose liability against, Novartis and its past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, attorneys, servants, representatives (and the parents', subsidiaries', and affiliates' past, present, and future officers, directors, employees, agents, attorneys, servants, and representatives), and predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing (collectively, the "Releasees") from all manner of claims, rights, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, under federal or state laws, whether

known or unknown, foreseen or unforeseen, suspected or unsuspected, contingent or non-contingent, in law or equity, that arise out of or relate, in whole or in part in any manner to the End-Payor Class Action that accrued prior to the date of this Settlement Agreement, (collectively, this entire Paragraph represents the "Released Claims").

This Settlement Agreement is not intended to release anyone other than the Releasees, and is not on behalf of anyone other than the Releasors. For the avoidance of doubt, nothing herein shall be construed to affect a release of any kind of any claim against Par Pharmaceutical, Inc.

b. EPPs and each Class Member, on behalf of themselves and all other Releasors, hereby expressly waive, release and forever discharge, upon the Settlement becoming final, any and all provisions, rights and/or benefits conferred by § 1542 of the California Civil Code, which reads:

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

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims which are the subject matter of Paragraph 11 of the Settlement Agreement, but each Releasor hereby expressly waives and fully, finally and forever settles, releases, and discharges, upon this Settlement becoming final, any known or unknown, foreseen or unforeseen, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or

additional facts. Each End-Payor Plaintiff and Class Member also hereby expressly waives and fully, finally and forever settles, releases, and discharges any and all claims that are the subject matter of Paragraph 11 of the Settlement Agreement that it may have against any Releasees under § 17200, *et seq.*, of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction.

12. Reservation of Claims.

The intent of this Settlement is to affect a complete and total resolution of this Action to the extent of the Released Claims. Thus, notwithstanding the foregoing, the Settlement is not intended to, and does not, release any claims: (1) arising in the ordinary course of business between Releasors and the Releasees arising under Article 2 of the Uniform Commercial Code (pertaining to sales), the laws of negligence or product liability or implied warranty, breach of contract, breach of express warranty, or personal injury; (2) arising out of or in any way relating to any alleged price-fixing agreement between or among manufacturers of generic pharmaceutical products, including but not limited to Novartis or Sandoz Inc., including claims alleged in *In re: Generic Pharmaceuticals Pricing Antitrust Litig.*, MDL No. 2724, Case No. 16-MD-2724 (E.D. Pa.); and/or (3) of any sort that do not relate specifically to brand or generic Exforge.

13. Termination.

If the Court declines to finally approve this Settlement because it is not fair, reasonable or adequate, or any appellate court determines that this Settlement is not fair, reasonable or adequate, then the Settlement and this Settlement Agreement, shall be terminated. Novartis shall have the option to terminate the Settlement and this Settlement Agreement and have the Settlement Fund Amount refunded to Novartis, less any expenses or taxes paid or incurred per

Paragraph 7(c)(3) and (4), if a mutually agreed percentage of the Exforge End-Payor Class opts out of the Settlement, as described in Paragraph 14 below. If, for any reason, the Settlement does not become final in accordance with the terms of this Settlement Agreement, then (a) this Settlement Agreement shall be of no force and effect, (b) the amount of the Settlement Fund, including any and all interest earned thereon, shall be returned to Novartis within 14 calendar days after the Escrow Agent receives notice of termination as provided for in this Paragraph 13, less the costs already paid or incurred on notice, claims administration, or taxes per Paragraph 7(c)(3) and (4) and (c) any release pursuant to Paragraph 11 shall be of no force and effect. If this Settlement Agreement is terminated for any reason, EPP Counsel shall be responsible for notifying the Escrow Agent of such termination within three (3) calendar days of such termination.

14. Opt-Outs

Novartis shall have the option to terminate this Settlement Agreement if the percentage of Exforge End-Payor Class members that opt out of the Settlement exceeds a percentage set forth in a confidential supplement agreement to be filed *in camera* upon request of the Court (the "Opt-Out Percentage"), the form of which is attached hereto as Exhibit E. Any disputes regarding the application of any aspect of this Paragraph 14, including the Opt-Out Percentage, shall be resolved by the Court, with End-Payor Plaintiffs, Novartis, and the opt-outs all having the opportunity to be heard.

15. Resumption of Litigation.

The parties agree, subject to the approval of the Court, that in the event that the Settlement Agreement does not become final pursuant to Paragraph 6, litigation of the End-Payor Class Action against Novartis will resume in a reasonable manner to be approved by the Court

upon joint application by the parties hereto, subject to each party's reservation of rights to assert all substantive and procedural claims and defenses that might be available to them.

16. Preservation of Rights.

The parties hereto agree that this Settlement Agreement, whether it becomes final or not, and any and all negotiations, documents, and discussions associated with it shall, without prejudice to the rights of any party (except to the extent provided herein), not be deemed or construed to be an admission or evidence of any violation of any statute or law (or lack thereof), of any liability or wrongdoing by Novartis (or lack thereof), or of the truth (or lack thereof) of any of the claims or allegations made by EPPs or Novartis in any pleading or document, and evidence thereof shall not be discoverable or used directly or indirectly, in any way (other than to effectuate or enforce the terms of this Settlement Agreement). The parties expressly reserve all of their rights if the Settlement does not become final in accordance with the terms of this Settlement Agreement.

17. Taxes.

a. The parties to this Settlement Agreement and their counsel shall treat, and shall cause the Escrow Agent to treat, the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. The parties, their counsel, and the Escrow Agent agree that they will not ask the Court to take any action inconsistent with the treatment of the Settlement Fund in this manner. In addition, the Escrow Agent and, as required, the parties shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-l(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by

all necessary parties and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1.

b. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "Administrator" of the Settlement Fund shall be the Claims Administrator, who shall timely and properly file or cause to be filed on a timely basis, all tax returns necessary or advisable with respect to the Settlement Fund (including without limitation all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B-2(1)).

c. Any taxes (including estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund will be paid from the Settlement Fund. EPP Counsel shall be solely responsible for directing the Escrow Agent to file all informational and other tax returns necessary to report any taxable and/or net taxable income earned by the Settlement Fund. Further, EPP Counsel shall be solely responsible for directing the Escrow Agent to make any tax payments, including interest and penalties due, on income earned by the Settlement Fund. EPP Counsel shall be entitled to direct the Escrow Agent to pay from the Settlement Fund all customary and reasonable tax expenses, including professional fees and expenses incurred in connection with carrying out the Escrow Agent's or tax preparer's responsibilities as set forth in this Paragraph. Novartis shall have no responsibility to make any tax filings related to the Settlement, this Settlement Agreement, or the Settlement Fund, and shall have no responsibility to pay taxes on any income earned by the Settlement Fund, or to pay taxes with respect thereto unless the settlement is not consummated and the Settlement Fund or the net settlement fund (less the costs already expended on notice and claims administration) is returned to Novartis.

Other than as specifically set forth in the preceding sentence, Novartis shall have no responsibility for the payment of taxes or tax-related expenses. If, for any reason, for any period of time, Novartis is required to pay taxes on income earned by the Settlement Fund, the Escrow Agent shall, upon written instructions from Novartis with notice to EPP Counsel, timely pay to Novartis sufficient monies from the Settlement Fund to enable it to pay all taxes (state, federal, or other) on income earned by the Settlement Fund.

18. Binding Effect.

This Settlement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and to the Releasees. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the EPPs and their counsel shall be binding upon all Class Members.

19. Integrated Agreement.

This Settlement Agreement, together with the schedules and exhibits hereto and the documents incorporated herein by reference, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the parties hereto with respect to the transactions contemplated by this Settlement Agreement, and supersedes all prior agreements or understandings, whether written or oral, between or among any of the parties hereto with respect to the subject matter hereof. This Settlement Agreement shall not be modified in any respect except by a writing executed by all of the parties hereto.

20. Independent Settlement.

This Settlement is not conditioned on approval by any other member of the End-Payor Class or the settlement of any other case.

21. Headings.

The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

22. No Party is the Drafter.

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

23. Intended Beneficiaries.

No provision of this Settlement Agreement will provide any rights to, or be enforceable by, any person or entity that is not EPPs, EPP Counsel, a Class Member, or Novartis. Neither EPPs nor EPP Counsel may assign or otherwise convey any right to enforce or dispute any provision of this Settlement Agreement.

24. Choice of Law.

All terms of this Settlement Agreement shall be governed by federal common law.

25. Consent to Jurisdiction.

Novartis and each Class Member hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement, including, without limitation, any suit, action, proceeding, or dispute relating to the release provisions herein. Nothing in this Paragraph shall prohibit (a) the assertion in any forum in which a claim is brought that any release herein is a defense, in whole or in part, to such claim or (b) in the event that such a defense is asserted in such forum, the determination of its merits in that forum.

26. Stay of Proceedings.

Pending Court approval of the Settlement, EPPs agree to support any motion by Novartis to stay any and all proceedings against Novartis in the End-Payor Class Action other than those incident to this settlement process and to grant extensions of time with respect to any deadlines necessary to effectuate such stays.

27. Representations and Warranties.

Each party hereto represents and warrants to each other party hereto that it has the requisite authority (or in the case of natural persons, the legal capacity) to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby.

28. No Admission.

Nothing in this Settlement Agreement, nor in any document related to this Settlement Agreement, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein, shall be construed as an admission or concession in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body, or any other body or authority, present or future, by Novartis, including, without limitation, that Novartis has engaged in any conduct or practices that violate any antitrust statute or other law.

29. Notice.

Notice to Novartis pursuant to this Settlement Agreement shall be sent by United States mail and electronic mail to:

Rachel Skaistis
CRAVATH, SWAINE & MOORE LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019

(212) 474-1000
rskaistis@cravath.com

Notice to the End-Payor Class Plaintiffs pursuant to this Settlement Agreement shall be sent by United States mail and electronic mail to EPP Counsel:

Robin A. van der Meulen
DICELLO LEVITT LLC
485 Lexington Avenue
Suite 1001
New York, NY 10017
Tel: (646) 933-1000
rvandermeulen@dicellolevitt.com

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

30. Execution in Counterparts.

This Settlement Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto through their fully authorized representatives have agreed to this Settlement Agreement as of the date first herein above written.

By: _____

Rachel Skaistis
CRAVATH, SWAINE & MOORE LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000
rskaistis@cravath.com

Counsel for Novartis Pharmaceuticals Corporation and Novartis AG

By: _____

Robin A. van der Meulen
DICELLO LEVITT LLC
485 Lexington Avenue
Suite 1001
New York, NY 10017
Tel: (646) 933-1000
rvandermeulen@dicellolevitt.com

Interim Lead Counsel for End-Payor Plaintiffs and the End-Payor Class

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION **THIS DOCUMENT RELATES TO:** **All End-Payor Actions**	**Case No. 1:18-cv-04361 (AKH)**

[PROPOSED] ORDER GRANTING END-PAYOR PLAINTIFFS' UNOPPOSED MOTION FOR CERTIFICATION OF A SETTLEMENT CLASS, APPOINTMENT OF CLASS COUNSEL, PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT, APPROVAL OF THE FORM AND MANNER OF NOTICE TO THE CLASS, AND PROPOSED SCHEDULE FOR A FAIRNESS HEARING

Upon review and consideration of End-Payor Plaintiffs' Unopposed Motion for Certification of a Settlement Class, Appointment of Class Counsel, Preliminary Approval of Proposed Settlement, Approval of the Form and Manner of Notice to the Class, Proposed Schedule for a Fairness Hearing, and exhibits thereto, and any hearing thereon, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that said motion is GRANTED as follows:

Jurisdiction

1. This Order hereby incorporates by reference the definitions in the Settlement Agreement among Novartis, End-Payor Plaintiffs, and the End-Payor Class, and all capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

2. This Court has jurisdiction over each of the named plaintiffs, UFCW Local 1500 Welfare Fund And Law Enforcement Health Benefits, Inc. (collectively the "End-Payor Plaintiffs" or "EPPs") and Novartis Pharmaceuticals Corporation and Novartis AG (collectively "Novartis"), and jurisdiction over the litigation to which End-Payor Plaintiffs and Novartis are parties.

Certification of the Proposed Class

The Court makes the following determinations as required by Federal Rule of Civil Procedure 23 solely in connection with the proposed settlement:

3. Pursuant to Rule 23(c)(1)(B), the Class, which shall hereinafter be denominated "the Class," is defined as follows:

> With respect to indirect prescription purchases of Exforge and/or its AB-rated generic equivalents (the "Products") taking place between September 21, 2012 through June 30, 2018 (the "Class Period") in the District of Columbia, Arizona, California, Florida, Hawaii, Iowa, Maine, Michigan, Minnesota, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Utah, Vermont, West Virginia, or Wisconsin:
>
> i. All entities that purchased, paid for, and/or provided reimbursement for some or all of the purchase price of the Products for consumption by their members, enrollees or insureds; and
>
> ii. All individuals that purchased or paid for some or all of the purchase price of the Products without a) using a Novartis co-pay coupon or voucher while uninsured, or b) using a co-pay coupon or voucher provided by Novartis that reduced their out-of-pocket payment to less than $15.00 while insured.

Excluded from the End-Payor Class are the following:

> (a) Defendants and their counsel, officers, directors, management, employees, subsidiaries, or affiliates;
>
> (b) all federal and state governmental entities (with the exception of cities, towns, municipalities, or counties with self-funded prescription drug plans);
>
> (c) all persons or entities who purchased Exforge for purposes of resale or directly from defendants or their affiliates;
>
> (d) fully-insured health plans (plans that purchased insurance from another third-party payor covering 100 percent of the plan's reimbursement obligations to its members);
>
> (e) flat co-payors (consumers covered by plans applying the same fixed dollar co-payment to both branded and generic Exforge;
>
> (f) consumers who purchased only generic amlodipine valsartan (and not branded Exforge) under a plan that required them to make a fixed dollar copayment;
>
> (g) pharmacy benefit managers;

(h) persons or entities purchasing only branded Exforge after September 30, 2014, and not amlodipine valsartan;

(i) all counsel of record; and

(j) the court, court personnel and any member of their immediate families.

4. Pursuant to Rule 23(a)(1), the Court determines that the Class is so numerous and geographically dispersed that joinder of all members is impracticable. The Class has (at least) 50 members geographically dispersed throughout the United States, which is sufficient to satisfy the impracticality of joinder requirement of Rule 23(a)(l).

5. Pursuant to Rule 23(c)(l)(B), the Court determines that the following issues relating to claims and/or defenses (expressed in summary fashion) present common, class-wide questions:

a. whether Novartis and Par Pharmaceutical, Inc. ("Par") conspired to suppress generic competition to Exforge;

b. whether Par agreed to delay its entry into the market with generic Exforge;

c. whether Novartis made a large reverse payment to Par;

d. whether Novartis's reverse payment to Par was for a purpose other than the delayed entry of generic Exforge;

e. whether Novartis's reverse payment to Par and Par's associated delayed launch of generic Exforge were reasonably necessary to yield and/or were the least restrictive means of yielding a procompetitive benefit that is cognizable and non-pretextual;

f. whether Novartis's challenged conduct is illegal under the antitrust rule of reason;

g. whether Novartis's challenged conduct suppressed generic competition to Exforge;

h. whether Novartis possessed market or monopoly power over Exforge;

i. to the extent a relevant market must be defined, what that definition is;

j. whether the activities of Novartis's have substantially affected interstate commerce;

k. whether, and to what extent, Novartis's conduct caused antitrust injury (overcharges) to End-Payor Plaintiffs and the End-Payor Class; and

l. the quantum of overcharge damages paid by the End-Payor Class in the aggregate.

6. The Court determines that the foregoing class wide issues relating to claims and/or defenses are questions of law or fact common to the Class that satisfy Rule 23(a)(2).

7. The End-Payor Plaintiffs are hereby appointed as representatives of the Class for the following reasons:

a. The End-Payor Plaintiffs allege, on behalf of the Class, the same manner of injury from the same course of conduct that they complain of themselves, and assert on their own behalf the same legal theory that they assert for the Class. The Court therefore determines that the End-Payor Plaintiffs' claims are typical of the claims of the proposed Class within the meaning of Rule 23(a)(3); and

b. Pursuant to Rule 23(a)(4), the Court determines that the End-Payor Plaintiffs will fairly and adequately protect the interests of the Class. The End-Payor Plaintiffs' interests do not conflict with the interests of absent

members of the Class. All of the members of the Class share a common interest in proving Novartis's and Par's alleged anticompetitive conduct, and all Class Members share a common interest in recovering the overcharge damages sought in the Complaint. Moreover, any Class Member that wishes to opt out will be given an opportunity to do so. Furthermore, the End-Payor Plaintiffs are well qualified to represent the Class in this case, given the vigor with which they have prosecuted this action thus far.

8. Pursuant to Rule 23(b)(3), the Court determines that, in connection with and solely for purposes of settlement, common questions of law and fact predominate over questions affecting only individual members. In light of the classwide claims, issues, and defenses set forth above, the issues in this action that are subject to generalized proof, and thus applicable to the Class as a whole, predominate over those issues that are subject only to individualized proof. *See Sykes v. Mel S. Harris & Assocs. LLC*, 780 F.3d 70, 81-82 (2d Cir. 2015).

9. Also pursuant to Rule 23(b)(3), the Court determines that, in connection with and solely for purposes of settlement, a class action is superior to other available methods for the fair and efficient adjudication of this action. The Court believes it is desirable, for purposes of judicial and litigation efficiency, to concentrate the claims of the Class in a single action. The Court also believes that there are few manageability problems presented by a case such as this, particularly in light of the Settlement preliminarily approved in this Order.

10. Pursuant to Fed. R. Civ. P. 23(c)(l)(B) and 23(g), the Court having considered the factors provided in Rule 23(g)(1)(A), the Court appoints DiCello Levitt LLC as lead counsel, having previously appointed that firm as interim lead counsel on March 25, 2022. ECF No. 503.[1]

Preliminary Approval of the Proposed Settlement

11. Pursuant to Rule 23(e)(1)(B)(i), the Court finds that it will likely be able to approve the Settlement under Rule 23(e)(2), and therefore preliminarily approves the Settlement as set forth in the Settlement Agreement, including the releases contained therein, as being fair, reasonable and adequate to the Class based on the relevant factors under Rule 23(e)(2) and *City of Detroit v. Grinnell Corporation*, 495 F.2d 448, 463 (2d Cir. 1974), subject to the right of any class member to challenge the fairness, reasonableness, or adequacy of the Settlement Agreement and to show cause, if any exists, why a final judgment dismissing the Action against Novartis, and ordering the release of the Released Claims against Releasees, should not be entered after due and adequate notice to the Class as set forth in the Settlement Agreement and after a hearing on final approval.

12. The Court finds that the proposed settlement, which includes a cash payment of $30,000,000 by Novartis into an escrow account for the benefit of the Class (the "Settlement Fund") in exchange for, *inter alia,* dismissal of the litigation between End-Payor Plaintiffs and Novartis with prejudice and releases of certain claims against Novartis by End-Payor Plaintiffs and the Class, as set forth in the Settlement Agreement, was arrived at by arm's-length negotiations by highly experienced counsel after years of litigation and a mediation led by experienced mediator Eric D. Green, falls within the range of possibly approvable settlements,

[1] The Court initially appointed Labaton Sucharow LLP as interim lead counsel for the End-Payor Class on August 3, 2018. ECF No. 59. On March 25, 2022, the Court granted End-Payor Plaintiffs' motion to substitute DiCello Levitt for Labaton Sucharow as Interim Lead Counsel for the proposed Class of End-Payor Plaintiffs. ECF No. 503. The same attorneys have led this case throughout at both firms.

and is hereby preliminarily approved, subject to further consideration at the Fairness Hearing provided for below.

Approval of the Plan of Notice to the Class and Plan of Allocation

13. The proposed form of Notice to Class Members of the pendency of this Class Action and the proposed Settlement thereof (annexed as Exhibit B to the Settlement Agreement) satisfies the requirements of Rule 23(e) and due process, is otherwise fair and reasonable, and therefore is approved.

14. No later than __ days of the date of this Order, the class administrator shall begin the process of providing notice to the End-Payor Class in accordance with the Plan of Notice.

15. Members of the Class may request exclusion from the Class or object to the Settlement no later than __ days from the date that the Notice process begins. Class Counsel or their designee shall monitor and record any and all opt-out requests that are received.

16. Pursuant to the Class Action Fairness Act of 2005 ("CAFA"), Novartis shall serve notices as required under CAFA within 10 days from the date End-Payor Plaintiffs file the Settlement Documents with the Court. Novartis shall contemporaneously provide Class Counsel with copies of any such notices.

17. The Court appoints Angeion Group, LLC to serve as claims administrator and to assist Class Counsel in disseminating the Notice. All expenses incurred by the claims administrator must be reasonable, are subject to Court approval, and shall be payable solely from the Settlement Fund.

18. The proposed Plan of Allocation satisfies the requirements of Rule 23(e), is otherwise fair and reasonable, and is, therefore, preliminarily approved, subject to further consideration at the Final Fairness Hearing.

19. The Court appoints Huntington Bank to serve as Escrow Agent for the purpose of administering the escrow account holding the Settlement Fund. All expenses incurred by the Escrow Agent must be reasonable, are subject to Court approval, and shall be payable solely from the Settlement Fund. A copy of the Escrow Agreement executed by Huntington Bank and Class Counsel is annexed as Exhibit D to the Settlement Agreement. The Court approves the establishment of the Settlement Fund under the Settlement Agreement as a qualified settlement fund ("QSF") pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder, and retains continuing jurisdiction as to any issue that may arise in connection with the formation and/or administration of the QSF. Class Counsel are, in accordance with the Settlement Agreement, authorized to expend funds from the QSF for the payment of the costs of notice, payment of taxes, and settlement administration costs.

Final Fairness Hearing

20. A hearing on final approval (the "Fairness Hearing") shall be held before this Court at _____on _____, 2023, at the United States District Court for the Southern District of New York, 500 Pearl Street, Courtroom 14D, New York, NY 10007-1312. At the Fairness Hearing, the Court will consider, *inter alia:* (a) the fairness, reasonableness and adequacy of the Settlement and whether the Settlement should be finally approved; (b) whether the Court should approve the proposed plan of distribution of the Settlement Fund among Class members; (c) whether the Court should approve awards of attorneys' fees and reimbursement of expenses to Class Counsel; (d) whether service awards should be awarded to the End-Payor Plaintiffs; and (e) whether entry of a Final Judgment and Order terminating the litigation between End-Payor Plaintiffs and Novartis should be entered. The Fairness Hearing may be rescheduled or continued; in this event, the Court will furnish all counsel with

appropriate notice. Class Counsel shall be responsible for communicating any such notice promptly to the Class by posting a conspicuous notice on The Settlement website, www.exforgeantitrustsettlement.com.

21. Class members who wish to: (a) object with respect to the proposed Settlement; and/or (b) wish to appear in person at the Fairness Hearing, must first send an Objection and, if intending to appear, a Notice of Intention to Appear, along with a Summary Statement outlining the position(s) to be asserted and the grounds therefore together with copies of any supporting papers or briefs, via first class mail, postage prepaid, to the Clerk of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007-1312, with copies to the following counsel:

On behalf of End-Payor Plaintiffs and the Class:

Robin A. van der Meulen
DICELLO LEVITT LLC
485 Lexington Avenue
Suite 1001
New York, NY 10017
rvandermeulen@dicellolevitt.com

On behalf of Novartis:

Rachel G. Skaistis
CRAVATH, SWAINE & MOORE LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000
rskaistis@cravath.com

To be valid, any such Objection and/or Notice of Intention to Appear and Summary statement must be postmarked no later than __ days from the date that the Notice is mailed to each member of the Class). Except as herein provided, no person or entity shall be entitled to contest the terms of the proposed Settlement. All persons and entities who fail to file an

Objection and/or Notice of Intention to Appear as well as a Summary Statement as provided above shall be deemed to have waived any such objections by appeal, collateral attack, or otherwise and will not be heard at the Fairness Hearing.

22. All briefs and materials in support of the final approval of the settlement and the entry of Final Judgment proposed by the parties to the Settlement Agreement shall be filed no later than __ days before the date of the Fairness Hearing.

23. All briefs and materials in support of the application for an award of attorneys' fees and reimbursement of expenses, and service awards for the End-Payor Plaintiffs, shall be filed with the Court no later than __ days prior to the expiration of the deadline for Class members to request exclusion from the Class or object to the Settlement and/or attorney's fees, expenses, and service awards).

24. All proceedings in the action between the End-Payor Plaintiffs and Novartis are hereby stayed until such time as the Court renders a final decision regarding the approval of the Settlement and, if the Court approves the Settlement, enters Final Judgment and dismisses such actions with prejudice.

25. Neither this Order, nor the Settlement Agreement, nor any other Settlement-related document, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other Settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Novartis as to the validity of any claim that has been or could have been asserted by End-Payor Plaintiffs against Novartis or as to any liability by Novartis as to any matter set forth in this Order, or as to whether any class, in this case or others, may be certified for purposes of litigation and trial.

SO ORDERED this ____ day of _____, 2023

_____
The Honorable Alvin K. Hellerstein
United States District Judge

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

If you paid for or provided reimbursement for some or all of the purchase price of brand or generic Exforge® (fixed combination of amlodipine and valsartan tablets),

You Could Get a Payment from a Class Action Lawsuit.
A Federal Court ordered this Class Notice.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT, SO PLEASE READ THIS NOTICE CAREFULLY.

This is not a solicitation from a lawyer. You are not being sued.

The purpose of this Notice is to alert you of a proposed settlement in a lawsuit (the "Lawsuit") brought by UFCW Local 1500 Welfare Fund and Law Enforcement Health Benefits, Inc. (the "End-Payor Plaintiffs" or "EPPs")), on behalf themselves and similarly situated consumers and third-party payors who indirectly purchased, paid for, and/or reimbursed for some or all of the purchase price for brand or generic Exforge against Novartis Pharmaceuticals Corp. and Novartis AG ("Novartis") and Par Pharmaceutical, Inc. (collectively, "Par," and, together with Novartis, "Defendants"). The proposed settlement only concerns EPPs' claims against Novartis.

The proposed settlement is with Novartis and will provide **$30,000,000** in cash to resolve the End-Payor Class's claims against Novartis (the "Settlement").

Separate and apart from the proposed settlement with Novartis and in light of Par having filed for bankruptcy on August 16, 2022 in the United States District Court for the Southern District of New York, Case No. 22-22546, the EPPs have stipulated to dismiss with prejudice their claims against Par in this Lawsuit. This means that that the EPPs are no longer pursuing claims on behalf of the Class against Par. The EPPs' dismissal of their claims against Par does not impact your rights under the proposed settlement with Novartis.

The Court has scheduled a hearing to decide on final approval of the settlement with Novartis, the plan for allocating the Settlement Fund to End-Payor Class Members (summarized in the response to Question 8 below), and Class Counsel's request for settlement administration costs, attorneys' fees, reimbursement of Class Counsel's out-of-pocket expenses and costs, and service awards to EPPs. That hearing is scheduled for _____, 2023before U.S. District Court Judge Alvin K. Hellerstein in Courtroom 14D of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, NY 10007.

Judge Alvin K. Hellerstein of the United States District Court for the Southern District of New York has determined that the Lawsuit can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. The "End-Payor Class" (or "Class") is defined as follows:

With respect to indirect prescription purchases of Exforge and/or its AB-rated generic equivalents (the "Products") taking place between September 21, 2012 through June 30, 2018 (the "Class Period") in the District of Columbia, Arizona, California, Florida, Hawaii, Iowa, Maine, Michigan, Minnesota, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Utah, Vermont, West Virginia, or Wisconsin:

i. All entities that purchased, paid for, and/or provided reimbursement for some or all of the purchase price of the Products for consumption by their members, enrollees or insureds; and

ii. All individuals that purchased or paid for some or all of the purchase price of the Products without a) using a Novartis co-pay coupon or voucher while uninsured, or b) using a co-pay coupon or voucher provided by Novartis that reduced their out-of-pocket payment to less than $15.00 while insured.

Excluded from the Class are:

(a) Defendants and their counsel, officers, directors, management, employees, subsidiaries, or affiliates;

(b) all federal and state governmental entities (with the exception of cities, towns, municipalities, or counties with self-funded prescription drug plans);

(c) all persons or entities who purchased Exforge for purposes of resale or directly from defendants or their affiliates;

(d) fully-insured health plans (plans that purchased insurance from another third-party payor covering 100 percent of the plan's reimbursement obligations to its members);

(e) flat co-payors (consumers covered by plans applying the same fixed dollar co-payment to both branded and generic Exforge);

(f) consumers who purchased only generic amlodipine valsartan (and not branded Exforge) under a plan that required them to make a fixed dollar copayment;

(g) pharmacy benefit managers;

(h) persons or entities purchasing only branded Exforge after September 30, 2014, and not amlodipine valsartan;

(i) all counsel of record; and

(j) the court, court personnel and any member of their immediate families.

The proposed settlement will affect the rights of all members of the Class, as defined above, unless they exclude themselves from the Class.

The Court still has to decide whether to give Final Approval to the proposed settlement with Novartis.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM FORM	If you did not exclude yourself from the Class prior to the _____, 2023, deadline and believe you are a Class Member, you will need to complete and return a Claim Form to obtain a share of the Settlement Fund. The Claim Form, and information on how to submit it, are available on the Settlement website. Claim Forms must be postmarked (if mailed) or received (if submitted online) on or before _____, 2023. See **Question 7** for more information**.**
EXCLUDE YOURSELF FROM THE CLASS	You may choose to exclude yourself (i.e., "opt out") from the Class. If you decide to exclude yourself, you will not be bound by any decision in this Lawsuit relating to Novartis. This is the only option that allows you to ever be part of any legal action other than this Lawsuit relating to the legal claims against Novartis in this case.
OBJECT TO THE SETTLEMENT	If you object to any part or all of the proposed settlement but you do not wish to exclude yourself from the Class, write to the Court about why you do not like the proposed settlement. See **Question 12**.
GET MORE INFORMATION	If you would like to receive more information about the proposed settlement, you can (1) send questions to the lawyers identified in this Notice, (2) visit the settlement website at www.exforgeantitrustsettlement.com, and/or (3) attend the hearing at which the Court will evaluate the proposed settlement.

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BASIC INFORMATION

1. Why did I receive this Notice?

A federal court authorized this Notice because you have a right to know that you may be part of the Class and about all of your options under the proposed Settlement. This Notice explains the Lawsuit and the Settlement; describes the Class whose rights may be affected by the Settlement; and explains your legal rights. Note that you may have received this Notice in error; simply receiving this Notice does not mean that you are definitely a member of the Class. You may confirm that you are a member of the Class by reviewing the criteria set forth in **Question 5** below. You may also call, email, or write to the lawyers in this case at the telephone numbers or addresses listed in **Question 12** below.

2. What is the Lawsuit about?

End-Payor Plaintiffs UFCW Local 1500 Welfare Fund and Law Enforcement Health Benefits, Inc. filed lawsuits individually and as representatives of all persons or entities in the Class.

The Lawsuit alleges that Defendants violated certain state antitrust, consumer protection, and unjust enrichment laws, harming competition and causing Class Members to overpay for brand and generic Exforge. Specifically, EPPs allege that by September 21, 2012, Novartis, the manufacturer of brand Exforge, and Par, a generic pharmaceutical company, entered into a "pay for delay" or "reverse payment" agreement. A "pay for delay" or "reverse payment" agreement, generally speaking, is an agreement in which a brand name drug company provides compensation to a generic competitor, and in return, the generic competitor agrees to stop challenging, or stop trying to invent around, the brand company's patent and agrees to delay launching its generic product. Absent the alleged "pay for delay" agreement, the EPPs claim, Par would have launched generic Exforge earlier than September 30, 2014, the date on which Par actually launched generic Exforge. EPPs also claim that Novartis would have launched their own competing generic version of Exforge, an "authorized generic," at or about the same time absent this alleged "pay for delay" agreement. EPPs allege that the prices for brand and generic Exforge were higher than they would have been absent the challenged unlawful conduct. A copy of the operative class action complaint, which was filed on July 17, 2018, is available at www.exforgeantitrustsettlement.com, a website designed to keep Class Members informed of the status of the Settlement.

Novartis denies these allegations, including that the EPPs or Class Members are entitled to damages or other relief.

There has been no determination by the Court or a jury that the allegations against Novartis have been proven or that, if proven, Novartis's conduct caused harm to the Class. This Notice is not an expression of any opinion by the Court as to the claims against Novartis or Par or the defenses asserted by Novartis or Par. Judge Alvin K. Hellerstein of the United States District Court for the

Southern District of New York is overseeing this class action and the settlement. The lawsuit is known as *In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (AKH).

3. Why is this Lawsuit a class action?

In a class action lawsuit, one or more persons or entities sue on behalf of others who have similar claims. Together, all these persons or entities make up the "class" and are called the "class" or "class members." The entities that filed suit—UFCW Local 1500 Welfare Fund and Law Enforcement Health Benefits, Inc.—are called the "plaintiffs" (or "class representatives"). The companies that are sued, in this case Novartis and Par, are called the "Defendants."

In a class action lawsuit, one court resolves the issues for everyone in the class, except for those class members who exclude themselves from the class.

For purposes of this proposed settlement, the Court decided that this Lawsuit can proceed as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. The common legal and factual questions include:

- Whether Novartis conspired with Par to suppress generic competition to Exforge;
- Whether Novartis's conduct caused the EPPs and Class Members to pay higher prices than they otherwise would have; and
- Whether the alleged conduct is illegal under state antitrust and consumer protection laws.

A copy of the Court's preliminary approval order certifying the Class may be found at www.exforgeantitrustsettlement.com.

4. Why is there a Settlement with Novartis?

The Settlement is the product of extensive negotiations between EPP Class Counsel and counsel for Novartis, after lengthy, hard-fought litigation. At the time of the Settlement, (i) fact discovery was complete, (ii) expert reports had been exchanged and experts examined, and (iii) motions for class certification and summary judgment were fully-briefed and awaiting resolution by the Court. By settling, the EPPs and Novartis avoid the cost and risks of trial and possible appeals. The Settlement, if approved by the Court, ensures that the End-Payor Class will receive compensation for harm arising from Defendants' alleged scheme to delay the market entry of less expensive, generic versions of Exforge.

EPPs and EPP Class Counsel believe that the terms of the Settlement, including payment by Novartis of $30 million in exchange for a release of the End-Payor Class's claims against Novartis are fair, adequate, and reasonable, and in the best interests of the Class.

WHO CAN PARTICIPATE IN THE SETTLEMENT?

To see if you are in the Class and, if so, how you will be able to share in the Settlement, you need to determine whether you may be a Class Member.

5. Am I part of the Class?

End Payors included individuals and third-party payors ("TPPs"). TPPs are entities (besides the patient) that provide payment or reimbursement for health care expenses, like prescription drug benefits. They include entities such as health insurance companies, self-insured health and welfare plans that make payments from their own funds, and other health benefit providers and entities with self-funded plans that contract with a health insurer or administrator to administer their prescription drug benefits. TPPs include such private entities that may provide prescription drug benefits for current or former public employees and/or public benefits programs, but only to the extent that such a private entity purchased for consumption by its members, employees, insureds, participants, or beneficiaries, brand or generic Exforge. You are a member of the Class if you are an End Payor and you purchased or provided reimbursement for prescription drugs as described below.

You are a member of the Class if you purchased or paid for brand and generic Exforge between September 21, 2012 through June 30, 2018 in the District of Columbia, Arizona, California, Florida, Hawaii, Iowa, Maine, Michigan, Minnesota, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Utah, Vermont, West Virginia, or Wisconsin.

You are not a member of the Class if you are among the following:

- Defendants and their counsel, officers, directors, management, employees, subsidiaries, or affiliates;
- all federal and state governmental entities (with the exception of cities, towns, municipalities, or counties with self-funded prescription drug plans);
- all persons or entities who purchased Exforge for purposes of resale or directly from defendants or their affiliates;
- fully-insured health plans (plans that purchased insurance from another third-party payor covering 100 percent of the plan's reimbursement obligations to its members);
- flat co-payors (consumers covered by plans applying the same fixed dollar co-payment to both branded and generic Exforge;

- consumers who purchased only generic amlodipine valsartan (and not branded Exforge) under a plan that required them to make a fixed dollar copayment;
- a consumer that used a Novartis co-pay coupon or voucher while uninsured
- a consumer using a co-pay coupon or voucher provided by Novartis that reduced their out-of-pocket payment to less than $15.00 while insured
- pharmacy benefit managers;
- persons or entities purchasing only branded Exforge after September 30, 2014, and not amlodipine valsartan;
- all counsel of record; and
- the court, court personnel and any member of their immediate families.

People who or entities that submitted a valid exclusion request before the _____, 2023, exclusion deadline described in the previous notice of this Lawsuit sent to all Class Members are also excluded.

If you are not sure whether you are included, you may call, email, or write to the Claims and Notice Administrator in this case at the telephone number, email address, or address listed in **Question 7** below.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Novartis has agreed to pay $30,000,000 in cash into an interest-bearing escrow account (the "Settlement Fund") for the benefit of the Class.

If the Settlement is approved by the Court and becomes final, EPP Class Counsel will seek approval from the Court to obtain from the Settlement Fund: (i) reimbursement of reasonable costs and expenses incurred by EPP Class Counsel in connection with the Settlement and the litigation; (ii) attorneys' fees for EPP Class Counsel of up to 33 1/3% of the Settlement Fund; and (iii) payment for service awards to EPPs in recognition of their efforts to date on behalf of the Class. The remainder after payment of the above expenses and payment of any Administration Expenses (the "Net Settlement Fund") will be divided among Class Members that timely return valid, approved Claim Forms pursuant to the Plan of Allocation, which is subject to Court approval.

Class Counsel will ask for a service award for the EPPs of up to $25,000 each from the Settlement Fund in recognition of their efforts to date on behalf of the Class.

In exchange, EPPs' and the Class's claims against Novartis will be dismissed with prejudice, and Novartis will be released by Class Members from all claims concerning the subject matter of or acts, omissions, or other conduct alleged in the operative complaint. The full text of the release is included in the Settlement, which is available at www.exforgeantitrustsettlement.com.

The Settlement may be terminated if, for example, the Court does not approve the Settlement. If the Settlement is terminated, the Lawsuit will proceed against Novartis as if a settlement had not been reached.

HOW YOU GET A PAYMENT: SUBMITTING A CLAIM FORM

7. How can I get a payment?

To be eligible to receive a payment if the Court approves the Settlement, all Class Members must complete and submit a valid Claim Form to request their *pro rata* shares of the Net Settlement Fund. You will not be responsible for calculating the amount you are entitled to receive. You can get a Claim Form at www.exforgeantitrustsettlement.com or by calling 1-833-741-2334 or writing to the email: info@exforgeantitrustsettlement.com, or the address below and requesting a Claim Form. Claim Forms must be received (if submitted online) or postmarked (if mailed) by _____**, 2023**, and may be submitted online at www.exforgeantitrustsettlement.com or mailed to the address below:

Novartis and Par Antitrust Litigation
c/o Claims and Notice Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

8. How much will my payment be?

Each Class Member's share of the Net Settlement Fund will be based on its qualifying purchases of brand or generic Exforge and will be determined according to the EPPs' proposed Plan of Allocation, if approved by the Court. Payments will be based on a number of factors, including the number of valid claims filed by all members of the Class and the dollar value of each member of the Class's purchase(s) in proportion to the total claims filed. Complete details of how your recovery will be calculated are in the detailed Plan of Allocation, which can be viewed at www.exforgeantitrustsettlement.com.

9. When would I get my payment?

The Court must approve the Settlement and any appeals of that decision must be resolved before any money is distributed to Class Members. The Claims and Notice Administrator must also complete processing of all of the Claim Forms and determine distribution amounts. This process can take several months.

EXCLUDING YOURSELF FROM THE CLASS AND THE SETTLEMENT

10. What If I Don't Want to Be Part of the Class?

If you decide that you do not want to be part of the Class, you may exclude yourself from the Class (*i.e.*, "opt out" of the Class) on or before _____, 2023. To exclude yourself from the Class, you must send an email or mail a letter stating that you want to exclude yourself from the Class to the Notice and Claims Administrator at info@exforgeantitrustsettlement.com, or:

Novartis and Par Antitrust Litigation
Attn: Exclusion Request
P.O. Box 58220
Philadelphia, PA 19102

Your email or letter must include:

- Your full name, current mailing address, email address, and telephone number; and
- A statement that you want to be excluded from this class action lawsuit (e.g., "I/we hereby request that I/we be excluded from the Class in *In re Novartis and Par Antitrust Litigation*.")

Your letter requesting exclusion must be postmarked no later than _____, 2023. This will be the only opportunity you will have to exclude yourself from the Class.

In addition, any entity (whether a member of the Class or not) that wants to exclude (or "opt out") from the Class the claims of Class Members the entity claims to represent (*e.g.*, welfare funds or employers for whom the entity acts as an Administrative Services Organization) must also provide a declaration under oath from an authorized representative of each such Class Member attesting to the entity's authority to opt the Class Member's claims out of the Class, and include the language in any written agreement that provides the entity with such authority. The entity seeking to opt out the Class Member must email this information to the Notice and Claims Administrator at info@exforgeantitrustsettlement.com, or mail their letter postmarked (to the Notice and Claims Administrator at the address above), no later than _____, 2023.

If you exclude yourself from the Class, you will not get a share of the Net Settlement Fund and you will not be legally bound by anything that happens in the Lawsuit between EPPs and Novartis, and you may be able to sue (or continue to sue) Novartis in the future about the legal issues in this case. If you exclude yourself from the Class so that you can start, or continue, your own lawsuit against Novartis, you should talk to your own lawyer as soon as possible, because your claims will be subject to a statute of limitations, which means that your claims will expire if you do not take timely action. You need to contact your own lawyer about this issue.

If you do not exclude yourself from the Class, you will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Novartis arising from the claims released as part of the settlement, including claims brought in the case between EPPs and Novartis. All of the Court's orders in *In re Novartis and Par Antitrust Litigation,* Civil Action No. 1:18-cv-04361 (AKH) (S.D.N.Y.) relating to claims against Novartis will apply to you and legally bind you. You will also be bound by the proposed settlement between EPPs and Novartis if the Court grants Final Approval to the proposed settlement and enters final judgment in the case between the Plaintiffs and Novartis.

11. If I Don't Exclude Myself, Can I Sue Novartis for the Same Conduct Later?

No. If you remain in the Class and the settlement is approved by the Court, you give up your right to sue Novartis relating to your purchases of brand and generic Exforge. That is called "releasing" your claims and potential claims against Novartis relating to your purchases of Exforge and/or generic Exforge. The full text of the release is included in the Settlement Agreement at Paragraph 11.

If you have your own pending lawsuit, speak to your lawyer in that case immediately, because you must exclude yourself from this Class to continue your own lawsuit against Novartis. Remember, the exclusion deadline is _____, 2023.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with any part of the Settlement and/or EPP Class Counsel's request for attorneys' fees and reimbursement of expenses by filing an objection.

12. How do I tell the Court what I think about the Settlement?

If you are a Class Member, you can ask the Court to deny approval of the Settlement by filing an objection. You may tell the Court that you object, entirely or in part, to the Settlement and/or EPP Class Counsel's request for attorneys' fees and reimbursement of expenses and EPPs' request for service awards. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the Lawsuit against Novartis will continue. If that is what you want to happen, you must object. You may also ask the Court to speak in person at the Fairness Hearing.

Any objection to the Settlement and/or requests to speak in person at the Fairness Hearing must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers and/or requests to speak in person at the Fairness Hearing must (a) include your name, address, telephone number, and signature and clearly identify

the case name and number (*In re Novartis and Par Antitrust Litigation*, Civil Action No. 1:18-cv-04361 (S.D.N.Y.)); (b) provide a summary statement outlining the position to be asserted and the grounds for the objection, including whether the objection applies only to you, to a specific subset of the Class, or to the entire Class, together with copies of any supporting papers or briefs; (c) be submitted to the Court either by filing them electronically via the Court's Case Management/Electronic Case Files (CM/ECF) system or by mailing it to the Clerk of the United States District Court for the Southern District of New York Daniel Patrick Moynihan U.S. Courthouse 500 Pearl Street, New York, NY 10007; and (d) also be mailed to EPP Class Counsel and Defense Counsel below:

EPP Class Counsel	Counsel for Novartis
Robin A. van der Meulen **DICELLO LEVITT LLC** 485 Lexington Avenue, Suite 1001 New York, NY 10017 Tel: (646) 933-1000 rvandermeulen@dicellolevitt.com	Rachel Skaistis **CRAVATH, SWAINE & MOORE LLP** Worldwide Plaza 825 Eighth Avenue New York, NY 10019 Tel: (212) 474-1000 rskaistis@cravath.com

All objections must be postmarked no later than _____, 2023.

IF YOU DO NOTHING

13. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will remain in the Class and be bound by the decision in the Action and on the Settlement, but you may not participate in the Settlement as described in this Notice, if the Settlement is approved. To participate in the Settlement, you must complete, sign, and return the Claim Form before the claims filing deadline provided on the Claim Form and on the Settlement website to be eligible to receive a payment.

THE LAWYERS REPRESENTING THE CLASS

14. Do I have a lawyer in this case?

The law firms listed below have been appointed by the Court as Class Counsel for the Class. EPP Class Counsel for the Class are experienced in handling similar cases against other companies. EPP Class Counsel for the Class are:

Robin A. van der Meulen
DICELLO LEVITT LLC
485 Lexington Avenue, Suite 1001
New York, NY 10017
rvandermeulen@dicellolevitt.com

You will not be personally charged for the services of these lawyers in litigating this case against the Defendants.

15. Should I hire my own lawyer?

You do not need to hire your own lawyer because the lawyers appointed by the Court are working on your behalf. You may hire a lawyer and enter an appearance through your lawyer at your own expense if you so desire.

16. How will the lawyers be paid?

EPP Class Counsel, together with other Plaintiffs' Counsel, have been prosecuting the Lawsuit on a contingent basis and have not been paid for any of their work. If the Court approves the Settlement, EPP Class Counsel, on behalf of itself and Plaintiffs' Counsel, will ask the Court for an award of attorneys' fees of up to 33 1/3% of the Settlement Fund, which will include any accrued interest, and reimbursement of litigation expenses of up to $_____. EPP Class Counsel will also ask for service awards of $25,000 for each of the Class Representatives from the Settlement Fund for their efforts to date on behalf of the End-Payor Class. If the Court grants EPP Class Counsel's requests, these amounts would be deducted from the Settlement Fund. You will not have to pay these fees, expenses, and costs out of your own pocket. The Administrative Expenses for the Settlement will also be paid out of the Settlement Fund.

EPP Class counsel has agreed to share the awarded attorneys' fees with Plaintiffs' Counsel, all of whom have assisted in the litigation of the Lawsuit: Grant & Eisenhofer, 485 Lexington Ave., 29th Floor, New York, NY 10017; Labaton Sucharow LLP, 140 Broadway, New York, NY 10005; Fine Kaplan & Black R.P.C., One South Broad Street, Suite 2300, Philadelphia, PA 19107; and Hartley LLP, 101 W. Broadway, Ste 820, San Diego, CA 92101. Payment to these law firms will in no way increase the fees that are deducted from the Settlement Fund.

EPP Class Counsel's request for an award of attorneys' fees and reimbursement of expenses and for possible service awards for the EPPs will be filed with the Court and made available for download or viewing on or before _____, 2023 on the Settlement website at info@exforgeantitrustsettlement.com, on the Court docket for this case, for a fee, through the Court's Case Management/Electronic Case Files (CM/ECF) system or by mailing it to the Clerk of the United States District Court for the Southern District of New York Daniel Patrick Moynihan U.S. Courthouse 500 Pearl Street, New York, NY 10007, Monday through Friday, excluding Court

holidays. You can tell the Court you do not agree with EPP Lead Counsel's request for attorneys' fees and expenses, or for service awards for the Class Representatives, by filing an objection as described in **Question 12**.

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a Fairness Hearing at XX:XX on _____, 2023 in Courtroom 14D of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan U.S. Courthouse, 500 Pearl Street, New York, NY 10007. At this hearing, the Court will consider whether the settlement with Novartis is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The date and time of the hearing is subject to change. Notice of such change will be posted at www.exforgeantitrustsettlement.com.

18. Do I have to come to the hearing?

No. EPP Lead Counsel will answer questions that the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it; as long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Attendance is not necessary to receive a *pro rata* share of the Settlement Fund.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing, either in person or through your own attorney, if you file a request to speak in person. See **Question 12.** If you appear through your own attorney, you are responsible for paying that attorney.

GETTING MORE INFORMATION

20. Are more details available?

You can review relevant decisions and orders and additional information about this Lawsuit on the Settlement website at http://www.exforgeantitrustsettlement.com. You may also contact the Claims and Notice Administrator, by mail, at Novartis and Par Antitrust Class Action, c/o Claims and Notice Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, by email at: info@exforgeantitrustsettlement.com, or phone at 1-833-741-2334. Complete copies of all public

pleadings, Court rulings, and other filings are available for review by accessing the Court docket for this case, for a fee, through the Court's Case Management/Electronic Case Files (CM/ECF) system or by mailing it to the Clerk of the United States District Court for the Southern District of New York Daniel Patrick Moynihan U.S. Courthouse 500 Pearl Street, New York, NY 10007, Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS CASE.

DATED: _____, 2023 BY ORDER OF THE UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK, ALVIN K. HELLERSTEIN

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION **THIS DOCUMENT RELATES TO:** **All End-Payor Actions**	**Case No. 1:18-cv-04361 (AKH)**

[PROPOSED] ORDER GRANTING FINAL JUDGMENT AND ORDER OF DISMISSAL APPROVING END-PAYOR PLAINTIFFS' CLASS SETTLEMENT AND DISMISSING END-PAYOR PLAINTIFFS' CLASS CLAIMS

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, and in accordance with the terms of the Settlement Agreement dated February 10, 2023, between plaintiffs UFCW Local 1500 Welfare Fund and Law Enforcement Health Benefits, Inc. (together, the "End-Payor Plaintiffs" or "EPPs"), and on behalf of the Class defined below (together with the End-Payor Plaintiffs, the "Plaintiffs"), and Defendants Novartis Pharmaceuticals Corporation and Novartis AG (collectively "Novartis"), it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. This Final Judgment and Order of Dismissal hereby incorporates by reference the definitions in the Settlement Agreement among End-Payor Plaintiffs and Novartis, and all capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

2. The following class (the "Class" or "End-Payor Class") has been certified under Fed. R. Civ. P. 23(b)(3):

> With respect to indirect prescription purchases of Exforge and/or its AB-rated generic equivalents (the "Products") taking place between September 21, 2012 through June 30, 2018 (the "Class Period") in the District of Columbia, Arizona, California, Florida, Hawaii, Iowa, Maine, Michigan, Minnesota, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Utah, Vermont, West Virginia, or Wisconsin:

i. All entities that purchased, paid for, and/or provided reimbursement for some or all of the purchase price of the Products for consumption by their members, enrollees or insureds; and

ii. All individuals that purchased or paid for some or all of the purchase price of the Products without a) using a Novartis co-pay coupon or voucher while uninsured, or b) using a co-pay coupon or voucher provided by Novartis that reduced their out-of-pocket payment to less than $15.00 while insured.

Excluded from the End-Payor Class are the following:

(a) Defendants and their counsel, officers, directors, management, employees, subsidiaries, or affiliates;

(b) all federal and state governmental entities (with the exception of cities, towns, municipalities, or counties with self-funded prescription drug plans);

(c) all persons or entities who purchased Exforge for purposes of resale or directly from defendants or their affiliates;

(d) fully-insured health plans (plans that purchased insurance from another third-party payor covering 100 percent of the plan's reimbursement obligations to its members);

(e) flat co-payors (consumers covered by plans applying the same fixed dollar co-payment to both branded and generic Exforge;

(f) consumers who purchased only generic amlodipine valsartan (and not branded Exforge) under a plan that required them to make a fixed dollar copayment;

(g) pharmacy benefit managers;

(h) persons or entities purchasing only branded Exforge after September 30, 2014, and not amlodipine valsartan;

(i) all counsel of record; and

(j) the court, court personnel and any member of their immediate families.

3. The Court previously appointed the Class Representatives UFCW Local 1500 Welfare Fund And Law Enforcement Health Benefits, Inc. The Court previously appointed

DiCello Levitt LLC as Lead Counsel for the Class ("Class Counsel"). The Class Representatives and Class Counsel have fairly and adequately represented the interests of the Class and satisfied the requirements of Fed. R. Civ. P. 23(g).

4. The Court has jurisdiction over these actions, each of the parties, and all members of the Class for all manifestations of this case, including this Settlement.

5. The notice of settlement (substantially in the form presented to this Court as Exhibit B to the Settlement Agreement) (the "Notice") directed to the members of the Class, constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided for individual notice to all members of the Class who were identified through reasonable efforts. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Class members to object to the Settlement.

6. Due and adequate notice of the proceedings having been given to the Class and a full opportunity having been offered to the Class to participate in the _____, 2023 Fairness Hearing, it is hereby determined that all Class members are bound by this Order and Final Judgment.

7. The Settlement of this End-Payor Plaintiffs Class Action was not the product of collusion between the End-Payor Plaintiffs and Novartis or their respective counsel, but rather was the result of *bona fide* and extensive arm's-length negotiations conducted in good faith between Class Counsel and counsel for Novartis, with the assistance of a mediator, Eric D. Green.

8. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement, and finds that the Settlement is, in all respects, fair, reasonable and adequate to Class members and in their best interests. Accordingly, the Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

9. The Court hereby approves the Plan of Allocation of the Settlement Fund as proposed by Class Counsel (the "Plan of Allocation"), which was summarized in the Notice of Proposed Settlement and is attached to Plaintiffs' Motion for Final Approval of Settlement, and directs Angeion Group, the firm retained by Class Counsel and previously appointed by the Court as the Claims Administrator, to distribute the net Settlement Fund as provided in the Plan of Allocation.

10. All claims brought by the End-Payor Plaintiffs against Novartis in *In re: Novartis and Par Antitrust Litigation*, 18-cv-04361-AKH (S.D.N.Y.) (the "End-Payor Class Action") are hereby dismissed with prejudice, and without costs (other than as provided herein).

11. Upon the Settlement Agreement becoming final in accordance with Paragraph 6 of the Settlement Agreement, EPPs and all Class Members, whether or not they object to the Settlement and whether or not they make a claim upon or participate in the Settlement Fund, on behalf of themselves and their respective past, present, and future parents, subsidiaries, associates, affiliates, officers, directors, employees, insurers, general or limited partners, divisions, agents, attorneys, servants, trustees, joint ventures, heirs, executors, administrators, representatives (and the parents' subsidiaries' and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing, on their own behalf and as assignee or representative of any other entity (collectively, the "Releasors"), will

release and forever discharge, and covenant not to sue or otherwise seek to establish or impose liability against, Novartis and its past, present, and future parents, subsidiaries, divisions, affiliates, joint ventures, stockholders, officers, directors, management, supervisory boards, insurers, general or limited partners, employees, agents, attorneys, servants, representatives (and the parents', subsidiaries', and affiliates' past, present, and future officers, directors, employees, agents, attorneys, servants, and representatives), and predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing (collectively, the "Releasees") from all manner of claims, rights, debts, obligations, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, under federal or state laws, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, contingent or non-contingent, in law or equity, that arise out of or relate, in whole or in part in any manner to the End-Payor Class Action that accrued prior to the date of this Settlement Agreement, (collectively, this entire paragraph represents the "Released Claims").

12. In addition, End-Payor Plaintiffs and each Class member, on behalf of themselves and all other Releasors, hereby expressly waive, release and forever discharge, upon the Settlement becoming final, any and all provisions, rights and/or benefits conferred by § 1542 of the California Civil Code, which reads:

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

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she or it knows or believes to

be true with respect to the claims which are the subject matter of Paragraph 11 of the Settlement Agreement, but each Releasor hereby expressly waives and fully, finally and forever settles, releases, and discharges, upon this Settlement becoming final, any known or unknown, foreseen or unforeseen, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each End-Payor Plaintiff and member of the Class also hereby expressly waives and fully, finally and forever settles, releases, and discharges any and all claims that are the subject matter of Paragraph 11 of the Settlement Agreement that it may have against any Releasees under § 17200, et seq., of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction.

13. As set forth in Paragraph 12 of the Settlement Agreement (with subheading "Reservation of Claims"), the release set forth in Paragraph 11 of the Settlement Agreement (and in Paragraphs 11 and 12 of this Order) shall not release any claims between End-Payor Plaintiffs, members of the Class, and the Releasors, on the one hand, and Novartis and the Releasees, on the other (a) arising in the ordinary course of business between Releasors and Releasees under Article 2 of the Uniform Commercial Code (pertaining to sales), the laws of negligence or product liability or implied warranty, breach of contract, breach of express warranty, or personal injury; (b) arising out of or in any way relating to any alleged price-fixing agreement between or among manufacturers of generic pharmaceutical products, including but not limited to Novartis or Sandoz Inc., including claims alleged in *In re: Generic Pharmaceuticals Pricing Antitrust Litig.*, MDL No. 2724, Case No. 16-MD-2724 (E.D. Pa.); and/or (c) of any sort that do not relate specifically to brand or generic Exforge.

14. Class Counsel have moved for an award of attorneys' fees, reimbursement of expenses and service awards for the Class Representatives. Class Counsel request an award of attorneys' fees of 33 1/3% of the Settlement amount (including the interest accrued thereon), reimbursement of the reasonable costs and expenses incurred in the prosecution of this action in the amount of $ _____, and service awards of $25,000 each to the Class Representatives, and such motion has been on the docket and otherwise publicly available since _____, 2023.

15. Upon consideration of Class Counsel's petition for fees, costs and expenses, Class Counsel are hereby awarded attorneys' fees totaling $_____ (representing _____ % of the Settlement Fund) and costs and expenses totaling $_____, together with a proportionate share of the interest thereon from the date the funds are deposited in the Settlement Escrow Account until payment of such attorneys' fees, costs, and expenses, at the rate earned by the Settlement Fund, to be paid solely from the Settlement Fund and only if and after the Settlement becomes final in accordance with Paragraph 6 of the Settlement Agreement.

16. Upon consideration of Class Counsel's petition for service awards for Class Representatives, UFCW Local 1500 Welfare Fund And Law Enforcement Health Benefits, Inc. are each hereby awarded $_____, to be paid solely from the Settlement Fund and only if and after the Settlement becomes final in accordance with Paragraph 6 of the Settlement Agreement.

17. Class Counsel DiCello Levitt shall allocate and distribute such attorneys' fees, costs, and expenses among the various other class counsel which have participated in this litigation. The Releasees shall have no responsibility for, and no liability whatsoever with respect to, any payment or disbursement of attorneys' fees, expenses, costs or service awards among

Class Counsel and/or Class Representatives, nor with respect to any allocation of attorneys' fees, expenses, costs, or service awards to any other person or entity who may assert any claim thereto.

18. Class Counsel DiCello Levitt is authorized to pay or distribute costs and expenses and distribute service awards authorized and approved by this Final Judgment and Order upon entry of this Order. Class Counsel DiCello Levitt is authorized to pay attorneys' fees _____. The attorneys' fees, costs, expenses, and service awards authorized and approved by this Final Judgment and Order shall constitute full and final satisfaction of any and all claims that End-Payor Plaintiffs and any Class member, and their respective counsel, may have or assert for reimbursement of fees, costs, and expenses, and service awards, and End-Payor Plaintiffs and members of the Class shall not seek or demand payment of any fees and/or costs and/or expenses and/or service awards from Novartis other than from the Settlement Fund.

19. The Court retains exclusive jurisdiction over the Settlement and the Settlement Agreement as described therein, including the administration and consummation of the Settlement, and over this Final Judgment and Order.

20. The Court finds that this Final Judgment and Order adjudicates all of the claims, rights and liabilities of the parties to the Settlement Agreement (including the members of the Class) and is final and shall be immediately appealable. Neither this Order nor the Settlement Agreement nor any other Settlement-related document shall constitute any evidence, admission, or concession by Novartis or any other Releasee, in this or any other matter or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body, or any other body or authority, present or future, nor shall either the Settlement Agreement, this Order, or any other Settlement-related document be offered in evidence or used for any other purpose in this or any other matter or proceeding except as may be necessary to consummate or

enforce the Settlement Agreement, the terms of this Order, or if offered by any Releasee in responding to any action purporting to assert Released Claims, or if offered by any Releasor in asserting that a claim is not a Released Claim, including because such claim is covered by Paragraph 12 of the Settlement Agreement ("Reservation of Claims").

SO ORDERED this ____ day of _____, 2023.

_____
The Honorable Alvin K. Hellerstein
United States District Judge

EXHIBIT D

CUSTODIAN/ESCROW AGREEMENT

This Custodian/Escrow Agreement dated February 10, 2023, is made among Robin van der Meulen and Gregory Asciolla of DiCello Levitt LLC ("Class Counsel"), and **THE HUNTINGTON NATIONAL BANK**, as Custodian/Escrow agent ("Custodian/Escrow Agent").

Recitals

A. This Custodian/Escrow Agreement governs the deposit, investment and disbursement of the settlement funds that, pursuant to the Class Action Settlement Agreement (the "Settlement Agreement") dated February 10, 2023, attached hereto as Exhibit A, entered into by, among others, Class Counsel on behalf of the End-Payor Plaintiffs, will be paid to settle the class action captioned *In re Novartis and Par Antitrust Litigation*, No. 1:18-cv-04361 (AKH), pending in the United States District Court for the Southern District of New York (the "Court").

B. Pursuant to the terms of the Settlement Agreement, the Defendant has agreed to pay or cause to be paid the total amount of $30,000,000 in cash (the "Settlement Amount") in settlement of the claims brought against the Defendant in the Class Action.

C. The Settlement Amount, together with any interest accrued thereon, is to be deposited into Custodian/Escrow and used to satisfy payments to Authorized Claimants, payments for attorneys' fees and expenses, payments for tax liabilities, and other costs pursuant to the terms of the Settlement Agreement.

D. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Settlement Agreement.

Agreement

1. Appointment of Custodian/Escrow Agent. The Custodian/Escrow Agent is hereby appointed to receive, deposit and disburse the Settlement Amount upon the terms and conditions provided in this Custodian/Escrow Agreement, the Settlement Agreement and any other exhibits or schedules later annexed hereto and made a part hereof.

2. The Custodian/Escrow Account. The Custodian/Escrow Agent shall establish and maintain one or more Custodian/Escrow accounts titled as Novartis and Par Antitrust Litigation Class Settlement (the "Custodian/Escrow Account"). Pursuant to the Settlement Agreement, the Defendant shall cause the Settlement Amount to be deposited into the Custodian/Escrow Account within fourteen (14) business days following the execution date of the Settlement Agreement. Custodian/Escrow Agent shall receive the Settlement Amount into the Custodian/Escrow Account; the Settlement Amount and all interest accrued thereon shall be referred to herein as the "Settlement Fund." The Settlement Fund shall be held and invested on the terms and subject to the limitations set forth herein, and shall be released by Custodian/Escrow Agent in accordance with the terms and conditions hereinafter set forth and set forth in the Settlement Agreement and in orders of the Court approving the disbursement of the Settlement Fund.

3. Investment of Settlement Fund. At the written direction of Class Counsel, Custodian/Escrow Agent shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government. The Defendant shall not bear any responsibility for or liability related to the investment of the Settlement Fund by the Custodian/Escrow Agent.

4. Custodian/Escrow Funds Subject to Jurisdiction of the Court. The Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the Fund shall be distributed, pursuant to the Settlement Agreement and on further order(s) of the Court.

5. Tax Treatment & Report. The Settlement Fund shall be treated at all times as a "Qualified Settlement Fund" within the meaning of Treasury Regulation §1.468B-1. Class Counsel and, as required by law, the Defendant, shall jointly and timely make such elections as necessary or advisable to fulfill the requirements of such Treasury Regulation, including the "relation-back election" under Treas. Reg. § 1.468B-1(j)(2) if necessary to the earliest permitted date. For purposes of §468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" of the Settlement Fund shall be Class Counsel. Class Counsel shall timely and properly prepare, deliver to all necessary parties for signature, and file all necessary documentation for any elections required under Treas. Reg. §1.468B-1. Class Counsel shall timely and properly prepare and file any informational and other tax returns necessary or advisable with respect to the Settlement Funds and the distributions and payments therefrom including without limitation the returns described in Treas. Reg. §1.468B-2(k), and to the extent applicable Treas. Reg. §1.468B-2(1).

6. Tax Payments of Settlement Fund. All Taxes with respect to the Settlement Fund, as more fully described in the Settlement Agreement, shall be treated as and considered to be a cost of administration of the Settlement Fund and the Custodian/Escrow Agent shall timely pay such Taxes out of the Settlement Fund without prior order of the Court, as directed by Class Counsel**.** Class Counsel shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties, and the timely filing of all tax returns and other tax reports required by law. The Class Counsel may engage an accounting firm or tax preparer to assist in the preparation of any tax reports or the calculation of any tax payments due as set forth in Sections 5 and 6, and the expense of such assistance shall be paid from the Settlement Fund by the Custodian/Escrow Agent at Class Counsel's direction. The Settlement Fund shall indemnify and hold the Defendant harmless for any taxes that may be deemed to be payable by the Defendant by reason of the income earned on the Settlement Fund, and Custodian/Escrow Agent, as directed by Class Counsel, shall establish such reserves as are necessary to cover the tax liabilities of the Settlement Fund and the indemnification obligations imposed by this paragraph. If the Settlement Fund is returned to the Defendant pursuant to the terms of the Settlement Agreement, the Defendant shall provide Custodian/Escrow Agent with a properly completed Form W-9.

7. Disbursement Instructions

(a) Class Counsel may, without further order of the Court or authorization by the Defendant's Counsel, instruct Custodian/Escrow Agent to disburse the funds necessary to pay Notice and Administration Expenses.

(b) Disbursements other than those described in paragraph 7(a), including disbursements for distribution of Class Settlement Funds, must be authorized by either (i) an order of the Court, or (ii) the written direction of Gregory Asciolla or Robin van der Meulen as Class Counsel.

(c) In the event funds transfer instructions are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile, e-mail, telecopier or otherwise, Custodian/Escrow Agent will seek confirmation of such instructions by telephone call back when new wire instructions are established to the person or persons designated in subparagraphs (a) and (b) above only if it is reasonably necessary, and Custodian/Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated. It will not be reasonably necessary to seek confirmation if Custodian/Escrow Agent receives written letters authorizing a disbursement from the law firm required in subparagraphs (a) and (b), as applicable, on their letterhead and signed by one of the persons designated in subparagraphs (a) and (b). To assure accuracy of the instructions it receives, Custodian/Escrow Agent may record such call backs. If Custodian/Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it shall not execute the instruction until all issues have been resolved. The persons and telephone numbers for call backs may be validly changed only in a writing that (i) is signed by the party changing its notice designations, and (ii) is received and acknowledged by Custodian/Escrow Agent. Class Counsel will notify Custodian/Escrow Agent of any errors, delays or other problems within 30 days after receiving notification that a transaction has been executed. If it is determined that the transaction was delayed or erroneously executed as a result of Custodian/Escrow Agent's error, Custodian/Escrow Agent's sole obligation is to pay or refund the amount of such error and any amounts as may be required by applicable law. Any claim for interest payable will be at the then-published rate for United States Treasury Bills having a maturity of 91 days.

(d) The Custodian/Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Custodian/Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The party providing electronic instructions agrees; (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Custodian/Escrow Agent, including, without limitation, the risk of the Custodian/Escrow Agent acting on unauthorized instructions, and the risk or interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Custodian/Escrow Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the Custodian/Escrow Agent; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

8. Termination of Settlement. If the Settlement Agreement terminates in accordance with its terms, Class Counsel shall notify Custodian/Escrow Agent of the termination of the Settlement Agreement. Upon such notification, the balance of the Settlement Fund, together with any interest earned thereon, less any Notice and Administration Expenses paid and actually incurred in accordance with the terms of the Settlement Agreement but not yet paid, and any unpaid Taxes due, as determined by Class Counsel and the Defendant, shall be returned to the Defendant in accordance with instruction from the Class Counsel.

9. Fees. The Custodian/Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached as Exhibit B. All fees and expenses of Custodian/Escrow Agent shall be paid solely from the Settlement Fund. The Custodian/Escrow Agent may pay itself such fees from the Settlement Fund only after such fees have been approved for payment by Class Counsel. If Custodian/Escrow Agent is asked to provide additional services, such as the preparation and administration of payments to Authorized Claimants, a separate agreement and fee schedule will be entered into.

10. Duties, Liabilities and Rights of Custodian/Escrow Agent. This Custodian/Escrow Agreement sets forth all of the obligations of Custodian/Escrow Agent, and no additional obligations shall be implied from the terms of this Custodian/Escrow Agreement or any other agreement, instrument or document.

(a) Custodian/Escrow Agent may act in reliance upon any instructions, notice, certification, demand, consent, authorization, receipt, power of attorney or other writing delivered to it by Class Counsel, as provided herein, without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order. Custodian/Escrow Agent may act in reliance upon any signature which is reasonably believed by it to be genuine, and may assume that such person has been properly authorized to do so.

(b) Custodian/Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected to the extent Custodian/Escrow Agent acts in accordance with the reasonable opinion and instructions of counsel. Custodian/Escrow Agent shall have the right to reimburse itself for reasonable legal fees and reasonable and necessary disbursements and expenses actually incurred from the Custodian/Escrow Account only (i) upon approval by Class Counsel or (ii) pursuant to an order of the Court.

(c) The Custodian/Escrow Agent, or any of its affiliates, is authorized to manage, advise, or service any money market mutual funds in which any portion of the Settlement Fund may be invested.

(d) Custodian/Escrow Agent is authorized to hold any treasuries held hereunder in its federal reserve account.

(e) Custodian/Escrow Agent shall not bear any risks related to the investment of the Settlement Fund in accordance with the provisions of paragraph 3 of this Custodian/Escrow Agreement. The Custodian/Escrow Agent will be indemnified by the Settlement Fund, and held harmless against, any an all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees and expenses of attorneys chosen by the Custodian/Escrow Agent) as and when incurred, arising out of or based upon any act, omission, alleged act or alleged omission by the Custodian/Escrow Agent or any other cause, in any case in connection with the acceptance of, or performance or non-performance by the Custodian/Escrow Agent of, any of the Custodian/Escrow Agent's duties under this Agreement, except as a result of the Custodian/Escrow Agent's bad faith, willful misconduct or gross negligence.

(f) Upon distribution of all of the funds in the Custodian/Escrow Account pursuant to the terms of this Custodian/Escrow Agreement and any orders of the Court, Custodian/Escrow Agent shall be relieved of any and all further obligations and released from any and all liability under this Custodian/Escrow Agreement, except as otherwise specifically set forth herein.

(g) In the event any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder, the Custodian/Escrow Agent shall be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties further agree to pursue any redress or recourse in connection with such a dispute, without making the Custodian/Escrow Agent a party to same.

11. Non-Assignability by Custodian/Escrow Agent. Custodian/Escrow Agent's rights, duties and obligations hereunder may not be assigned or assumed without the written consent of Class Counsel and the Defendant.

12. Resignation of Custodian/Escrow Agent. Custodian/Escrow Agent may, in its sole discretion, resign and terminate its position hereunder at any time following 120 days prior written notice to the parties to the Custodian/Escrow Agreement herein. On the effective date of such resignation, Custodian/Escrow Agent shall deliver this Custodian/Escrow Agreement together with any and all related instruments or documents and all funds in the Custodian/Escrow Account to the successor Custodian/Escrow Agent, subject to this Custodian/Escrow Agreement. If a successor Custodian/Escrow Agent has not been appointed prior to the expiration of 120 days following the date of the notice of such resignation, then Custodian/Escrow Agent may petition the Court for the appointment of a successor Custodian/Escrow Agent, or other appropriate relief. Any such resulting appointment shall be binding upon all of the parties to this Custodian/Escrow Agreement.

13. Notices. Notice to the parties hereto shall be in writing and delivered by hand-delivery, facsimile, electronic mail or overnight courier service, addressed as follows:

If to Class Counsel:

Gregory Asciolla
Robin van der Meulen
DiCello Levitt LLC
485 Lexington Avenue
Suite 1001
New York, NY 10017
Office: 646-933-1000
E-mail: gasciolla@dicellolevitt.com
rvandermeulen@dicellolevitt.com

If to Custodian/Escrow Agent:

THE HUNTINGTON NATIONAL BANK
Robyn Griffin
Senior Managing Director
National Settlement Team
The Huntington National Bank
One Rockefeller Plaza 10th Fl
New York, NY 10020
Office: 212-581-5051
Mobile: 646-265-3817
E-mail: robyn.griffin@huntington.com

Susan Brizendine, Trust Officer
Huntington National Bank
7 Easton Oval – EA5W63
Columbus, Ohio 43219
Telephone: (614) 331-9804
E-mail: susan.brizendine@huntington.com

14. Patriot Act Warranties. Section 326 of the USA Patriot Act (Title III of Pub. L. 107-56), as amended, modified or supplemented from time to time (the "Patriot Act"), requires financial institutions to obtain, verify and record information that identifies each person or legal entity that opens an account (the "Identification Information"). The parties to this Custodian/Escrow Agreement agree that they will provide the Custodian/Escrow Agent with such Identification Information as the Custodian/Escrow Agent may request in order for the Custodian/Escrow Agent to satisfy the requirements of the Patriot Act.

15. Entire Agreement. This Custodian/Escrow Agreement, including all Schedules and Exhibits hereto, constitutes the entire agreement and understanding of the parties hereto. Any modification of this Custodian/Escrow Agreement or any additional obligations assumed by any party hereto shall be binding only if evidenced by a writing signed by each of the parties

hereto. To the extent this Custodian/Escrow Agreement conflicts in any way with the Settlement Agreement, the provisions of the Settlement Agreement shall govern.

16. Governing Law. This Custodian/Escrow Agreement shall be governed by the law of the State of Ohio in all respects. The parties hereto submit to the jurisdiction of the Court, in connection with any proceedings commenced regarding this Custodian/Escrow Agreement, including, but not limited to, any interpleader proceeding or proceeding Custodian/Escrow Agent may commence pursuant to this Custodian/Escrow Agreement for the appointment of a successor Custodian/Escrow agent, and all parties hereto submit to the jurisdiction of such Court for the determination of all issues in such proceedings, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue or inconvenient forum.

17. Termination of Custodian/Escrow Account. The Custodian/Escrow Account will terminate after all funds deposited in it, together with all interest earned thereon, are disbursed in accordance with the provisions of the Settlement Agreement and this Custodian/Escrow Agreement.

18. Miscellaneous Provisions.

(a) Counterparts. This Custodian/Escrow Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Custodian/Escrow Agreement.

(b) Further Cooperation. The parties hereto agree to do such further acts and things and to execute and deliver such other documents as Custodian/Escrow Agent may request from time to time in connection with the administration, maintenance, enforcement or adjudication of this Custodian/Escrow Agreement in order (a) to give Custodian/Escrow Agent confirmation and assurance of Custodian/Escrow Agent's rights, powers, privileges, remedies and interests under this Agreement and applicable law, (b) to better enable Custodian/Escrow Agent to exercise any such right, power, privilege or remedy, or (c) to otherwise effectuate the purpose and the terms and provisions of this Custodian/Escrow Agreement, each in such form and substance as may be acceptable to Custodian/Escrow Agent.

(c) Electronic Signatures. The parties agree that the electronic signature (provided by the electronic signing service DocuSign initiated by the Custodian/Escrow Agent) of a party to this Escrow Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Escrow Agreement. The parties agree that any electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

(d) Non-Waiver. The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE HUNTINGTON NATIONAL BANK, as Custodian/Escrow Agent

By: _____
Robyn Griffin, Senior Managing Director

Class Counsel

By: _____
Gregory Asciolla, Class Counsel
DiCello Levitt LLC

By: _____
Robin van der Meulen, Class Counsel
DiCello Levitt LLC

Exhibit A

Settlement Agreement

Exhibit B

Fees of Custodian/Escrow Agent

Acceptance Fee:	**Waived**
The Acceptance Fee includes the review of the Custodian/Escrow Agreement, acceptance of the role as Custodian/Escrow Agent, establishment of Custodian/Escrow Account(s), and receipt of funds.	
Annual Administration Fee:	**Waived**
The Annual Administration Fee includes the performance of administrative duties associated with the Custodian/Escrow Account including daily account management, generation of account statements to appropriate parties, and disbursement of funds in accordance with the Custodian/Escrow Agreement. Administration Fees are payable annually in advance without proration for partial years.	
Out of Pocket Expenses:	**Waived**
Out of pocket expenses include postage, courier, overnight mail, wire transfer, and travel fees.	

EXHIBIT E

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GEORGE A. STEPHANAKIS
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TIMOTHY G. CAMERON
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DAVID S. FINKELSTEIN
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PAUL H. ZUMBRO
ERIC W. HILFERS
GEORGE F. SCHOEN
CRAIG F. ARCELLA
LAUREN ANGELILLI
TATIANA LAPUSHCHIK
ALYSSA K. CAPLES
MINH VAN NGO
JELENA MCWILLIAMS
KEVIN J. ORSINI
MATTHEW MORREALE
JOHN D. BURETTA
J. WESLEY EARNHARDT
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STEPHEN M. KESSING
LAUREN A. MOSKOWITZ
DAVID J. PERKINS
J. LEONARD TETI, II
D. SCOTT BENNETT
TING S. CHEN
CHRISTOPHER K. FARGO
DAVID M. STUART
AARON M. GRUBER

O. KEITH HALLAM, III
OMID H. NASAB
DAMARIS HERNÁNDEZ
AMANDA HINES GOLD
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MICHAEL E. MARIANI
LAUREN R. KENNEDY
SASHA ROSENTHAL-LARREA
MICHAEL P. ADDIS
JUSTIN C. CLARKE
SHARONMOYEE GOSWAMI
C. DANIEL HAAREN
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DANIEL J. CERQUEIRA
ALEXANDRA C. DENNING

HELAM GEBREMARIAM
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MATTHEW M. KELLY
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ANDREI HARASYMIAK
JESSE M. WEISS
MICHAEL J. ZAKEN
BENJAMIN G. JOSELOFF
MEGAN Y. LEW

February 10, 2023

In re Novartis and Par Antitrust Litigation, No. 1:18-cv-04361 (AKH)

Dear Counsel:

This letter memorializes the confidential supplemental agreement referenced in Section 14 of the Settlement Agreement[1] entered into on February 10, 2023, in the above-referenced matter between defendants Novartis AG and Novartis Pharmaceuticals Corp. ("Novartis") and plaintiffs UFCW Local 1500 Welfare Fund and Law Enforcement Health Benefits, Inc., individually and on behalf of the End-Payor Class.

As set forth in the Settlement Agreement, Novartis has agreed to pay $30,000,000 to settle the claims brought on behalf of the End-Payor Class against Novartis only.

The parties agree that if—during the opt-out period prescribed by the Court—one or more members of the End-Payor Class whose combined percentage of the settlement fund based on the plan of allocation accounts for more than __% of the total End-Payor settlement fund amount properly opt out of the settlement, Novartis reserves the right to terminate the settlement.

If Novartis elects to withdraw from the Settlement Agreement, it shall provide a notice of withdrawal to Plaintiffs' counsel within 10 days after the opt-out deadline, and the Settlement Agreement shall be terminated in accordance with its terms.

Except as supplemented herein, all other terms and conditions of the Settlement Agreement remain in full force and effect. Unless the Court orders otherwise, this supplemental agreement shall be kept confidential by each party and, upon request of the

[1] All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement.

Court, shall be provided to the Court for review and consideration *in camera* at the time of preliminary approval of the settlement, final approval of the settlement, or both.

Please acknowledge agreement to this supplemental agreement to the Settlement Agreement with your signature below.

By: _____

Rachel Skaistis
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Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
(212) 474-1000
rskaistis@cravath.com

Counsel for Novartis Pharmaceuticals Corporation and Novartis AG

By: _____

Robin A. van der Meulen
DICELLO LEVITT LLC
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Tel: (646) 933-1000
rvandermeulen@dicellolevitt.com

Interim Lead Counsel for End-Payor Plaintiffs and the End-Payor Class

EXHIBIT 2

DICELLO LEVITT

Overview

At DiCello Levitt, we're dedicated to achieving justice for our clients through class action, business-to-business, public client, whistleblower, and personal injury litigation. Every day, we put our reputations—and our capital—on the line for our clients. Through our $16B in recoveries, we've helped raise the bar for corporate conduct and responsibility, paving the way for a more just and equitable world.

Practice Areas

- Agriculture and Biotechnology
- Antitrust and Competition Litigation
- Appellate and Policy Advocacy
- Civil and Human Rights Litigation
- Class Action Litigation
- Commercial Litigation
- Environmental Justice
- Insurance Litigation
- Labor and Employment Litigation
- Personal Injury
- Pharmaceutical Fraud, Waste, and Abuse
- Privacy, Technology, and Cybersecurity
- Product Liability
- Public Client
- Securities and Financial Services Litigation
- Whistleblower, Qui Tam, and False Claims Act

Antitrust and Competition Practice

The firm's Antitrust and Competition Litigation Practice is highly-regarded for its record of success in challenging global anticompetitive conduct. The antitrust attorneys at DiCello Levitt regularly litigate large, complex, multi-district litigations involving antitrust claims. Recognizing our expertise in antitrust law, multi-district litigation, and class actions, courts throughout the nation have appointed attorneys at DiCello Levitt as lead or co-lead counsel in some of the most significant antitrust cases to date. Notably, the antitrust attorneys at DiCello Levitt have recovered billions on behalf of consumers, healthcare funds, investors and other victims of antitrust and commodities law violations, including price-fixing, price manipulation, and monopolization.

The attorneys at DiCello Levitt have a distinguished record of success in prosecuting multi-district litigation involving international price-fixing cartels (detailed below). Notably, the firm's antitrust attorneys have helped secure billion-dollar recoveries, including in *In re Air Cargo Shipping Services Antitrust Litigation* (over $1.2 billion in recoveries from nearly 30 global airlines), *Alaska Electrical Pension Fund v. Bank of America, Corp.*, No. 14-cv-7126 (S.D.N.Y.) (over $500 million from several major dealer banks) and *In re Foreign Exchange Benchmark Rates Antitrust Litigation* (over $2.3 billion from over a dozen major financial institutions).

The firm's antitrust attorneys are also trial-ready and have litigated matters up to and through trial. In *In re Automotive Lighting Products Antitrust Litigation*, our antitrust attorneys demonstrated their willingness to litigate a global price-fixing conspiracy involving automotive lighting products all the way to trial, with the last remaining defendants settling shortly before trial for $25 million, bringing total recoveries to over $50 million for class members. More recently, the firm's attorneys went to trial for three weeks in *In re Opana ER Antitrust Litigation* and, mid-trial, reached a settlement of $15 million with one of the defendants on behalf of classes of consumers and health plans.

Notable Successes

The attorneys at DiCello Levitt Gutzler have achieved many outstanding results litigating antitrust cases on behalf of their clients. Key highlights include:

***In re Air Cargo Shipping Services Antitrust Litigation*, MDL No. 1775 (E.D.N.Y.)**
Served as co-lead counsel (2006-2013) and obtained more than $1.2 billion in settlements from over 30 international airlines to resolve claims alleging a global conspiracy to fix surcharges for air cargo shipping services.

***Alaska Electrical Pension Fund v. Bank of America, Corp.*, No. 14-cv-7126 (S.D.N.Y.)**
Served as class counsel and secured $504.5 million in settlements from the major dealer banks to resolve claims alleging a conspiracy to manipulate ISDAFIX, a key benchmark for valuing various interest rate derivatives.

***In re Aftermarket Automotive Lighting Products Antitrust Litigation*, No. 09-ml- 02007 (C.D. Cal.)**
Served as co-lead counsel and obtained more than $50 million in settlements to resolve claims alleging several manufacturers participated in an international conspiracy to fix the prices of aftermarket automotive lighting products.

***In re Foreign Exchange Benchmark Rates Antitrust Litigation*, No. 13-cv-07789 (S.D.N.Y.)**
Serves as class counsel and appointed allocation counsel and obtained more than $2.3 billion in settlements from the major FX dealer banks to resolve claims alleging a conspiracy to fix the prices of foreign exchange transactions.

***In re Opana ER Antitrust Litigation*, No. 14-cv-10150 (N.D. Ill.)**
Serves as co-lead counsel secured a $15 million settlement midtrial in a class action alleging that certain brand and generic drug manufacturers entered into an anticompetitive pay-for-delay agreement for the pain reliever drug, Opana ER.

***In re Lidoderm Antitrust Litigation*, No. 14-md-02521 (N.D. Cal.)**
Served as class counsel for end-payors and secured $104.75 million in settlements to resolve claims alleging that certain brand and generic pharmaceutical manufacturers agreed to delay the launch of a cheaper generic version of the drug Lidoderm.

***In re Aggrenox Antitrust Litigation*, No. 14-md-02516 (D. Conn.)**
Served as class counsel for end-payors and secured $54 million in settlements to resolve claims alleging that certain brand and generic pharmaceutical manufacturers agreed to delay the launch of a cheaper generic version of the drug Aggrenox.

***In re Credit Default Swaps Antitrust Litigation*, No. 13-md-2476 (S.D.N.Y.)**
Served as class counsel and secured nearly $1.9 billion in settlements from several major dealer banks to resolve claims alleging a conspiracy prevent the development of an exchange-based trading platform so that they could maintain artificially high prices for credit default swaps.

***In re Marine Hose Antitrust Litigation*, No. 08-md-1888 (S.D. Fla.)**
Served as co-lead counsel and obtained $31.7 million in settlements to resolve claims alleging several marine products manufacturers participated in a conspiracy to fix the prices of and allocate markets for marine hose products.

***In re Flat Glass Antitrust Litigation (II)*, No. 08-mc-00180 (W.D. Pa.)**
Served as co-lead counsel and obtained more than $22 million in settlements to resolve claims alleging several major glass manufacturers conspired to fix the prices of construction flat glass.

***In re Aftermarket Filters Antitrust Litigation*, No. 08-cv-4883. (N.D. Ill.)**
Served as co-lead counsel and obtained nearly $18 million in settlements to resolve claims alleging that numerous automotive parts manufacturers participated in a conspiracy to fix the prices of aftermarket automotive filters (oil, air, and fuel).

***Ace Marine Rigging & Supply, Inc. v. Virginia Harbor Services, et al., No. 11-cv- 00436 (C.D. Cal.) and Board of Trustees of Commissioners of the Port of New Orleans v. Virginia Harbor Services, et al.*, No. 11-cv-00437 (C.D. Cal.)**
Served as lead counsel and obtained more than $5 million in settlements in two related class actions to resolve claims alleging that several marine product manufacturers conspired to fix the prices of various marine products (foam-filled fenders and buoys and plastic marine pilings).

***Sandhaus v. Bayer AG*, No. 00-cv-6193 (Dist. Ct. of Kansas, Johnson County)**
Served as co-lead counsel on behalf of a class of Kansas end-payors and obtained a $9 million settlement to resolve claims that certain brand and generic pharmaceutical manufacturers agreed to delay the launch of a cheaper generic version of the drug Cipro.

***In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation*, No. 11- md-02284 (E.D. Pa.)**
Served as co-lead counsel and obtained a settlement calling for significant additional relief in the form of improved appeals process, increased warranty, and improved notice to resolve claims that DuPont misled consumers about the safety and effectiveness of Imprelis, an herbicide.

Ongoing Litigation

***In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 16-md-02724 (E.D. Pa.)**
Serves on the Plaintiffs' Steering Committee on behalf of end-payors in a major class action alleging over 35 pharmaceutical manufacturers conspired to fix the prices of and allocate customers and markets for over 200 generic drugs.

***In re Platinum and Palladium Antitrust Litigation*, No. 14-cv-9391 (S.D.N.Y.)**
Serves as co-lead counsel in class action alleging that the major platinum and palladium dealers conspired to manipulate the prices of platinum and palladium during the London Platinum and Palladium Fixings.

***In re European Government Bonds Antitrust Litigation*, No. 19-cv-2601 (S.D.N.Y.)**
Serves as co-lead counsel and obtained $13 million partial settlements in a class action lawsuit alleging that several global financial institutions manipulated the price of Euro-denominated bonds issued by sovereign European governments.

***In re Sensipar (Cinacalcet HCl Tablets) Antitrust Litigation*, C.A. No. 19-md-02895**
Serves as co-lead counsel in a lawsuit alleging that drug manufacturers entered into an anticompetitive agreement to eliminate competition for sales of Amgen's branded drug, Sensipar.

***In re Surescripts Antitrust Litigation*, No. 19-cv-06627 (N.D. Ill.)**
Serves as co-lead counsel in a class action brought on behalf of a group of pharmacies that alleges that health information technology company Surescripts, which provides e-prescription routing and eligibility services, monopolized the market for e-prescription services and, along with two other entities, conspired to monopolize that market.

***In re Bystolic Antitrust Litigation*, No. 20-cv-05735 (S.D.N.Y)**
Serves as co-lead counsel in class action alleging that several drug manufacturers entered into unlawful pay-for-delay agreement that restrained competition for Forest Laboratories and its successors' high blood pressure drug Bystolic.

***Fusion Elite All Stars v. Varsity Brands, LLC*, No. 2:20-cv-2600 (W.D. Tenn.)**
Serves as co-lead counsel in a class action alleging monopolization against the largest competition producer and apparel manufacturer in the market for All Star Cheer, Varsity Brands, and its affiliates, and the allegedly independent oversight body for the sport, U.S. All Star Federation, Inc.

***In re Xyrem (Sodium Oxybate) Antitrust Litigation*, No. 5:20-md-02966 (N.D. Cal.)**
Serves as a member of the Plaintiffs' Steering Committee in a lawsuit alleging that drug manufacturer entered into reverse payment agreements with generic competitors to delay the launch of generic Xyrem, among other anticompetitive conduct.

***In re Crop Inputs Antitrust Litigation*, No. 21-md-02993 (E.D. Mo.)**
Serves as member of Plaintiff's Steering Committee in class action alleging major crop input manufacturers, wholesalers and retailers agreed to jointly boycott competing companies selling crop inputs online at lower prices.

***Borozny v. Pratt & Whitney*, No. 21-cv-01657 (D. Conn.)**
Serves as co-lead counsel in class action alleging major aerospace industry manufacturer and several other companies unlawfully agreed not to hire each other's employees to restrict competition in the labor market for engineers and other skilled employees.

Members of the Firm's Antitrust & Competition Practice

Greg Asciolla
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Catholic University of America, J.D.

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Gregory Asciolla is a Partner in DiCello Levitt's New York office, where he serves as Chair of the Firm's Antitrust and Competition Litigation Practice. Greg focuses on representing businesses, public pension funds, and health and welfare funds in complex antitrust and commodities class actions. Greg currently represents clients in antitrust matters involving price-fixing, monopolization, benchmark and commodities manipulation, pay-for-delay agreements, and other anticompetitive practices. He also has represented, pro bono, three Ugandan LGBTQ clients seeking asylum in the U.S.

Greg has recovered billions on behalf of his clients and leads extensive investigations into potential anticompetitive conduct, often resulting in first-to-file cases. Prior to joining DiCello Levitt, Greg chaired a nationally-recognized antitrust practice group as a partner and oversaw significant growth in group size, leadership appointments, cases filed, investigations, and reputation. He also litigated and managed civil and criminal antitrust matters involving price-fixing, merger, and monopolization and conducted internal investigations and managed responses to government investigations on behalf of corporate targets as a partner at Morgan Lewis & Bockius LLP. Greg began his career as an attorney at the U.S. Department of Justice's Antitrust Division, where he focused on anticompetitive conduct in the healthcare industry.

Greg is regularly appointed to leadership positions in major antitrust cases in federal courts throughout the U.S., including *Generic Drugs*, *Eurozone Government Bonds*, *Platinum and Palladium*, *Surescripts*, *Crop Inputs*, *Opana*, and *Exforge*.

Named a "Titan of the Plaintiffs Bar" by *Law360* as well as a leading plaintiffs' competition lawyer by *Global Competition Review* and Chambers & Partners USA, Greg is often recognized for his experience and involvement in high-profile cases. He has been named one of the "Leading Plaintiff Financial Lawyers in America" by Lawdragon, a "Litigation Star" by Benchmark Litigation, and a "Leading Lawyer" and a "Next Generation Lawyer" by The Legal 500, with sources describing him as "very effective plaintiffs' counsel" and "always act[ing] with a good degree of professionalism."

Greg makes substantial contributions to the antitrust bar. In 2016, he was elected to the Executive Committee of the New York State Bar Association Antitrust Law Section, where he formerly served as the Chairman of the Horizontal Restraints Committee. He also currently serves as Co-Chairman of the Antitrust and Trade Regulation Committee of the New York County Lawyers' Association and Membership Chair of the Committee to Support

the Antitrust Laws. Greg is an annual invitee of the exclusive Antitrust Forum, serves as the U.S. Representative to the Banking Litigation Network, and is on the Advisory Board of the American Antitrust Institute.

Robin A. van der Meulen

Partner

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EDUCATION
Brooklyn Law School, J.D.

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Robin A. van der Meulen is a partner in DiCello Levitt's New York office, where she represents clients in complex antitrust litigation. Prior to joining DiCello Levitt, Robin was a partner in a nationally-recognized antitrust practice group, where she gained more than a decade of experience litigating a wide variety of antitrust matters, including price-fixing, monopolization, benchmark and commodities manipulation, pay-for-delay agreements, and other anticompetitive practices.

Robin was appointed co-lead class counsel for end-payor plaintiffs in the *Bystolic Antitrust Litigation*, a pay-for-delay case pending in the Southern District of New York. She is also leading *Novartis and Par Antitrust Litigation*, another pay-for-delay case seeking to recover millions of dollars in overcharges relating to the hypertension drug Exforge on behalf of end-payor plaintiffs. Robin also represents end-payor plaintiffs in the *Generic Pharmaceuticals Pricing Antitrust Litigation*, a massive case against some of the biggest drug companies in the world alleging price-fixing and anticompetitive conspiracies.

Robin was previously an associate at Willkie Farr & Gallagher LLP, where she practiced antitrust and commercial litigation. She also served as a judicial intern in the United States Bankruptcy Court for the Eastern District of New York for Judge Elizabeth S. Stong.

Euromoney's Women in Business Law Awards selected Robin as a finalist for Antitrust and Competition Lawyer of the Year. *The Legal 500* recommends Robin for excellence in the field of Antitrust Civil Litigation and Class Actions, describing her as "persistent, persuasive, and well-respected by peers and opponents alike" and naming her a "Next Generation Partner." She has been recognized as "Up and Coming" by *Chambers & Partners USA* and as a "Future Star" by *Benchmark Litigation*. She has also been selected to *Benchmark's* "40 & Under Hot List" as one of "the best and brightest law firm partners" and someone who is "ready to take the reins." Additionally, Robin was recognized by *The Best Lawyers in America*® in the Antitrust Law category.

Robin is an active member of the antitrust bar. She is the vice-chair and a member of the Executive Committee of the Antitrust Law Section of the New York State Bar Association ("NYSBA"), and a member of NYSBA House of Delegates. Robin is also a Vice Chair of the Insurance and Financial Services Committee of the Antitrust Section of the American Bar Association ("ABA"). Robin was previously a Vice Chair of the Antitrust Section's Health Care & Pharmaceutical Committee of the ABA and the Executive Editor of that Committee's Antitrust Health Care Chronicle. From 2012 to 2021, Robin was an editor of the Health Care Antitrust Week-In-Review, a weekly publication that summarizes antitrust news in the health care industry.

Karin Garvey

Partner

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Northwestern University Pritzker School of Law, J.D.

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Karin E. Garvey is a partner in the New York office of DiCello Levitt and a member of the Antitrust and Competition practice group. With more than two decades of litigation experience, Karin focuses on representing businesses and public pension funds in complex antitrust class actions.

Prior to joining DiCello Levitt, Karin was a partner of a firm focusing on securities and antitrust litigation. She brings significant experience to managing complex, multi-jurisdictional cases from initial case development through resolution and appeal. In addition to deposing top executives, Karin has also prepared and defended company executives for deposition, hearing, and trial. Karin has significant experience working with experts—including economists, regulatory experts, patent experts, medical experts, toxicologists, materials scientists, valuation experts, foreign law experts, and appraisers—developing reports and testimony, preparing for and defending depositions, and taking depositions of opponents' experts. In addition, Karin has engaged in all phases of trial preparation and trial and has briefed and argued appeals. Karin also has significant experience with arbitration and mediation.

For the first two decades of her career, Karin gained significant experience in antitrust, commercial litigation, and products liability litigation at a prominent defense firm representing and counseling clients from a wide array of industries including pharmaceuticals, cosmetics, building materials, film, finance, and private equity.

Karin is recommended by *Chambers & Partners USA* and *The Legal 500* for excellence in antitrust practice. She has also been recognized by *Lawdragon* as one of the "Leading Plaintiff Financial Lawyers in America."

Brian Hogan
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Chicago-Kent Law School, J.D.

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In challenging monopolistic practices and cartel activity by corporations, Brian Hogan protects businesses and consumers from unjust and unfair business practices. He brings deep experience to complex litigation and antitrust litigation with a focus on major class actions. From agriculture, to transportation, to financial sectors, Brian has litigated broad scope of matters across a wide range of industries.

Brian argues and tries cases in both state and federal courts across the United States. He is hands-on at every stage of the litigation process, including briefing motions, leading discovery in complex cases, overseeing complex econometric modeling and expert work, and managing the review of millions of documents produced in discovery. Brian has been part of numerous trial teams before state and federal court juries and has worked on briefing and appellate arguments before the United States Court of Appeals for the Seventh Circuit.

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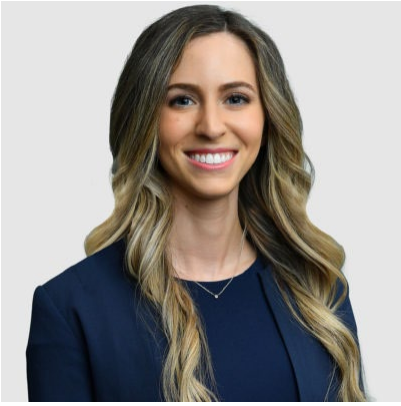
EDUCATION

Benjamin N. Cardozo School of Law, J.D.

Swarthmore College, B.A.

Matt represents, individuals, businesses, public pension funds, and insurers in complex antitrust class actions. His practice spans a wide range of industries but with particular focus on pharmaceuticals and financial services. He currently litigates several pay-for-delay antitrust actions on behalf of consumers and insurers alleging delayed generic entry for Opana ER, Bystolic, Sensipar, Xyrem, and Zetia. Matt previously worked for a nationally-recognized class action law firm and the New York State Office of the Attorney General Antitrust Bureau. He received the Louis J. Lefkowitz Memorial Award for his work investigating bid rigging and other illegal conduct in the municipal bond derivatives market, resulting in more than $260 million in restitution to municipalities and nonprofit entities. He also investigated pay-for-delay matters involving multinational pharmaceutical companies.

Matt has been named a "Rising Star" by *The Legal 500*. In law school, he received the Jacob Burns Medal for Outstanding Contribution to the Law School. He was an intern for Judge Richard B. Lowe, III, in the New York Supreme Court Commercial Division.



Veronica Bosco
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Veronica Bosco is an associate in DiCello Levitt's New York office. She is a member of the firm's Antitrust and Competition practice group and focuses on litigating complex antitrust class actions on behalf of institutional investors, businesses, and consumers.

Prior to joining DiCello Levitt, Veronica was an associate in a nationally-recognized competition and antitrust litigation group, where she represented a wide variety of plaintiffs in various federal jurisdictions, including both indirect and direct purchasers, public benefit funds, and individuals. She represented institutional investors in an international antitrust litigation filed against financial institutions for collusion and price-fixing, direct purchasers in national antitrust class actions filed against large corporations, and employees in national no-poach actions.

Veronica has also previously represented businesses in opt-out litigation proceedings alleging restraint of trade in violation of antitrust laws, institutional investors in federal securities law matters, and consumers in product liability matters. She also served as a Judicial Law Clerk for Judge Claire C. Cecchi in the U.S. District Court for the District of New Jersey, where she drafted judicial opinions in several types of cases, including antitrust and ERISA cases.

Jonathan Crevier
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Benjamin N. Cardozo School of Law, J.D., *cum laude*

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Jonathan Crevier is an associate in DiCello Levitt's New York office. Jonathan prosecutes complex antitrust class actions on behalf of institutional investors, businesses, and consumers. He actively litigates cases against a number of the world's largest companies in antitrust matters involving alleged price-fixing, benchmark and commodities manipulation, pay-for-delay, and other anticompetitive practices.

Prior to joining the firm, Jonathan was an associate in a nationally-recognized competition and antitrust litigation group, where he represented plaintiffs in complex antitrust matters. He also previously served as a Judicial Intern for the Honorable Henry Pitman, U.S.M.J., in the District Court for the Southern District of New York.

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EXHIBIT 3

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

IN RE NOVARTIS & PAR ANTITRUST LITIGATION	No. 1:18-cv-04361 Hon. Alvin K. Hellerstein
THIS DOCUMENT RELATES TO: ALL END-PAYOR ACTIONS	

PLAN OF ALLOCATION

This Plan of Allocation will govern distributions from the net proceeds of the $30,000,000 settlement fund created by the February 10, 2023 Class Action Settlement Between End-Payor Plaintiffs and Defendant Novartis Pharmaceuticals Corporation and Novartis AG (collectively, "Novartis") in *In re Novartis & Par Antitrust Litigation*, Case No. 1:18-cv-04361 (S.D.N.Y.). To receive a distribution under this Plan of Allocation, a person or entity must timely submit a Claim Form and be an Eligible Claimant. The manner in which payments will be allocated and distributed to Eligible Claimants who timely submit Proofs of Claim is described below.

I. Definitions

If not otherwise defined herein, capitalized terms shall be as defined in the Settlement Agreement.

1. "Allocation Pool" means the Consumer Pool and the Third-Party Payor Pool, defined below.

2. "Consumer Pool" means 27.80% of the Net Settlement Fund, which shall be distributed to Class Members who are individual consumers.

3. "Third-Party Payor Pool" means 72.20% of the Net Settlement Fund, which shall be distributed to Class Members who are third-party payor entities, not individual consumers.

4. "Class" means the certified class set forth in the Settlement Agreement, with the same exclusions from the Class.

5. "Class Member" means a person or entity who remains in the Class and has not opted out.

6. "Class Period" means September 21, 2012 through and including June 30, 2018.

7. "Eligible Consumer Claimant" means any Class Member who is an individual consumer and who submits a timely and valid Consumer Claim Form.

8. "Eligible Third-Party Payor Claimant" means any Class Member who is a third-party payor entity that submits a timely and valid Third-Party Payor Claim Form.

9. "Net Settlement Fund" means the $30,000,000 Settlement Amount together with any interest earned, less Court-approved attorneys' fees, reimbursement of costs and expenses, service awards, any tax and tax expenses, and fees and costs associated with issuing notice and claims administration.

10. "Consumer Claim Form" means the document titled "Consumer Claim Form," which is available for download at www.exforgeantitrustsettlement.com or by calling 1-833-741-2334.

11. "Qualifying Consumer Claim" means a Consumer Claim Form from an Eligible Consumer Claimant accepted by the Claims and Notice Administrator and shall be calculated as the total dollars spent by the Eligible Consumer Claimant to pay or provide reimbursement for some or all of the purchase price of one or more branded or generic Exforge during the Class Period.

12. "Qualifying Third-Party Payor Claim" means a Third-Party Payor Claim Form from an Eligible Third-Party Payor Claimant accepted by the Settlement Administrator and shall be calculated as the total dollars spent by the Eligible Third-Party Payor Claimant to pay or provide reimbursement for some or all of the purchase price of one or more branded or generic Exforge during the Class Period.

13. "Settlement Administrator" means Angeion Group.

14. "Third-Party Payor Claim Form" means the document titled "Third-Party Payor Claim Form," which is available for download at www.exforgeantitrustsettlement.com or by calling 1-833-741- 2334.

II. Distribution Among Eligible Claimants

15. No Eligible Claimant shall be permitted to recover from any Allocation Pool unless that Claimant submits a timely Claim Form with a Qualifying Claim for that Allocation Pool. Claimants who previously opted out of the Class shall not receive any distributions pursuant to this Plan of Allocation.

16. Each Allocation Pool shall be distributed to Eligible Claimants in that Allocation Pool on a pro rata basis calculated by each Eligible Claimant's Qualifying Claim amount. To determine each Eligible Claimant's *pro rata* share of an Allocation Pool, the Settlement Administrator shall multiply the total value of that Allocation Pool by a fraction, for which (a) the numerator is the Qualifying Claim amount for that Eligible Claimant for that Allocation Pool, and (b) the denominator is the sum total of all Qualifying Claim amounts by all Eligible Claimants for that Allocation Pool.

17. If the initial proposed distribution to an Allocation Pool would result in all Eligible Claimants in that pool receiving more than all of their Qualifying Claim amounts, then any funds remaining in that pool following such distribution shall be reallocated to the other pool if that other pool does not have sufficient funds to pay all Eligible Claimants in that other pool all of their Qualifying Claim amounts.

18. If the initial proposed distribution to both Allocation Pools would result in all Eligible Claimants in both Allocation Pools receiving all of their Qualifying Claim amounts, then any funds remaining in each Allocation Pool shall be distributed pro rata within that pool, provided that no Eligible Claimant shall receive more than the total amount they spent on Exforge and/or generic Exforge. In the event that an Eligible Claimant's payment amount calculates to less than

$5.00, it will not be included in the calculation and no distribution will be made to that Eligible Claimant.

19. If there is any balance remaining in the Net Settlement Fund after a reasonable amount of time from the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Settlement Administrator shall, if feasible, reallocate such balance among Eligible Claimants, who successfully received and deposited, cashed or otherwise accepted a Distribution Amount and who would receive a distribution of at least $5.00, in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Eligible Claimants. Thereafter, Lead Counsel shall apply to the Court for *cy pres* distribution of any de minimis balance to a charity or other nonprofit organization to be selected at a later date.

III. Administration

20. The timeliness and validity of all Claim Forms submitted by Class Members shall be determined by the Claims and Notice Administrator. All determinations under this Plan of Allocation shall be made by the Claims and Notice Administrator, subject to review by Lead Counsel and approval by the Court.

IV. Amendments to the Plan of Allocation

21. This Plan of Allocation may be amended. To obtain the most up-to-date information regarding the Plan of Allocation, please visit www.exforgeantitrustsettlement.com or by calling 1-833-741- 2334.

EXHIBIT 4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION	:	**Case No. 1:18cv4361**
THIS DOCUMENT RELATES TO: ALL END-PAYOR PLAINTIFF CLASS ACTIONS	:	

DECLARATION OF DR. RENA CONTI

IN SUPPORT OF END-PAYOR PLAINTIFFS' PLAN OF ALLOCATION

1. My name is Rena Conti. I am an Associate Professor of Markets, Public Policy and Law in the Questrom School of Business at Boston University and an Academic Affiliate of Greylock McKinnon Associates ("GMA"), a consulting and litigation support firm. I currently co-direct the Technology Policy and Research Institute at Boston University's Questrom School of Business and School of Law. I have already submitted an expert report in this matter containing details of my qualifications and my compensation, so I do not repeat them here.[1]

2. I have been asked by plaintiffs' counsel to develop a reasonable method for allocating the settlement amount between two groups of class members: third-party payors ("TPPs") and consumers. The method I developed uses the damage amounts calculated in my expert report as the basis for calculating the share of the settlement amount allocated to TPPs and consumers. In my expert report, I calculated damages under 12 different but-for world scenarios.[2] To calculate the settlement shares of the TPPs and consumers, I calculated their average shares across all 12 scenarios, as described below.

a. To perform these calculations, I used the damage calculations from Attachment C of my expert report, as updated on January 3, 2022.[3] This attachment shows total damages to the class for each of the 12 but-for world scenarios, and it breaks those damages down among three groups of class members: commercial TPPs, Medicare Part D TPPs, and consumers.

b. For each scenario, I calculated the TPP share of damages by summing the damages suffered by commercial TPPs and Part D TPPs and then dividing the result by the total damages to the class. The TPP share of damages in the 12 scenarios ranged from 70.0% to 74.9%.

[1] Expert Report of Dr. Rena Conti in Support of Class Certification and the Calculation of Damages for the Class of End-Payor Purchases, March 30, 2021 (ECF No. 402-2) ("Expert Report"); Errata to the Expert Report of Dr. Rena Conti, April 28, 2021; Second Errata to the March 30, 2021 Expert Report of Dr. Rena Conti, January 3, 2022 (ECF No. 402-3) ("Second Errata").

[2] Expert Report, Attachment C.

[3] Second Errata, Attachment C, tab "Summary of Exforge Endpayor Damages."

c. For each scenario, I calculated the consumer share of damages by dividing the consumer damages by the total damages to the class. The consumer share of damages in the 12 scenarios ranged from 25.1% to 30.0%.

d. I calculated the average TPP share of damages across all 12 scenarios by summing the TPP shares of damages for each of the 12 scenarios and dividing the total by 12. Similarly, I calculated the average consumer share of damages across all 12 scenarios by summing the consumer shares of damages for each of the 12 scenarios and dividing the total by 12. The average TPP share of damages was **72.2%**, and the average consumer share of damages was **27.8%**. These calculations are shown in Attachment 1.

3. Using this method, I determined that the TPP portion of the settlement amount would be 72.2%, and the consumer portion would be 27.8%.

Rena Conti

Dr. Rena Conti
February 22, 2023

Attachment 1: Calculation of Allocation Percentages for TPPs and Consumers

	Scenario #	Scenario Description	[A] Commercial TPP Damages	[B] Part D TPP Damages	[C] Consumer Damages	[D] Total Class Damages	[E] TPP Class Proportion	[F] Consumer Class Proportion
[1]	1	Sept. 21, 2012: at-risk launch date (date P.III patent expired)	$74,203,243	$11,423,180	$34,786,030	$120,412,452	71.1%	28.9%
[2]	2	March 28, 2013: the date Par received FDA approval	$52,066,668	$10,606,146	$26,876,963	$89,549,777	70.0%	30.0%
[3]	3	May 1, 2013 generic entry	$50,629,626	$10,417,159	$25,843,107	$86,889,892	70.3%	29.7%
[4]	4	June 1, 2013 generic entry	$49,247,944	$11,434,833	$24,658,516	$85,341,293	71.1%	28.9%
[5]	5	July 13, 2013: earlier alternate/no-payment entry date	$51,011,772	$13,962,479	$22,901,933	$87,876,184	73.9%	26.1%
[6]	6	August 1, 2013 generic entry	$46,547,075	$11,562,649	$22,225,413	$80,335,137	72.3%	27.7%
[7]	7	September 1, 2013 generic entry	$47,668,709	$13,385,461	$21,396,550	$82,450,721	74.0%	26.0%
[8]	8	October 1, 2013 generic entry	$45,787,304	$14,738,963	$20,308,087	$80,834,355	74.9%	25.1%
[9]	9	November 1, 2013 generic entry	$35,284,263	$9,680,611	$18,499,055	$63,463,930	70.9%	29.1%
[10]	10	December 1, 2013 generic entry	$33,302,574	$8,792,193	$17,037,094	$59,131,861	71.2%	28.8%
[11]	11	January 1, 2014 generic entry	$32,019,258	$10,023,599	$16,177,716	$58,220,572	72.2%	27.8%
[12]	12	February 9, 2014 generic entry	$31,175,411	$10,030,034	$14,492,988	$55,698,434	74.0%	26.0%
[13]					**Average of Scenarios 1-12**		**72.2%**	**27.8%**

Source:

Expert Report of Dr. Rena Conti in Support of Class Certification and the Calculation of Damages for the Class of End-Payor Purchases, March 30, 2021, and Second Errata to the March 30, 2021 Expert Report of Dr. Rena Conti, January 3, 2022, Attachment C.

Notes:

Rows 1-12

[E] = ([A] + [B]) / [D]

[F] = [C] / [D]

Row 13

[E] = (sum of rows 1 through 12) / 12

[F] = (sum of rows 1 through 12) / 12

EXHIBIT 5

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION **THIS DOCUMENT RELATES TO:** **All End-Payor Actions**	Case No. 1:18-cv-04361 (AKH)

DECLARATION OF STEVEN WEISBROT, ESQ. OF ANGEION GROUP LLC
RE: THE PROPOSED NOTICE PLAN

I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC ("Angeion"). Angeion specializes in designing, developing, analyzing, and implementing large-scale, unbiased, legal notification plans.

2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.

3. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau ("IAB"), and I am co-author of the Digital Media section of Duke Law's *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School Best Practices Guide to Class Action Litigation.

5. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

6. Prior to joining Angeion's executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

7. My notice work comprises a wide range of class actions that include antitrust, data breach, mass disasters, product defect, false advertising, employment discrimination, tobacco, banking, firearm, insurance, and bankruptcy cases.

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over $15 billion to settlement class members. The

executive profiles as well as the company overview are available at https://www.angeiongroup.com/our_team.php.

10. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services.

11. This declaration will describe the Notice Plan that, if approved by the Court, Angeion will implement in this matter, including the considerations that informed the development of the plan and why it will provide due process to the Settlement Class.

SUMMARY OF THE NOTICE PLAN

12. On February 10, 2023, End-Payor Plaintiffs UFCW Local Welfare Fund and Law Enforcement Health Benefits, Inc. ("End-Payor Plaintiffs") and Novartis Pharmaceuticals Corporation and Novartis AG ("Novartis") entered into a Settlement Agreement (the "Settlement") resolving all claims asserted by the End-Payor Plaintiffs on behalf of themselves and a proposed End-Payor Class, which consists of both consumers and third-party payors (i.e., self-insured health plans, insurers, etc.).

13. The proposed Notice Plan provides individual direct notice to all reasonably identifiable Class Members via mail and email, combined with a multi-tiered, robust media campaign strategically designed to provide notice to consumers and third-party payors via a variety of methods, including state-of-the-art targeted internet notice, social media notice, a paid search campaign and publication notice. The Notice Plan also provides for the implementation of a dedicated Settlement Website and a toll-free telephone line where Class Members can learn more about their rights and options pursuant to the terms of the Settlement.

14. As discussed in greater detail below, the consumer media campaign component of the

Notice Plan is designed to deliver an approximate 80.46% reach with an average frequency of 3.07 times. This number is calculated using objective syndicated advertising data relied upon by most advertising agencies and brand advertisers. It is further verified by sophisticated media software and calculation engines that cross reference which media is being purchased with the media habits of our specific Target Audience (defined below).

15. What this means in practice is that 80.46% of our Target Audience will see a digital advertisement concerning the Settlement an average of 3.07 times each. The 80.46% reach is independent from the direct mail and email notice efforts and further does not include the third-party payor media campaign efforts, the dedicated Settlement Website and toll-free telephone line.

16. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a "high percentage" and is within the "norm." Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, "Managing Class Action Litigation: A Pocket Guide or Judges," at 27 (3d Ed. 2010).

DIRECT NOTICE

17. The Notice Plan includes direct notice via email and mail to approximately 28,500 mailing addresses and 9,500 email addresses on Angeion's proprietary list of drug stores, pharmacies, insurance companies, and health, welfare and pension funds that Angeion has obtained and manages.

Email Notice

18. As part of the Notice Plan, Angeion will send direct email notice to Class Members identified on Angeion's propriety list. Angeion designs the email notice to avoid many common "red flags" that might otherwise cause a Class Members' spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the Long Form Notice to

the email notice, because attachments are often interpreted by various Internet Service Providers ("ISP") as spam.

19. Angeion also accounts for the reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire) causes a second round of email noticing to continue to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

Mailed Notice

20. As part of the Notice Plan, Angeion will send the Notice via first class U.S. mail, postage pre-paid to Class Members identified on Angeion's propriety list.

21. In administering the Notice Plan in this action, Angeion will employ best practices to increase the deliverability rate of the mailed Notices. Angeion will cause the mailing address information for members of the Class to be updated utilizing the United States Postal Service's ("USPS") National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS.

22. Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the class member database will be updated accordingly.

23. Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as "skip tracing") utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses.

24. Notices will be re-mailed to Class Members for whom updated addresses were obtained via the skip tracing process.

CONSUMER MEDIA CAMPAIGN

Programmatic Display Advertising

25. Angeion will utilize a form of internet advertising known as Programmatic Display Advertising, which is the leading method of buying digital advertisements in the United States to provide notice of the Settlement to Class Members.[1] The media notice outlined below is strategically designed to provide notice of the Settlement to Class Members by driving them to the dedicated Settlement Website where they can learn more about the Settlement, including their rights and options.

26. To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2022 comScore Multi-Platform/MRI Simmons USA Fusion[2] to profile the Settlement Class and arrive at an appropriate Target Audience based on criteria pertinent to this Settlement. Specifically, the following syndicated research definition was used to profile potential

[1] Programmatic Display Advertising is a trusted method specifically utilized to reach defined target audiences. It has been reported that U.S. advertisers spent nearly $123.22 billion on programmatic display advertising in 2022, and it is estimated that approximately $141.96 billion will be spent on programmatic display advertising 2023. *See* https://content-na1.emarketer.com/us-programmatic-digital-display-ad-spending-2022#page-report. In laypeople's terms, programmatic display advertising is a method of advertising where an algorithm identifies and examines demographic profiles and uses advanced technology to place advertisements on the websites where members of the audience are most likely to visit (these websites are accessible on computers, mobile phones and tablets.

[2] GfK MediaMark Research and Intelligence LLC ("GfK MRI") provides demographic, brand preference and media-use habits, and captures in-depth information on consumer media choices, attitudes, and consumption of products and services in nearly 600 categories. comSCORE, Inc. ("comSCORE") is a leading cross-platform measurement and analytics company that precisely measures audiences, brands, and consumer behavior, capturing 1.9 trillion global interactions monthly. comSCORE's proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reach more effectively. comSCORE operates in more than 75 countries, including the United States, serving over 3,200 clients worldwide.

Class Members: "Hypertension/High Blood Pressure Used a branded prescription remedy or a generic prescription remedy" AND "State Group Codes: Maine/New Hampshire/Vermont or New York or Delaware/Maryland/Washington D.C./West Virginia or North Carolina/South Carolina or Florida or Washington/Oregon or California or Michigan or Wisconsin or Minnesota/Iowa or North Dakota/South Dakota or Nebraska/Kansas or New Mexico/Arizona/Utah/Nevada."

27. Based on the Target Audience definition used, the size of the Target Audience is approximately 20,995,000 individuals in the United States. It is important to note that the Target Audience is distinct from the class definition, as is commonplace in class action notice plans. Utilizing an overinclusive proxy audience maximizes the efficacy of the Notice Plan and is considered a best practice among media planners and class action notice experts alike. Using proxy audiences is also commonplace in both class action litigation and advertising generally[3].

28. Additionally, the Target Audience is based on objective syndicated data, which is routinely used by advertising agencies and experts to understand the demographics, shopping habits and attitudes of the consumers that they are seeking to reach.[4] Using this form of objective data will allow the Parties to report the reach and frequency to the Court with confidence that the reach percentage and the number of exposure opportunities comply with due process and exceed the Federal Judicial Center's threshold as to reasonableness in notification programs. Virtually all

[3] If the total population base (or number of class members) is unknown, it is accepted advertising and communication practice to use a proxy-media definition, which is based on accepted media research tools and methods that will allow the notice expert to establish that number. The percentage of the population reached by supporting media can then be established. Duke Law School, GUIDELINES AND BEST PRACTICES IMPLEMENTING 2018 AMENDMENTS TO RULE 23 CLASS ACTION SETTLEMENT PROVISIONS, at 56.

[4] The notice plan should include an analysis of the makeup of the class. The target audience should be defined and quantified. This can be established through using a known group of customers, or it can be based on a proxy-media definition. Both methods have been accepted by the courts and, more generally, by the advertising industry, to determine a population base. *Id.* at 56.

professional advertising agencies and commercial media departments use objective syndicated data tools, like the ones described above, to quantify net reach. Sources like these guarantee that advertising placements can be measured against an objective basis and confirm that the reporting statistics are not overstated. Objective syndicated data tools are ubiquitous tools in a media planner's arsenal and are regularly accepted by courts in evaluating the efficacy of a media plan or its component parts. Understanding the socioeconomic characteristics, interests and practices of a target group aids in the proper selection of media to reach that target. Here, the Target Audience has been reported to have the following characteristics:

- 68.24% are ages 55+, with a median age of 62.9 years old;
- 51.13% are male;
- 56.74% are married;
- 20.47% have children;
- 32.61% have received a bachelor's or post-graduate degree;
- 31.24% are currently employed full time;
- The average household income is $73,090; and
- 80.74% have used social media in the last 30 days.

29. To identify the best vehicles to deliver messaging to the Target Audience, the media quintiles, which measure the degree to which an audience uses media relative to the general population, were reviewed. Here, the objective syndicated data shows that members of the Target Audience spend an average of approximately 25.8 hours per month on the internet.

30. Given the strength of digital advertising, as well as our Target Audience's consistent internet use, we recommend using a robust internet advertising campaign to reach Class Members. This media schedule will allow us to deliver an effective reach level and frequency, which will

provide due and proper notice to the Settlement Class.

31. Multiple targeting layers will be implemented into the programmatic campaign to help ensure delivery to the most appropriate users, inclusive of the following tactics:

- Look-a-like Modeling: This technique uses data methods to build a look-a-like audience against known Class Members.
- Predictive Targeting: This technique allows technology to "predict" which users will be served by the advertisements about the Settlement.
- Audience Targeting: This technique uses technology and data to serve the impressions to the intended audience based on demographics, purchase behaviors and interests.
- Site Retargeting: This technique is a targeting method used to reach potential Class Members who have already visited the dedicated Settlement Website while they browsed other pages. This allows Angeion to provide a potential Settlement Class Member sufficient exposure to an advertisement about the Settlement.
- Geotargeting: The campaign will be geotargeted to the affected states.

32. To combat the possibility of non-human viewership of the digital advertisements and to verify effective unique placements, Angeion employs Oracle's BlueKai, Adobe's Audience Manger and/or Lotame, which are demand management platforms ("DMP"). DMPs allow Angeion to learn more about the online audiences that are being reached. Further, online ad verification and security providers such as Comscore Content Activation, DoubleVerify, Grapeshot, Peer39 and Moat will be deployed to provide a higher quality of service to ad performance.

Social Media

33. The Notice Plan also includes a social media campaign using Facebook and Instagram, two

of the leading social media platforms[5] in the United States. The social media campaign uses an interest-based approach which focuses on the interests that users exhibit while on these social media platforms.

34. The social media campaign will engage with the Target Audience desktop sites, mobile sites, and mobile apps. Additionally, specific tactics will be implemented to further qualify and deliver impressions to the Target Audience. *Look-a-like modeling* allows the use of consumer characteristics to serve ads. Based on these characteristics, we can build different consumer profile segments to ensure the Notice Plan messaging is delivered to the proper audience. *Conquesting* allows ads to be served in relevant placements to further alert potential Class Members. The social media ads will further be geo-targeted with a weighted delivery to account for the state geographics of the Target Audience.

35. The social media campaign will coincide with the programmatic display advertising portion of the Notice Plan. Combined, the media notice efforts are designed to deliver approximately 51.7 million impressions. To track campaign success, we will implement conversion pixels throughout the Settlement Website to understand audience behavior better and identify those most likely to convert. Conversion pixels are pieces of code put in the background of a website that allow us to see how the advertising is performing. The programmatic algorithm will change based on success and failure to generate conversions throughout the process in order to provide the most effective messaging.

36. Further, Angeion continually monitors the media results and real-time adjustments are made throughout the campaign to ensure that the notice is being delivered to the desired audience.

[5] In the United States in 2021, Facebook had approximately 302.28 million users; Instagram had approximately 118.9 million users; See:
https://www.statista.com/statistics/408971/number-of-us-facebook-users/
https://www.statista.com/statistics/293771/number-of-us-instagram-users/

Angeion adjusts for which website types, times of day, banner ad locations, and banner ad sizes are most effective. As we continue to intake data and adjust for those variables, the program continues to be optimized for effective performance.

Paid Search Campaign

37. The Notice Plan also includes a paid search campaign on Google to help drive Class Members who are actively searching for information about the Settlement to the dedicated Settlement Website. Paid search ads will complement the programmatic and social media campaigns, as search engines are frequently used to locate a specific website, rather than a person typing in the URL. Search terms would relate to not only the Settlement itself but also the subject matter of the litigation. In other words, the paid search ads are driven by the individual user's search activity, such that if that individual searches for (or has recently searched for) the Settlement, litigation or other terms related to the Settlement, that individual could be served with an advertisement directing them to the Settlement Website.

THIRD-PARTY PAYOR MEDIA CAMPAIGN

38. In addition to the consumer-focused media campaign described above, the Notice Plan includes a separate, strategic third-party payor media campaign to spread news of the Settlement. This campaign includes paid social media advertising on Facebook and LinkedIn, a paid search campaign, internet advertising and publication.

39. The social media component of the campaign on Facebook and LinkedIn will use an interest-based approach which focusing on the interests that users exhibit while on these social media platforms, engaging users on desktop sites, mobile sites, and mobile apps.

40. The paid search campaign will likewise be focused on the third-party payor audience. This is in addition to the consumer-focused paid search campaign.

41. Publication of notice of the settlement will include a one-half page insertion in *HR Magazine* as well as a one-half page insertion in a key trade magazine, such as *America's Benefit Specialist*.[6]

42. The third-party payor media campaign also includes paid internet banner advertisements on NABIP.org, as well as its E-newsletter. The National Association of Benefits and Insurance Professionals represents more than 100,000 licensed health insurance agents, brokers, general agents, consultants, and benefit professionals through more than 200 chapters across America.[7]

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

43. The Notice Plan will also implement the creation of a case-specific Settlement Website, where Class Members can easily view general information about this Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The Settlement Website will be designed to be user-friendly and make it easy for Class Members to find information about this case. The Settlement Website will also have a "Contact Us" page whereby Class Members can send an email with any additional questions to a dedicated email address. Likewise, Class Members will also be able to submit a claim form online via the Settlement Website and securely upload documentation.

44. A toll-free hotline devoted to this case will be implemented to further apprise Class Members of their rights and options pursuant to the terms of the Settlement. The toll-free hotline will use an interactive voice response ("IVR") system to provide Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week. Additionally, Class Members will be able speak

[6] Alternative, similar magazines may be utilized based on timing and availability.

[7] https://nabip.org/who-we-are

directly with a live operator during normal business hours.

REACH AND FREQUENCY

45. This declaration describes the reach and frequency evidence which courts systemically rely upon in reviewing class action publication notice programs for adequacy. The reach percentage exceeds the guidelines as set forth in the Federal Judicial Center's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide to effectuate a notice program which reaches a high degree of Class Members.

46. Specifically, the comprehensive consumer-focused media campaign is designed to deliver an approximate 80.46% reach with an average frequency of 3.07 times each. It should be noted that the 80.46% reach approximation is separate and apart from the direct notice efforts, third-party payor media campaign, the Settlement Website, and toll-free telephone support.

DATA SECURITY & INSURANCE

47. Angeion recognizes that the security and privacy of client and class member information and data are paramount, which is why Angeion has developed policies and procedures to secure our physical and network environments and to ensure the protection of data. Our Network Security policies include Network Perimeter Security, Server Hardening, Anti-Virus, Data Retention, Incident Response and Disaster Recovery Procedures. A copy of all data is always kept offline. This ensures that should our systems go down for any reason, all data will remain accessible so that cases may be administered with limited interruption.

48. Angeion has invested in a layered and robust set of trusted security personnel, controls, and technology to protect the data we handle. To promote a secure environment for client and class member data, industry leading firewalls and intrusion prevention systems protect and monitor our network perimeter with regular vulnerability scans and penetration tests. Angeion deploys best-in-

class endpoint detection, response, and anti-virus solutions on our endpoints and servers. Angeion has implemented strong authentication mechanisms and multi-factor authentication is required to access Angeion's systems and the data we protect. In addition, Angeion has employed the use of behavior and signature-based analytics as well as monitoring tools across our entire network, which are managed 24 hours per day, 7 days per week, by a team of experienced professionals.

49. Angeion's data center is defended by multi-layered, physical access security, including ID Badge entry, biometric device, and CCTV. We also deploy environmental controls including UPS, fire detection and suppression controls, and cooling systems. Our Cloud Infrastructure is bolstered by least privilege access control policies, multi-factor authentication, security best practices and image hardening guidelines.

50. Further, Angeion has a dedicated information security team comprised of highly trained, experienced, and qualified security professionals. Our teams stay on top of important security issues and retain important industry standard certifications, like SANS, CISSP, and CISA. Angeion is cognizant of the ever-evolving digital landscape and continually improves its security infrastructure and processes, including partnering with best-in-class security service providers. Angeion's robust policies and processes cover all aspects of information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties.

51. Our data privacy practices comply with the California Consumer Privacy Act, as currently drafted and follow local, national, and international privacy regulations. Further Angeion aligns with CIS and NIST security frameworks which cover relevant aspects of the HIPAA Security and Privacy Rules. Angeion is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity training to ensure that safeguarding information and cybersecurity

vigilance is a core practice in all aspects of the work our teams complete.

52. Angeion currently maintains a comprehensive insurance program, including sufficient Errors & Omissions coverage.

CONCLUSION

53. The Notice Plan outlined herein provides for direct notice via email and mail to all reasonably identifiable Class Members, combined with a robust, multi-faceted media campaign that strategically targets consumers and third-party payors. The Notice Plan also includes the implementation of a dedicated Settlement Website and toll-free hotline to further inform Class Members of their rights and options in the Settlement.

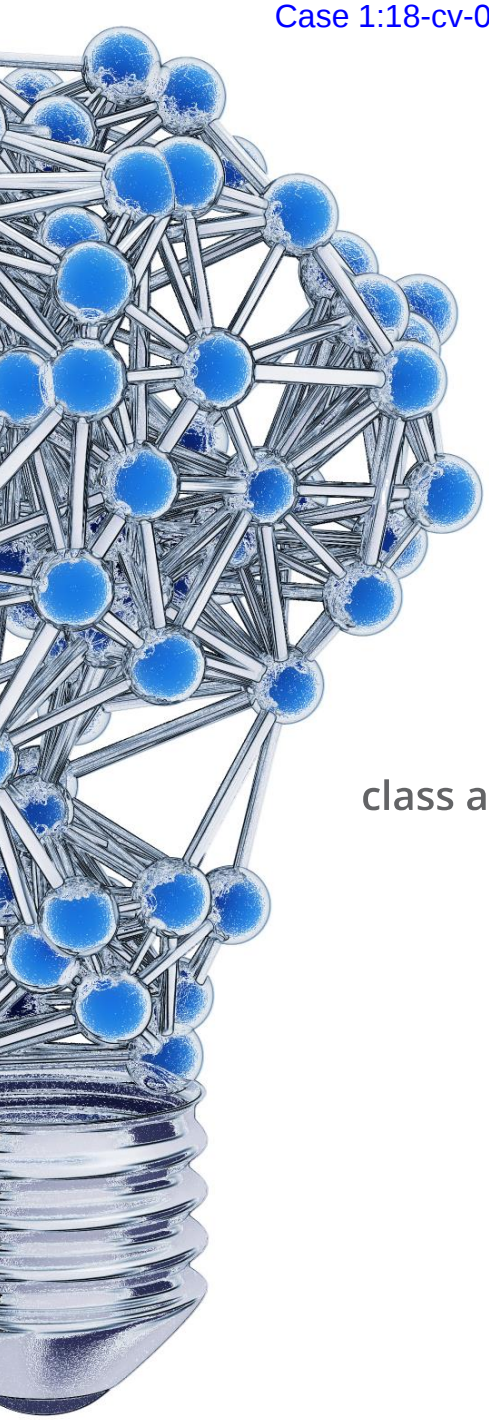
54. In my professional opinion, the Notice Plan described herein will provide full and proper notice to Class Members before the claims, opt-out, and objection deadlines. Moreover, it is my opinion that the Notice Plan is the best notice that is practicable under the circumstances and fully comports with due process, and Fed. R. Civ. P. 23. After the Notice Plan has been executed, Angeion will provide a final report verifying its effective implementation to this Court.

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

Dated: February 21, 2023

STEVEN WEISBROT

Exhibit A



INNOVATION
IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support

ANGEION GROUP
Changing the Rules

Judicial Recognition

IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign…The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699

The Honorable John Z. Lee, United States District Court, Northern District of Illinois (October 1, 2021): The Court approves, as to form and content, the proposed Class Notices submitted to the Court. The Court finds that the Settlement Class Notice Program outlined in the Declaration of Steven Weisbrot on Settlement Notices and Notice Plan (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all requirements of applicable law, Federal Rule of Civil Procedure 23, and due process.

IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164

The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members…

IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 31, 2022): The Court approves the Notice Plan, Notice of Proposed Class Action Settlement, Claim Form, and Opt-Out Form, which are attached to the Settlement Agreement as Exhibits B-E, and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Actions, the effect of the proposed Settlement (including the releases contained therein), the anticipated Motion for a Fee and Expense Award and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493

The Honorable Fernando M. Olguin, United States District Court, Central District of California (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903

The Honorable John A. Gibney Jr., United States District Court, Eastern District of Virginia (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice…Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.

Case No. 3:19-cv-0400

The Honorable Laurel Beeler, United States District Court, Northern District of California (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION

Case No. 0:20-cv-01906

The Honorable Wilhelmina M. Wright, United States District Court, District of Minnesota (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email addresses are unavailable, which is the best practicable notice under the circumstances…The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

RASMUSSEN v. TESLA, INC. d/b/a TESLA MOTORS, INC.

Case No. 5:19-cv-04596

The Honorable Beth Labson Freeman, United States District Court, Northern District of California (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court's final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.

Case No. 4:19-cv-03074

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 16, 2021): The parties' proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

Case No. 2:18-cv-07241

The Honorable Christina A. Snyder, United States District Court, Central District of California (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website…The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)…

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219

The Honorable Joanna Seybert, United States District Court, Eastern District of New York (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpasettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish),

and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486

The Honorable Robert M. Dow, Jr., United States District Court, Northern District of Illinois (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation…(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114

The Honorable Michael M. Baylson, United States District Court, Eastern District of Pennsylvania (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim"), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032

The Honorable Cathy Seibel, United States District Court, Southern District of New York (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action…and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL

The Honorable Eddie C. Sturgeon, Superior Court of the State of California, County of San Diego (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702

The Honorable Mark W. Pedersen, United States District Court for the Western District of New York (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action…(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON T AL. v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962

The Honorable Lewis J. Liman, United States District Court, Southern District of New York (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167

The Honorable Timothy C. Batten, Sr., United States District Court, Northern District of Georgia (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977

The Honorable Robert J. Shelby, United States District Court, Eastern District of Oklahoma (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan…The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERT ET AL. v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418

The Honorable Edward M. Chen, United States District Court, Northern District of California (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action …(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC

Case No. 4:20-cv-04412

The Honorable Jeffrey S. White, United States District Court, Northern District of California (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

WILLIAMS ET AL. v. RECKITT BENCKISER LLC ET AL.

Case No. 1:20-cv-23564

The Honorable Jonathan Goodman, United States District Court, Southern District of Florida (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices

substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it…The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program…constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the

circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.

Case No. 3:18-cv-05982

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co., 399 U.S. 306, 314 (1650).*

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.

Case No. 1:16-cv-01122

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAAZ, INC. ET AL.

Case No. 4:18-cv-00430

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.

Case No. 5:18-cv-05225

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY ET AL. v. CYTOSPORT INC.

Case No. 3:15-cv-00165

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.

Case No. D-202-CV-2001-00579

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on "Programmatic Display Advertising" to reach the "Target Audience," Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of "Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill]," Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes "search targeting," "category contextual targeting," "keyword contextual targeting," and "site targeting," to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through "learning" technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness

website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is "designed to result in serving approximately 59,598,000 impressions." Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is "'reasonably calculated, under all the circumstances,' to apprise all class members of the proposed settlement." Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel's attorney's fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties' briefings, plaintiffs' declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC's experience and qualifications, and in light of defendants' non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties' revised proposed notice program, the Court agrees that the parties' proposed notice program is the "best notice that is practicable under the circumstances." The Court is satisfied with the representations made regarding Angeion Group LLC's methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court APPROVES the parties' revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Ci vii Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified

through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the

requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated $1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media "marketing" – is the "best notice…practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and "reminder" first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr.

Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to "baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers," and will target users who are currently browsing or recently browsed categories "such as parenting, toddlers, baby care, [and] organic products." (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation;

of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04 —is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITEFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to

the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short- Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web- based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall

constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

EXHIBIT 6

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION THIS DOCUMENT RELATES TO: All End-Payor Actions	Case No. 1:18-cv-04361 (AKH)

DECLARATION OF ROBYN GRIFFIN OF THE HUNTINGTON NATIONAL BANK IN SUPPORT OF PLAINTIFFS' MOTION FOR APPOINTMENT OF ESCROW AGENT

I, Robyn Griffin declare and state as follows:

1. I am Robyn Griffin at The Huntington National Bank ("Huntington") the escrow agent retained in this matter. I make this declaration in support of Plaintiffs' Motion for Appointment of Escrow Agent. The following statements are based on my personal knowledge and information provided to me by Counsel and other Huntington employees working under my supervision and, if called upon to do so, I could and would testify competently thereto.

2. I have over 25 years' experience in the financial sector, holding officer positions at TD Bank, Citizens Bank, and Merrill Lynch. I have an M.B.A. from New York University's Stern School of Business, and hold a B.A. from Rutgers University in Economics. More information about the experience of our full team is attached hereto as Exhibit A: Our Dedicated Team.

3. Huntington's National Settlement Team has over 20 years of experience acting as escrow agents on various cases. We have handled more than 3,500 settlements for law firms, claims administrators, and regulatory agencies. These cases represent over $70 billion with more than 15 million checks, including some of the largest settlements in U.S. history. Our team has acted as escrow agent for a significant portion of these cases.

4. Huntington Bancshares Incorporated is a $183 billion asset regional bank holding company headquartered in Columbus, Ohio. Founded in 1866, The Huntington National Bank and its affiliates provide consumers, small and middle-market businesses, corporations, municipalities, and other organizations with a comprehensive suite of banking, payments, wealth management, and risk management products and services. Huntington operates more than 1,000 branches in 11 states, with certain businesses operating in extended geographies.

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

Executed on this 16th Day of February, 2023 at Park City, Utah.

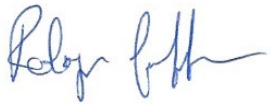
s/ 

Exhibit A

OUR DEDICATED TEAM

Robyn Griffin
Robyn is a Senior Managing Director of Huntington Bank's National Settlements Team. She has over 25 years of experience in the financial industry holding officer positions at TD Bank, Citizens Bank, and Merrill Lynch. Robyn holds an M.B.A. from the Stern School of Business, New York University and B.A. in economics from Rutgers University. She also has held a Series 7 and Series 66 Insurance Licenses. She served as Executive Director of the National Association of Shareholder and Consumer Attorneys (NASCAT) and an Associate Member of the American Bar Association.

Chris Ritchie
Chris is an Executive Managing Director of Huntington Bank's National Settlement Team. He brings over 30 years of banking experience with past positions held at Chase Manhattan Bank and Citizens Bank. Chris has an M.B.A. from Fordham University and a B.A. from Fairfield University. He is a Vice President of the Institute for Law & Economic Policy (ILEP). He served on the boards of the Philadelphia Bar Foundation and the Special Olympics of Pennsylvania. He also served as Conference Co-Chair, Class Action Money & Ethics Conference in New York (May 2018 and May 2019), Distribution of Securities Litigation Settlements in San Francisco (February 2008) and in New York (September 2008 and March 2010).

Liz Lambert
Liz Lambert is a Senior Managing Director of Huntington Bank's National Settlement Team. She began her professional career in fixed income sales at Salomon Brothers Inc. in 1986, after graduating with a B.A. in Business Administration and French from the State University of New York at Albany. She has 34 years of banking experience with officer positions held at National Westminster Bank, Mellon Bank, Comerica Bank/Progress Bank and Citizens Bank. Liz is an Associate Member of the American Bar and Philadelphia Bar Associations, and a Member of the American Constitution Society

Melissa Villain
Melissa is a Managing Director of Huntington Bank's National Settlement Team. She is a graduate of the University of Central Florida with a B.A. in Advertising and Public Relations and previously held her Series 6 and Series 63 Florida Insurance Licenses. Melissa has more than 25 years of banking experience with past positions held at Wachovia Bank, The Bank Brevard, and Citizens Bank.

Rose Kohles
Rose is an Associate Director of Huntington Bank's National Settlement Team. Rose began her professional career at PNC Bank as a Treasury Management Sales Officer after receiving her B.A. in Finance from Temple University. Rose serves as the Communications Director for the Committee to Support Antitrust Laws, a lobbying organization that seeks to protect the rights of small businesses and consumers in the marketplace. Recently joined the Board of St. Augustine Academy, a non-profit after school program for young girls in the Philadelphia area as an Observing Board Member.