

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**THIRD PARTY PAYOR PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENTS BETWEEN THE TPP PLAINTIFFS AND
DEFENDANTS ALLERGAN, JANSSEN, TEVA, CVS, WALGREENS, AND WALMART
AND DIRECTION OF NOTICE UNDER FEDERAL RULE OF CIVIL PROCEDURE
23(e)**

Third Party Payor Plaintiffs Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund ("Class Representatives" or "TPP Plaintiffs"), on behalf of themselves and the proposed Settlement Class¹ they represent, respectfully move this Court to enter an Order:

¹ Unless otherwise noted, capitalized terms herein have the definitions set forth in the four Settlement Agreements.

- Preliminarily approving the proposed settlements with Defendants Allergan, Janssen, Teva, CVS, Walgreens, and Walmart, totaling \$180 million, as likely to be found fair, reasonable, and adequate under Rule 23(e) of the Federal Rules of Civil Procedure, and making the requisite preliminary findings;
- Directing notice to be sent to potential Class Members in the form and manner set forth in the Settlement Agreements and herein;
- Setting deadlines for class notice to be sent and for the timing, form, and content of any exclusions or objections in the form and manner set forth in the Settlement Agreements and herein;
- Appointing A.B. Data, Ltd. (“A.B. Data”) to serve as the Notice and Claims Administrator;
- Appointing Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors’ Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund as Settlement Class Representatives;
- Appointing Paul J. Geller and Mark J. Dearman of Robbins Geller Rudman & Dowd LLP (“Robbins Geller”), Elizabeth J. Cabraser and Eric B. Fastiff of Lieff Cabraser Heimann & Bernstein, LLP (“Lieff Cabraser”), and James R. Dugan, II of The Dugan Law Firm, APLC (“The Dugan Firm”) as Interim Settlement Class Counsel and appointing Mr. Geller, Ms. Cabraser, and Mr. Dugan as Interim Co-Lead Settlement Class Counsel;

- Setting a hearing date and schedule for final approval of the settlements, certification of the Settlement Class, and consideration of Interim Settlement Class Counsel's motion for award of fees, costs, expenses, charges, and Settlement Class Representative service awards; and
- Staying the TPP Actions pending in MDL 2804 as to Defendants Allergan, Janssen, Teva, CVS, Walgreens, and Walmart (the "Settling Defendants")² and their subsidiaries and affiliates, staying the Actions brought by the TPP Bellwether Plaintiffs and Settlement Class Representatives as to the Settling Defendants and their subsidiaries and affiliates, until the Court renders a final decision regarding the approval of the Settlement, and enjoining all Settlement Class Members from filing, commencing, prosecuting, continuing, litigating, intervening in, or participating as class members in any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class.

Plaintiffs' [Proposed] Orders Granting Third Party Payor Plaintiffs' Motion for (1) Preliminary Approval of Class Action Settlement, and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e) ("Preliminary Approval Orders") are separately submitted with this motion. The Settling Defendants do not oppose entry of the Preliminary Approval Orders.

This motion is supported by the following memorandum of points and authorities and the accompanying Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser and Exhibits thereto ("Joint Declaration" or "Joint Decl."), including: the Class Action Settlement Agreement among Third Party Payors and the Allergan Defendants (Exhibit A), the Class Action Settlement

² Each Settling Defendant is defined here as set forth in Section I of its respective Settlement Agreement.

Agreement among Third Party Payors and the Janssen Defendants (Exhibit B), the Class Action Settlement Agreement among Third Party Payors and the Teva Defendants (Exhibit C), and the Class Action Settlement Agreement among Third Party Payors and CVS, Walgreens, and Walmart Defendants (Exhibit D) (collectively, Exhibits A-D are “Settlement Agreements” or “Agreements”); the Declaration of Dr. Meredith Rosenthal, submitted as Exhibit E to the Joint Declaration (and Exhibit F to the prior Joint Declaration in Support of Third Party Payor Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Federal Rule of Civil Procedure 23(e), ECF 5614-7); and the Declaration of Eric J. Miller, which is attached as Exhibit I to the Joint Declaration.

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MEMORANDUM OF POINTS AND AUTHORITIES

Plaintiffs Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund, respectfully submit this Memorandum of Points and Authorities in support of their Motion for Preliminary Approval of Class Action Settlements between the TPP Plaintiffs and Defendants Allergan, Janssen, Teva, CVS, Walgreens, and Walmart (the "Settling Defendants") and request entry of each [Proposed] Order Granting Third Party Payor Plaintiffs' Motion for (1) Preliminary Approval of Class Action Settlement, and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e).

I. INTRODUCTION

The Settlement Agreements, once approved by this Court, will provide significant compensation to the proposed Settlement Class and will resolve claims by TPP Plaintiffs and other Class Members against Settling Defendants. Collectively, the Settlement Agreements total \$180 million, inclusive of expenses, fees, and costs, including without limitation any common benefit assessment owed pursuant to the Ongoing Common Benefit Order in MDL No. 2804 (ECF 4428).

The following is a summary of the key financial terms:

- Allergan Settlement Agreement: \$10 million total to be paid into the agreed Escrow Account, as detailed in the Allergan Settlement Agreement;
- Janssen Settlement Agreement: \$40 million paid into the agreed Escrow Account, as detailed in the Janssen Settlement Agreement;
- Teva Settlement Agreement: \$45 million total to be paid into the agreed Escrow Account, as detailed in the Teva Settlement Agreement;

- Pharmacies Settlement Agreement: \$85 million total to be paid into the agreed Escrow Account, as detailed in the Pharmacies Settlement Agreement.

The Settling Defendants will advance a portion of their respective Settlement Amounts sufficient to cover the Notice and Administrative Costs, but in no event greater than \$1,000,000 per each of the four Agreements. After the Effective Date, the Settlement Amount shall not be subject to reduction and no funds may be returned to the Settling Defendants.

Valid claims will be paid pursuant to a fair and equitable Plan of Allocation, developed by a preeminent expert familiar with the opioids litigation, which takes into account each Class Member's estimated spend on opioids and opioid-related treatment, services, and procedures, consistent with prior settlements. *See* the Declaration of Dr. Meredith Rosenthal, submitted as Exhibit E to the Joint Declaration ("Rosenthal Declaration"). This is the same allocation model the Court approved when it considered the TPP settlement with the Distributor Defendants. *See* ECF 5614-7.

The settlement compensates Class Members for their claims for amounts paid and/or costs incurred for opioids and/or for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from opioids. Under the Plan of Allocation, any Class Member filing a valid claim will be paid its net allocative share, after final judgment. As noted, the proposed Plan of Allocation is the same plan this Court previously approved. *See* ECF 5869 at 3 (finding "the Plan of Allocation treats Settlement Class Members equitably relative to one another"). There, not a single Class Member objected to the Plan. *See* ECF 5694 at 8.

II. BACKGROUND

A. Summary of the Litigation and Procedural History

The TPP Actions (this "Litigation") allegedly arise from the nationwide opioid crisis with which this Court is all too familiar. TPP Plaintiffs are private benefit plans that provide health and

welfare benefits to members and their families, including reimbursement for the costs of prescription opioids and opioid-related medical claims. TPP Plaintiffs allege that the opioid industry's practices uniquely harmed TPPs by causing them to pay for prescription opioids rather than for safer, non-addictive, and lower-cost prescription drugs (including over-the-counter pain relievers) that would have been used otherwise, and to pay for opioid addiction-related treatment that followed.

TPP Plaintiffs and other potential Class Members first filed cases in late 2017 through early 2019, the vast majority of which were centralized in this MDL. On February 21, 2020, the Court denied in part Marketing Defendants', Distributor Defendants', and Pharmacy Defendants' motions to dismiss the Corrected Unredacted Amended Complaint brought by the TPP "briefing bellwether" Plaintiffs: Cleveland Bakers and Teamsters Health and Welfare Fund and Pipe Fitters Local Union No. 120 Insurance Fund. *See In re Nat'l Prescription Opiate Litig.*, 440 F. Supp. 3d 773 (N.D. Ohio 2020). The Court also subsequently denied certain defendants' motions to certify the *Cleveland Bakers* motion-to-dismiss Order for interlocutory appeal. *See* ECF 3289.

For several years after, the Court adjudicated other cases in this MDL, most prominently government subdivisions' cases against defendants throughout the opioid supply chain. But in 2023, the Court returned to the TPP cases. Following a months-long bellwether selection, on October 25, 2023, the Court entered an Order identifying four bellwether cases brought by TPP Plaintiffs ("TPP Bellwether Plaintiffs"). *See* ECF 5225. Throughout January and February 2024, TPP Bellwether Plaintiffs issued subpoenas to numerous third parties to obtain prescription and medical transaction data, and on February 15, 2024, TPP Bellwether Plaintiffs served their Amended Complaints.

On May 30, 2024, the Distributor Defendants filed a Joint Motion to Sever and Stay

proceedings in order to negotiate settlement documentation, which the Court granted. ECF 5470. The parties briefed the class settlement, while MDL 2804 actions as to the Settling Distributors were stayed. ECF 5616 at 7. Ultimately, this Court granted final approval of the class settlement with Distributor Defendants on January 15, 2025. ECF 5869.

Meanwhile, litigation proceeded against the Settling Defendants. In spring 2024, the parties extensively negotiated the scope and fields for the medical and pharmacy claims data that the TPP Bellwether Plaintiffs had subpoenaed, culminating with the Court's entry of the Order Governing the Production of Medical and Pharmacy Data on May 29, 2024. ECF 5468. Between summer and fall 2024, following briefing, the Court made two key determinations: it clarified its intention to hear the bellwethers as individual cases; and it severed claims other than federal RICO and state law analogs, conspiracy, and consumer fraud causes of action. *See* ECF 5675. In November 2024, the parties exchanged proposed search terms, and in January 2025, the parties began serving formal written discovery. Efforts continued to obtain claims data and negotiate deficiencies, including through heightened coordination with Special Master David Cohen. In April 2025, the Court ordered third parties to whom claims data subpoenas were issued to provide certain medical and pharmacy output fields. *See* ECF 6061. Through fall 2025 and early 2026, the parties extensively negotiated, briefed, and argued ESI and data productions and written discovery.

B. Settlement Negotiations

On January 21, 2025, Janssen and PEC members of the Court-appointed Settlement Negotiating Committee (Paul J. Geller and Elizabeth J. Cabraser), with their partners Mark J. Dearman, Dory P. Antullis, Eric B. Fastiff, and Dan Drachler, as well as PEC-Member James R. Dugan, II, and outside counsel for large insurers mediated TPP claims. Allergan and Mr. Geller, Ms. Cabraser, Mr. Dugan, their colleagues, and outside counsel for large insurers, also agreed to

mediate TPP claims on February 12, 2025. These mediations took place before Mr. Fouad Kurdi, who has successfully mediated previous opioids settlements, including the TPP class settlement in *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*, MDL No. 2996 (N.D. Cal.) and the aforementioned TPP-Distributors Settlement in this MDL. The parties participated in a series of telephonic discussions and information exchanges, which culminated in an in-person mediation (Allergan) in Boca Raton, Florida and a Zoom mediation (Janssen) with Mr. Kurdi. Although no settlement was reached on those days, Mr. Kurdi continued to work with the parties. In tandem with these negotiations, proposed Interim Co-Lead Counsel negotiated a settlement with Teva—which purchased the related Actavis Generic Entities in 2016—and with the Settling Pharmacies, via Mr. Kurdi as an intermediary.

On November 26, 2025, Allergan, Teva, and proposed Interim Class Counsel accepted a mediator’s proposal from Mr. Kurdi. On February 6, 2026, the Settling Pharmacies and proposed Interim Class Counsel accepted Mr. Kurdi’s mediator’s proposal. And in March 2026, Janssen and proposed Interim Class Counsel also accepted a mediator’s proposal from Mr. Kurdi. Those proposals represent the instant settlements, which are the result of those extensive, informed, and arm’s-length negotiations.

III. PROPOSED SETTLEMENT

A. Proposed Class

The Settlement is conditioned upon the certification at final approval, for settlement purposes only, of the following Class (the “Settlement Class”):

All entities that: (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale; and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to

the date of entry of the Preliminary Approval Order(s). For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibits B to the Settlement Agreements are included in the Class. Exhibits B are non-exhaustive lists and do not purport to identify all members of the Class.

Excluded from the Class are:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendants; (b) PBMs; (c) consumers; and (d) fully insured plan sponsors.

For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and

2. (a) the Settling Defendants and their subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of any Settling Defendant, and the immediate family members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

B. Settlement Consideration and Plan of Allocation

The individual Settlement Agreements with the Settling Defendants contemplate a total recovery of \$180 million, which, together with any interest that accrues, constitutes the Settlement Funds. After the Effective Date, no portion of the Settlement Funds will revert to the Settling Defendants. *See* Joint Decl. Exs. A-C, §IV.A.2; Ex. D, §IV.A.3. Payment of the Settlement Amount by the Settling Defendants will not be considered: (1) an admission, concession, or evidence of liability or wrongdoing; or (2) a waiver or any limitation of any defense otherwise available to the Settling Defendants.

TPP Plaintiffs' proposed Plan of Allocation among members of the proposed Settlement

Class was developed by Dr. Meredith Rosenthal. Dr. Rosenthal's qualifications and the Plan of Allocation are summarized and detailed in the Rosenthal Declaration. *See* ECF 5614-7.

C. Release

In exchange for the settlement consideration, Settling Defendants will receive from the Settlement Class a release for claims based on, arising out of, or in any way relating to or concerning the Covered Conduct, as set forth in the Settlement Agreements, including claims that allege opioid drug manufacturers misrepresented the risks and safety of long-term prescription opioid use and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. Joint Decl. Exs. A-D, §§IV.A, IX. The Released Claims cover any and all Claims, including Unknown Claims, against any Released Entity, whether they were actually asserted or could have been asserted in this or any proceeding, that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct, as set forth by the Settlement Agreements, which does not include breach of contract or other commercial claims arising in the ordinary course of business between a Releasor and the Settling Defendants that are wholly unrelated to the Released Claims.

D. Class Notice Program and Opt-Out Right

Potential Class Members will be notified by the methods ordered by the Court, and notice to the Class and the costs of administration will be funded from the Settlement Funds. Joint Decl. Exs. A-D, §§V.D., VII.A.6, B.1. Proposed Interim Class Counsel propose the same plan of notification that was already approved and successfully delivered notice in the Distributors' Settlement. They ask the Court to re-appoint A.B. Data as Notice and Claims Administrator. A.B. Data is a nationally recognized, highly experienced notice and claims administrator that has on numerous occasions provided email or direct mail notice to TPPs, including recently in the TPP class settlement in *McKinsey* and the TPP-Distributors Settlement in this MDL. For a description

of A.B. Data's qualifications and experience, see the accompanying Declaration of Eric J. Miller, Joint Decl. Ex. I. A.B. Data will provide direct notice to potential Class Members through a combination of mail, email, and internet publication of the Settlement and of every potential Class Member's right to opt out. The proposed Class Notice will also be posted on the dedicated TPP Settlement website [<https://tppopioidsettlement.com/>]. For any opt out that is submitted to the Notice and Claims Administrator, A.B. Data will create a single automatic forwarding email or otherwise ensure that each Settling Party timely receives the opt out. The content of the proposed Notice clearly articulates the terms of the Settlements and Class Members' rights and options in plain, easily understood language. *See* Joint Decl. Exs. F-G. If the Court grants final approval, each Class Member that submits a valid and timely claim form will receive a distribution in accordance with the Plan of Allocation.

E. Attorneys' Fees and Expenses and Service Awards

Pursuant to Fed. R. Civ. P. 23(h) and this Court's May 9, 2022 Ongoing Common Benefit Order (ECF 4428), Plaintiffs intend to apply to the Court for attorneys' fees in an amount not to exceed 20% of the Settlement Funds, plus all reimbursable costs and service awards. *See Rawlings v. Prudential-Bache Props., Inc.*, 9 F.3d 513, 515-16 (6th Cir. 1993) (attorneys' fees may be properly awarded as a "percentage of the fund method").³ This amount is below what is routinely approved by the Sixth Circuit. *See, e.g., McKnight v. Erico Int'l Corp.*, 655 F. Supp. 3d 645, 663 (N.D. Ohio 2023) (approving attorneys' fees amounting to 32.6% of the settlement fund); *Brent v. Midland Funding, LLC*, 2011 WL 3862363, at *19 (N.D. Ohio Sep. 1, 2011) (collecting cases). Moreover, the amount awarded by the Court will include the common benefit obligations due under the Court's common benefit-related Orders, which shall be allocated by the Fee Panel

³ Unless otherwise noted, all emphasis is added and citations are omitted.

among qualified applicants: firms that: (1) represent litigating TPPs against the Settling Defendants (parallel to requirements in prior governmental entity settlements); and (2) did work that inured to the common benefit. The fee award net of the common benefit assessment shall be allocated by Co-Lead Class Counsel among counsel who have performed authorized work for the benefit of the Settlement Class.

The proposed Class Representatives and their undersigned counsel have vigorously pursued this Litigation since 2017. Joint Decl. ¶¶6-11. Each has been integral to the successful prosecution of this Litigation—six of seven of these proposed Class Representatives are serving as either TPP Bellwether Plaintiffs or TPP briefing bellwethers. As will be further described in a declaration to be filed in conjunction with Interim Class Counsel’s request for an award of attorneys’ fees, reimbursement of expenses, and service awards, the TPP Plaintiffs participated extensively by researching their claims before filing complaints and amended complaints, briefing motions to dismiss, completing plaintiff fact sheets, producing sensitive data and documents, and regularly communicating with their retained counsel regarding the status and strategy of the Litigation. *Id.* ¶¶23-25. After successfully settling with Distributors, this work has continued via the active litigation in Tracks 16-19. *Id.* ¶11. In light of these continued efforts, Interim Class Counsel will seek an order from the Court awarding \$50,000 to the four Class Representatives that are TPP Bellwether Plaintiffs, and a service award of \$10,000 for the three other Class Representatives. The application for attorneys’ fees and expenses and service awards will be posted on the Settlement website. The award to each Class Representative is in recognition of the time, effort, and expense each incurred pursuing claims that benefited the Settlement Class.

Any fees, expenses, and service awards ordered by this Court shall be deducted and paid from the Settlement Funds. Joint Decl. Exs. A-D, §§VIII.B, F.

IV. ARGUMENT

A. Legal Standard on Granting Preliminary Approval and Disseminating Notice to the Settlement Class

Federal Rule of Civil Procedure 23(e) governs a district court's analysis of the appropriateness of a proposed class action settlement and creates a three-stage process for approval. First, a court must determine that it is likely to: (i) approve the proposed settlement as fair, reasonable, and adequate, after considering the factors outlined in Rule 23(e)(2); and (ii) certify the settlement class after the final approval hearing. *See* Fed. R. Civ. P. 23(e)(1)(B); Fed. R. Civ. P. 23 advisory committee's note to 2018 amendment (standard for directing notice is whether the court "likely will be able both to approve the settlement proposal under Rule 23(e)(2) and . . . certify the class for purposes of judgment on the proposal"). Second, a court must direct to the proposed settlement class a notice describing the terms of the proposed settlement and the definition of the proposed class in order to give class members an opportunity to object or opt out. *See* Fed. R. Civ. P. 23(c)(2)(B) and (e)(1), (5). Third, after a hearing, the Court may grant final approval of the proposed settlement by certifying the settlement class and finding that the settlement is fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e)(2).

B. The Court Will Be Able to Certify the Proposed Class for Settlement Purposes upon Final Approval

Certification of a settlement class is a two-step process: First, the Court must find that the proposed settlement class satisfies the requirements of Rule 23(a) for settlement purposes; and second, the Court must find that a class action may be maintained under an appropriate provision of Rule 23. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613-14 (1997). This TPP Class is similar to TPP classes that numerous courts, including this Court, have certified for litigation or for settlement under Rule 23(b)(3). *See, e.g.*, ECF 5616 at 3-4 (preliminary approval of TPP class settlement with Distributors); ECF 5869 at 2 (final approval of same); *McKinsey*, No. 3:21-md-

02996-CRB (N.D. Cal. Apr. 8, 2024), ECF 702 (preliminary approval order); *In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig.*, 335 F.R.D. 1 (E.D.N.Y. 2020); *In re EpiPen (Epinephrine Injection, USP) Mktg., Sales Pracs. & Antitrust Litig.*, 2020 WL 1180550 (D. Kan. Mar. 10, 2020); *In re Lidoderm Antitrust Litig.*, 2017 WL 679367 (N.D. Cal. Feb. 21, 2017); *In re Loestrin 24 FE Antitrust Litig.*, 410 F. Supp. 3d 352 (D.R.I. 2019); *In re Nexium (Esomeprazole) Antitrust Litig.*, 297 F.R.D. 168 (D. Mass. 2013), *aff'd*, 777 F.3d 9 (1st Cir. 2015). As in those cases, the proposed class here readily satisfies the Rule 23(a)(1)-(4) and (b)(3) certification requirements for settlement purposes, and the Court will easily be able to certify the nationwide TPP Settlement Class.

1. The Class Meets the Rule 23(a)(1)-(4) Requirements

Federal Rule of Civil Procedure 23(a) requires numerosity, commonality, typicality, and adequacy. Additionally, the Sixth Circuit has adopted an implicit ascertainability requirement for classes certified under Rule 23(b)(3). *See In re Nat'l Prescription Opiate Litig.*, 2021 WL 320754, at *3 (N.D. Ohio Feb. 1, 2021) (citing *Cole v. City of Memphis*, 839 F.3d 530, 541 (6th Cir. 2016)).

a. Rule 23(a)(1): the Class Is Sufficiently Numerous

Numerosity requires that the class be “so numerous that joinder of all members is impracticable[.]” Fed. R. Civ. P. 23(a)(1). The Class contains over 40,000 TPPs—a number that easily satisfies numerosity. *See* ECF 5869 at 2 (TPP-Distributors’ Final Approval Order); *Snelling v. ATC Healthcare Servs. Inc.*, 2012 WL 6042839, at *5 (S.D. Ohio Dec. 4, 2012) (a class of 40 or more is sufficiently numerous); *Rotuna v. W. Customer Mgmt. Grp., LLC*, 2010 WL 2490989, at *3 (N.D. Ohio June 15, 2010) (1,800-member class satisfied numerosity).

b. Rule 23(a)(2): the Class’s Claims Present Common Questions of Law and Fact

Commonality requires that class members share common questions of law or fact. *See*

Fed. R. Civ. P. 23(a)(2). To assess commonality, courts consider whether there is a common contention that, if resolved, would address all claims “in one stroke.” *McKnight*, 655 F. Supp. 3d at 656-57 (citing *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)). Here, all Class Representatives’ and Settlement Class Members’ claims turn primarily on alleged violations of RICO, negligence, and civil conspiracy—federal claims with a nationwide body of operative law, including a series of Supreme Court decisions, that are familiar to the Court and have informed the Court’s prior TPP-related pretrial Orders. Underlying these claims is a core set of common questions about, *inter alia*: (i) Settling Defendants’ alleged conduct of a RICO enterprise through a pattern of violative acts, including mail and wire fraud, in deliberate disregard of federal and state law duties related to controlled substances in order to maximize profits from the manufacturing, prescribing, and selling of prescription opioids; and (ii) whether Settling Defendants’ alleged conduct and collaboration with other opioid industry actors caused or contributed to the alleged harm to TPPs’ business and property (economic loss). The answers to these questions will be the same across the TPP Class because these liability-related questions relate to each Settling Defendant’s alleged knowledge and conduct, not circumstances unique to any individual TPP, and are central to each Class Member’s claims. ECF 5869 at 2 (TPP-Distributors’ Final Approval Order). They are thus questions that can be fairly resolved, whether through litigation or settlement, for all Class Members at once. *Id.* Rule 23(a)(2) is met, and, given the significance of each of these common questions, Rule 23(c)(4) is also met.

c. Rule 23(a)(3): Settlement Class Representatives’ Claims Are Typical of Other Class Members’ Claims

Typicality requires “the claims or defenses of the representative parties [to be] typical of the claims or defenses of the class[.]” Fed. R. Civ. P. 23(a)(3). A named plaintiff’s claim is typical if “it arises from the same event or practice or course of conduct that gives rise to the claims of

other class members, and if his or her claims are based on the same legal theory.” *Beattie v. CenturyTel, Inc.*, 511 F.3d 554, 561 (6th Cir. 2007) (citing *In re Am. Med. Sys., Inc.*, 75 F.3d 1069, 1082 (6th Cir. 1996)). Here, the typicality requirement is satisfied for the same reasons that TPPs’ claims meet the commonality requirement. ECF 5869 at 2 (TPP-Distributors’ Final Approval Order). Specifically, TPPs’ claims arise from Settling Defendants’ same alleged conduct and from the same legal duties they allegedly had to put appropriate control systems in place to guard against the diversion and abuse of opioid drugs, creating a clear nexus between Class Representatives’ claims and those of the TPP Class Members. Rule 23(a)(3) is satisfied. ECF 5869 at 2 (TPP-Distributors’ Final Approval Order).

d. Rule 23(a)(4): Class Representatives and Interim Class Counsel Have Protected and Will Protect the Class’s Interests

Adequacy requires “the representative parties [to] fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). The Sixth Circuit articulates two criteria for determining adequacy: “(1) the representative must have common interests with the unnamed members of the class; and (2) it must appear that the representative will vigorously prosecute the interests of the class through qualified counsel.” *McKnight*, 655 F. Supp. 3d at 657 (quoting *Senter v. Gen. Motors Corp.*, 532 F.2d 511, 524 (6th Cir. 1976)). Put another way, the adequacy of class representation is “determine[d by] whether class counsel are qualified, experienced and generally able to conduct the litigation, and . . . [by] whether the class members have interests that are not antagonistic to one another.” *Pelzer v. Vassalle*, 655 F. App’x 352, 364 (6th Cir. 2016) (quoting *Stout v. J.D. Byrider*, 228 F.3d 709, 717 (6th Cir. 2000)).

The proposed Class Representatives are: Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees

District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund. These Representatives have no interests antagonistic to Class Members, and they will continue to protect the Class's interests in overseeing administration of the settlement and through any appeals. The Class Representatives, which include named Plaintiffs in actions centralized in this MDL, understand their duties, have agreed to consider the interests of absent Class Members, and have reviewed and uniformly endorse the Settlement Agreements' terms. Joint Decl. ¶¶23-25. They have also participated actively in the case, including by researching their claims before filing complaints and amended complaints, engaging in plaintiff-side discovery by producing confidential documents and claims data, and communicating with their counsel regarding the strategy, status, and settlement of the Litigation. Each proposed Class Representative has expressed continued willingness to protect the Class until the Settlement is approved and its administration completed. *Id.*

Moreover, as demonstrated throughout this Litigation, the proposed Interim Class Counsel have undertaken the ongoing pleading, briefing, investigative, discovery work, effort, and expense of the TPP Litigation in this MDL. They have demonstrated their willingness to devote whatever resources were necessary to reach a successful outcome throughout the more than eight years since filing their clients' complaints. They, too, satisfy Rule 23(a)(4). Proposed Interim Class Counsel's successes, experience, and work in the MDL are described in the Joint Declaration at ¶¶26-32.

In the instant case, Mr. Geller, Ms. Cabraser, Mr. Dugan, Mr. Dearman, and Mr. Fastiff all actively participated in the settlement negotiation process, the 2025 mediations, and the prosecution of TPP Plaintiffs' claims. Mr. Geller and Ms. Cabraser are Court-appointed members of both the PEC and the Settlement Negotiating Committee (*see* ECF 37, 118), and they have

worked together to negotiate and implement multiple global settlements in this MDL. Ms. Cabraser as Lead Counsel, and Ms. Cabraser and Mr. Geller as Settlement Class Counsel, are also actively engaged in the administration and distribution of the Court-approved class settlement on behalf of a class of TPPs in *McKinsey*. Mr. Dugan is also on the PEC and was designated by the Court to exclusively represent the interests of TPPs. ECF 37. Moreover, certain large insurers had and have their own representation for purposes of the settlement negotiation, assuring adequacy of representation for all Class members' interests.

2. The Settlement Class Satisfies Rule 23(b)(3) and (c)(4)

a. Common Issues of Law and Fact Predominate

Predominance “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem*, 521 U.S. at 623. “To meet the predominance requirement, a plaintiff must establish that issues subject to generalized proof and applicable to the class as a whole predominate over those issues that are subject to only individualized proof.” *Young v. Nationwide Mut. Ins. Co.*, 693 F.3d 532, 544 (6th Cir. 2012) (cleaned up).

Here, the Class is maintainable under Rule 23(b)(3), as common questions turning on generalized proof predominate over questions affecting only individual members. ECF 5869 at 2. TPPs' claims depend, first and foremost, on common questions regarding Settling Defendants' alleged deliberate disregard of federal and state law duties related to controlled substances in order to maximize profits from the sale of prescription opioids; Settling Defendants' alleged conduct in conspiring with actors across the opioid industry to maximize profits from the sale of prescription opioids; and whether Settling Defendants' alleged conduct and collaboration with other opioid industry actors caused or contributed to TPPs' alleged harm. TPP Plaintiffs allege a common and unifying injury, which, like every other Class Member's injury, allegedly arises from the inordinate increase in opioid sales and diversion that occurred throughout the country, beginning

after the 1996 launch of OxyContin. These questions can be resolved using the same evidence for all TPPs and thus are the precise type of predominant question that makes a class-wide adjudication worthwhile. *See Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016) (“When one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3)[.]” (cleaned up). And, while the extent of Class Members’ damages may vary in degree, that dissimilarity does not defeat a finding of predominance for the Class. *See McKnight*, 655 F. Supp. 3d at 658 (citing *Hicks v. State Farm Fire & Cas. Co.*, 965 F.3d 452, 460 (6th Cir. 2020)); ECF 5869 at 2.

Importantly, the predominance analysis in the settlement context need not consider manageability because “the proposal is that there be no trial[.]” and hence manageability considerations are no hurdle to certification. *Amchem*, 521 U.S. at 620.

b. Class Treatment Is Superior to Other Available Methods for the Resolution of Class Members’ Claims

Superiority requires courts to consider whether a class action is a better method than individual litigation to adjudicate a claim. *See Pfaff v. Whole Foods Mkt. Grp. Inc.*, 2010 WL 3834240, at *7 (N.D. Ohio Sep. 29, 2010) (“The most compelling rationale for finding superiority in a class action is the existence of a negative value suit . . . in which the costs of enforcement in an individual action would exceed the expected individual recovery.”) (cleaned up). Class treatment here is far superior to the litigation of thousands of individual TPP Actions, particularly from an efficiency and resource perspective. ECF 5869 at 2. “One factor to consider in determining whether the superiority requirement of Rule 23(b)(3) is satisfied are ‘the difficulties likely to be encountered in the management of a class action.’” *Beattie*, 511 F.3d at 567 (quoting Fed. R. Civ. P. 23(b)(3)). If TPP Class Members had to bring individual lawsuits against the Settling Defendants, each Class Member would have to prove the same wrongful

conduct to establish liability and would offer the same evidence. Given that TPP Class Members number in the tens of thousands, there is the potential for just as many lawsuits with the possibility of inconsistent rulings and results. Moreover, some TPPs are quite small; their damages may be significant to their own bottom lines, but these damages are smaller compared to the costs of litigating and trying cases against the major pharmaceutical manufacturers and three of the largest pharmacies in the United States.

Thus, Class-wide resolution of TPP Class Members' claims, especially when they are against a group of Defendants (here, all Settling Defendants), is clearly favored over other means of adjudication, and the superiority factor is met. ECF 5869 at 2.

3. The Class Is Ascertainable

In the Sixth Circuit, Rule 23(b)(3) classes must meet an implied ascertainability requirement, *see Sandusky Wellness Ctr., LLC v. ASD Specialty Healthcare, Inc.*, 863 F.3d 460, 466 (6th Cir. 2017), and include a class definition that is “sufficiently definite so that it is administratively feasible for the court to determine whether a particular individual is a member [of the proposed class,]” *Young*, 693 F.3d at 538. Here, Class Members can be identified based on their status as TPPs that provide healthcare and pharmacy benefits to eligible participants and beneficiaries and paid for prescription drugs or for opioid-related treatment, services, and procedures for beneficiaries of their plans between January 1, 1996 and the date of entry of the Preliminary Approval Orders. A.B. Data has identified class members under numerous TPP litigation and settlement class definitions, is thoroughly familiar with TPPs, and has successfully notified such classes and administered their claims in prior litigation ***and in this one***. *See* Interim Settlement Class Counsel's Notice of Filing Declaration of Dissemination of Notice Per Order Dated September 3, 2024, ECF 5662, 5662-1.

For the reasons set forth above, TPP Plaintiffs respectfully submit that the Court will—

after notice issues and Class Member input is received—“likely be able to . . . certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B).

4. The Court Should Appoint Class Counsel Under Rule 23(g)(3)

A court may appoint an applicant as class counsel “only if the applicant is adequate under Rule 23(g)(1) and (4).” Fed. R. Civ. P. 23(g)(2). The Court must consider “(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel’s knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class[.]” Fed. R. Civ. P. 23(g)(1)(A). The Court “may consider any other matter pertinent to counsel’s ability to fairly and adequately represent the interests of the class[.]” Fed. R. Civ. P. 23(g)(1)(B). Finally, Rule 23(g)(4) requires that class counsel “fairly and adequately represent the interests of the class.”

At the outset of the MDL, as part of a competitive application process, the Court chose members of the PEC due to their qualifications, experience, and commitment to the successful prosecution of this Litigation. *See* ECF 34, 37 (Plaintiffs’ Renewed Motion to Approve Co-Leads, Co-Liaisons, and Executive Committee; Order). The criteria that the Court considered in appointing Mr. Geller, Ms. Cabraser, and Mr. Dugan to the PEC and, subsequently, in appointing Mr. Geller and Ms. Cabraser to the Settlement Negotiating Committee, align with the considerations set forth in Rule 23(g). As noted above, Lieff Cabraser, Robbins Geller, The Dugan Firm and other firms representing TPPs in the MDL have undertaken an enormous amount of work, effort, and expense on behalf of the TPP Settlement Class. Joint Decl. ¶¶6-13, 26. Mr. Geller, Mr. Dearman, Ms. Cabraser, Mr. Fastiff, and Mr. Dugan should be appointed Interim Class Counsel under Rule 23(g)(3), with Mr. Geller, Ms. Cabraser, and Mr. Dugan further designated Interim Co-Lead Class Counsel, to conduct the necessary steps in the Settlement approval process.

C. The Settlement Is Fair, Reasonable, and Adequate Under Rule 23(e)(2)

Before preliminarily approving a settlement agreement and ordering notice be provided to the class, a court must determine it will likely be able to find that the settlement is “fair, adequate, and reasonable, as well as consistent with the public interest.” *Clark v. Pizza Baker, Inc.*, 2022 WL 16554651, at *3 (S.D. Ohio Oct. 31, 2022) (quoting *Bailey v. Great Lakes Canning, Inc.*, 908 F.2d 38, 42 (6th Cir. 1990)). A court may approve a proposed class settlement only “after considering whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate . . . ; and (D) the proposal treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2); *see also McKnight*, 655 F. Supp. 3d at 661.

The Sixth Circuit has identified additional considerations that guide the inquiry into whether a class settlement is fair, reasonable, and adequate, including: “(1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest.” *Int’l Union, United Auto., Aerospace, & Agric. Implement Workers of Am. v. Gen. Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007) (“*UAW*”). The 2018 amendment to Rule 23(e)(2) “did not replace any such factors [a circuit provided,]” *Moeller v. Week Publ’ns, Inc.*, 649 F. Supp. 3d 530, 541 n.1 (E.D. Mich. 2023), and sought “to focus the court and lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal[.]” *McKnight*, 655 F. Supp. 3d at 661 (citing Fed. R. Civ. P. 23(e) advisory committee’s note to 2018 amendment). Accordingly, the proper standard for approval of a class settlement under Rule 23(e)(2) begins with and requires the considerations listed in the Rule. *See id.* (“[T]he factors identified in *UAW* might have relevance on any particular set of facts. Where they do not, there is

no occasion to consider them.”).

While all of the *UAW* factors may not be relevant to the facts at issue here, TPP Plaintiffs note that the settlement does nonetheless satisfy them, as well as the Rule 23(e)(2) factors.

1. Rule 23(e)(2)(a): Interim Lead Counsel and the Settlement Class Representatives Will Continue to Zealously Represent the Class

Rule 23(e)(2)(A) requires a court to consider the “actual performance” of class representatives and counsel. *See* Fed. R. Civ. P. 23(e) advisory committee’s note to 2018 amendment. This factor is “redundant of the requirements of Rule 23(a)(4) and Rule 23(g).” 4 Herbert B. Newberg & William B. Rubenstein, *Newberg and Rubenstein on Class Actions* §13:49 (6th ed. 2022). Here, Proposed Interim Class Counsel have prosecuted this action and its fair resolution with vigor and dedication since filing their clients’ complaints and have fought hard to protect the interests of the Class, as evidenced by the significant compensation available through the proposed settlement. Proposed Interim Class Counsel undertook significant efforts to uncover the facts to prosecute and refine the Class claims, including by engaging in robust Rule 12 motion practice—researching, drafting, and filing thorough and successful opposition briefs to Defendants’ motion to dismiss and certify the Order for appeal in the *Cleveland Bakers* case. Likewise, the Class Representatives played an integral role in the Litigation by closely consulting with counsel. Joint Decl. ¶25. And, when called upon to participate in the bellwether process, each Class Representative provided the sensitive information, documents, and claims data necessary to inform the selection of trial bellwethers. *Id.* The Class Representatives amended their complaints to conform with the best new evidence in the MDL, briefed important issues related to the Court’s management of these cases, served numerous subpoenas, negotiated production of claims data, and/or served discovery requests, negotiated custodians and search terms, worked with vendors to gather electronic and hard copy documents, and vigorously pursued

discovery from Defendants. *Id.* ¶¶9-11, 25.

Moreover, the Class Representatives have each worked with counsel to review and evaluate the terms of the proposed Settlement Agreements, and each believes that the settlements are fair, reasonable, and adequate for the many reasons explained herein. Each Representative has also expressed its continued willingness to protect the Settlement Class until the Settlements are approved and the administration completed. *Id.* ¶¶24-25.

2. Rule 23(e)(2)(B): the Settlement Is the Product of Good Faith, Informed, Arm’s-Length Negotiations Conducted Under an Experienced Mediator Well-Acquainted with Opioids Litigation

Rule 23(e)(2)(B) requires that the parties negotiate the settlement at arm’s length. *See* Fed. R. Civ. P. 23(e)(2)(B). “This inquiry aims to root out . . . ‘collusive settlements.’” *Newberg* §13:50; *UAW*, 497 F.3d at 631. “Courts presume the absence of fraud or collusion unless there is evidence to the contrary.” *Harsh v. Kalida Mfg., Inc.*, 2021 WL 4145720, at *4 (N.D. Ohio Sep. 13, 2021). Here, resolution was clearly produced by way of good faith, informed, and arm’s-length negotiations between experienced counsel with an understanding of the strengths and weaknesses of their respective positions.

At each stage of the Litigation, the parties engaged in the adversarial process. Prior to settling, the parties exchanged briefing across several cases, including the *Cleveland Bakers* case, other TPP bellwether cases, and the numerous case tracks in the MDL (as well as in state courts) that inform the parties’ understanding of their strengths and weaknesses. Settling Defendants have already engaged in significant discovery for many years through prior case tracks of the MDL, while TPP Plaintiffs have provided initial and instructive claims data and documents. And TPP Bellwether Plaintiffs actively negotiated with third parties to produce significant pharmacy and medical claims data. Where so much information has been exchanged, “a court may assume that the parties have a good understanding of the strengths and weaknesses of their respective cases

and hence that the settlement's value is based upon such adequate information.” *Newberg* §13:49.

Moreover, there were multiple mediations, interspersed with and following years of active litigation, ultimately culminating in settlements over a number of months with the various Settling Defendants. Joint Decl. ¶¶12-13. The mediations proved successful only after hard-fought negotiations stretched into 2026, while reducing the settlements to writing. *Id.* ¶13. Throughout this process, the parties' discussions benefitted from the involvement of Fouad Kurdi, an able mediator with substantial experience guiding earlier major Opioids settlements. *Id.*

Settlements resulting from formal mediations conducted by experienced mediators indicate the absence of fraud or collusion. *See Gascho v. Glob. Fitness Holdings, LLC*, 822 F.3d 269, 277 (6th Cir. 2016) (finding a “formal mediation session” weighed against the possibility of fraud or collusion); *Waggoner v. U.S. Bancorp*, 2016 WL 7474408, at *3 (N.D. Ohio Dec. 29, 2016) (finding no risk of fraud or collusion where the settlement was the result of, *inter alia*, “an involved mediation before an experienced mediator”). Furthermore, the proposed settlements do not include any indication of collusive negotiations: attorneys' fees and service awards were not pre-arranged through a “clear sailing” agreement—there is no clear sailing provision here—and no portion of the Settlement Funds will revert to Settling Defendants even if this Court awards no fees. Joint Decl. Exs. A-C, §IV.A.2; Ex. D, §IV.A.3. In sum, the absence of markers suggesting collusion “lends toward a determination that the agreed proposed settlement was fair, adequate and reasonable.” *Brotherton v. Cleveland*, 141 F. Supp. 2d 894, 906 (S.D. Ohio 2001).

3. Rule 23(e)(2)(C): the Relief Provided to the Class Is Adequate

In assessing whether the relief is adequate, the Court must take into account: “(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required

to be identified under Rule 23(e)(3)[.]” Fed. R. Civ. P. 23(e)(2)(C).

a. The Settlement Mitigates the Risks, Expenses, and Delays the Class Members Would Bear with Continued Litigation

Under Rule 23(e), the strength of Plaintiffs’ claims must be weighed against “the costs, risks, and delay of trial and appeal.” Fed. R. Civ. P. 23 (e)(2)(C)(i). These cases are the definition of complex; this settlement avoids the clear obstacles present in litigating and trying these cases, and it assures that TPP Plaintiffs timely receive compensation only several years after filing.

While TPP Plaintiffs believe their case is a strong one, almost all class actions involve a high level of risk, expense, and complexity, which is at least in part why judicial policy so strongly favors resolving class actions through settlement. *See Amos v. PPG Indus., Inc.*, 2015 WL 4881459, at *1 (S.D. Ohio Aug. 13, 2015) (collecting cases). Here, the MDL Court has ruled that the TPP Bellwether cases may not proceed with class allegations; thus, the TPP Bellwether cases will be faced with individual trials without the possibility of aggregate resolution. Their judgments or settlements may be informative—but not dispositive—of the many other TPP cases that will remain pending in the MDL and in state courts. Those too, would then need to be litigated and tried, and at least one is likely to seek to proceed as a class case—again with all the inherent complexity, substantial cost, and risk.

Moreover, the Court has yet to rule on any dispositive motion regarding the new TPP Bellwether Amended Complaints. TPP Plaintiffs have already survived motions to dismiss RICO, negligence, and conspiracy claims in this Court in *Cleveland Bakers*, but the TPP Bellwether Plaintiffs here would have to ultimately **prove** that Settling Defendants violated RICO and related claims, flooding the country with an oversupply of dangerous narcotics, and **prove** causation and damages to TPPs, which would be subject to multiple vigorous defenses from Settling Defendants, including *Daubert* and summary judgment challenges, prior to surely challenging trials. The

reality of litigation risk and uncertainty regarding opioids-related claims is illustrated by the trajectory of litigation by hospital plaintiffs' RICO claims against the Settling Pharmacies in Florida, which has thus far featured a jury trial that ended in a December 2025 mistrial and a May 2026 directed verdict for the Settling Pharmacies. *Florida Health Sciences Center, North Broward Hospital District v. CVS, Walmart, and Walgreens*, No. 19-018882 (Fla. 17th Cir. Ct.).

The settlement benefits here are impressive given the inherent uncertainties of continued litigation and the inevitable delay that would accompany it. Settlement, by its very nature, does not require full recovery of actual damages, and a compromise of potential recovery in exchange for certain and timely provision of the benefits is an unquestionably reasonable outcome. *See Gordon v. Dadante*, 2008 WL 1805787, at *13 (N.D. Ohio Apr. 18, 2008) (“[D]ue to the risks of litigation and the costs of litigation in time and money, a reasoned settlement need not necessarily rise to the level of 100% of the actual damages figure.”), *aff'd*, 336 F. App'x 540 (6th Cir. 2009). And even if TPP Plaintiffs achieved a successful judgment, the years of delay in achieving that result, on top of the years all TPPs have been stayed from litigating their claims, would only further injure TPP Plaintiffs and Class Members. Settlement is the more prudent and expeditious route. Lastly, the settlement serves the public interest in resolving a nationwide class action to benefit TPPs and conserve the Court's resources by properly avoiding trial and appeals in this already long-standing MDL.

b. The Proposed Plan of Allocation, Including the Method of Processing Class Members' Claims, Is Effective

This consideration requires the Court to ensure, *inter alia*, that claims processing: (1) facilitates filing legitimate claims; and (2) is not unduly demanding. *See* Fed. R. Civ. P. 23(e) advisory committee's note to 2018 amendment. Class Members must also be treated equitably relative to each other. Dr. Rosenthal's proposed Plan of Allocation is based on neutral, objective

criteria, is the product of extensive and informed investigation and analysis, and will ensure a fair distribution of the Settlement Funds. *See* Joint Decl. Ex. E. Dr. Rosenthal is a preeminent TPP testifying economic expert, and she is thoroughly familiar with the operation of the healthcare industry and the TPPs' role and costs in the delivery of healthcare to their beneficiaries.

Further, the Notice and Claims Administrator is highly qualified. A.B. Data has demonstrated success in administering numerous national TPP settlements. *See* Joint Decl. Ex. I. TPPs' enthusiasm and support for similar national settlements are encouraging, and Proposed Class Counsel expect comparably few opt-outs and a high participation. So, there is little risk of money remaining after distribution, and there will be no reversions of the Settlement Funds to Settling Defendants; all money, net of fees and costs, shall be distributed to the Class.

c. The Terms Relating to Attorneys' Fees Are Reasonable

"When awarding attorney's fees in a class action, a court must make sure that counsel is fairly compensated for the amount of work done as well as for the results achieved." *Gascho*, 822 F.3d at 279. A reasonable attorneys' fee is "adequately compensatory to attract competent counsel" but "avoids producing a windfall for lawyers." *Geier v. Sundquist*, 372 F.3d 784, 791 (6th Cir. 2004) (cleaned up). Attorneys' fees may be properly awarded as a "percentage of the fund method." *Rawlings*, 9 F.3d at 516. Under this method, class counsel are awarded a percentage of the settlement benefits they secured for the benefit of class members. *Gascho*, 822 F.3d at 279.

Here, Proposed Interim Class Counsel will apply under Rule 23(h) for attorneys' fees of up to 20% of the \$180 million Settlement Funds, with such application inclusive of the common benefit assessment due under the Court's Ongoing Common Benefit Order (ECF 4428), plus all reimbursable costs and service awards. Joint Decl. ¶¶32, 35. This request is at or below the range regularly approved in common fund settlements in this Circuit. *See, e.g., McKnight*, 655 F. Supp.

3d at 663 (approving attorneys' fees at 32.6% of settlement fund); *Brent*, 2011 WL 3862363, at *19 (fee equal to 29% of the settlement amount) (collecting cases); *see also* ECF 5869 at 13 (approving request for attorneys' fees of 20% and awarding costs of litigation subject to Court's common benefit-related orders). Proposed Interim Class Counsel will file their fee application with the supporting basis for their request, at least 40 days in advance of the Objection Deadline, and the fee application will be posted on the docket and the Settlement website. Any attorneys' fees and expenses awarded will be paid from the Settlement Funds only after the Court grants final approval and the judgments become final. The common benefit portion of any fees awarded shall be allocated by the existing Fee Panel amongst qualified applicants, which are the firms that represent litigating TPPs against the Settling Defendants and did work that inured to the common benefit. The remaining amount awarded shall be allocated by Interim Co-Lead Class Counsel with any appeals to such allocation going to Special Master Cohen.

The Court's ultimate decision as to whether to award fees, costs, and service awards does not impact or terminate the underlying Settlement Agreements.

d. No Side Agreements Influenced This Settlement

Under Rule 23(e)(3), "[t]he parties seeking approval must file a statement identifying any agreement made in connection with the proposal." Fed. R. Civ. P. 23(e)(3). Here, the only such agreement is the settlement itself. Accordingly, there is no risk that "related undertakings . . . may have influenced the terms of the settlement[.]" and this sub-factor supports the adequacy of relief. *See* Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2003 amendment.

4. Rule 23(e)(4)(D): the Settlement Treats Class Members Equitably in Relation to One Another

This factor "ensure[s] that similarly situated class members are treated similarly." *Newberg* §13:56. In evaluating the fairness of a class settlement, Ohio district courts also ensure

that the distribution of settlement proceeds is equitable. “Equity does not dictate that the proceeds must be shared on a pro-rata basis, so long as the ultimate distribution is fair, reasonable, and adequate.” *Harsh*, 2021 WL 4145720, at *7 (establishing a “distribution of settlement proceeds that is directly tied to the claims of and harm allegedly suffered by the settlement class members”); *see also Hawes v. Macy’s Inc.*, 2023 WL 8811499, at *12 (S.D. Ohio Dec. 20, 2023) (finding that a settlement structure was equitable where, “while the distribution scheme may not treat [class] members strictly equally, it does treat them equitably . . . because it is reasonable to allocate . . . funds . . . based on . . . the strength of their claims on the merits”) (cleaned up).

Here, similarly to *Harsh*, each qualified claimant’s share of the settlement is “based upon their calculated damages,” turning on actual claims data and ARCOS data. *See Harsh*, 2021 WL 4145720, at *7. No Class Member receives preferential treatment under the Settlement. Every Class Member is entitled to a *pro rata* portion of the Settlement Funds based on the Plan of Allocation, which provides that any Class Member that files a valid claim prior to the end of the claims period, after final approval by the district court and absent pending appeals, will be paid its net allocative share. As Dr. Rosenthal explains, “a fixed settlement to compensate TPPs for overcharges related to opioid marketing should be allocated in a way that reflects the relative burden of opioid overuse borne by individual TPPs. This relative burden can be approximated by comparison of TPPs’ estimated spending on opioids and the health care sequelae of opioid addiction (*e.g.*, emergency department visits for opioid overdose).” Joint Decl. Ex. E ¶11.

The Plan of Allocation allows TPPs to file claims using the most complete set of data available to them—claims data or enrollment data. *Id.* ¶¶12-16 (claims), ¶21 (enrollment).⁴ And

⁴ If a TPP submitted claims in the prior Distributors class settlement, they may rely on their previously submitted data here.

it provides a set of calculations that converts the data into a single estimate of money spent by a TPP on prescription opioids or medical sequelae. *Id.* ¶¶22-26. If a Class Member's data is incomplete (*i.e.*, in earlier years of the Class Period), Dr. Rosenthal provides a method for estimating money spent using ARCOS data. *Id.* ¶¶17-20. The Plan of Allocation takes into account only data-based factors to create comparable spending figures that can be used to calculate each TPP claimant's share of the Settlement Funds. *E.g., id.* ¶27. Each Class Member's share is thus tied to the actual harm they suffered as a result of Settling Defendants' alleged conduct.

Last, the to-be-requested service awards for the named Class Representatives are also fair, reasonable, and adequate. Such awards are common in class action settlements and are routinely approved "to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation." *Rotuna*, 2010 WL 2490989, at *7.

D. The Class Notice and Notice Program Meet the Requirements of Rule 23(c)

Under Rule 23(e)(1)(B), "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the [settlement] proposal." In a Rule 23(b)(3) settlement, "the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). The Notice Program constitutes the best practicable notice under the circumstances of this case. Joint Decl. Ex. I ¶9. The Proposed Notice Program is identical to that successfully implemented in the Distributors Settlement. *See* ECF 5662, 5662-1. It provides for notice to be distributed by: (i) direct mail notice to verified and up-to-date contacts for Class Members, *id.* ¶¶10-11; (ii) direct email notice to the appropriate individuals on behalf of known Class Members where mail addresses are unavailable, *id.* ¶12; (iii) internet publication, *id.* ¶¶13; and (iv) earned media, *id.* ¶¶14-15. Additionally, the proposed Notice Program provides for the creation and maintenance of a dedicated Settlement website [<https://tppopioidsettlement.com/>],

where TPPs can review the Settlement Agreements; detailed notice materials, including the Notice itself; key deadlines; the Preliminary Approval Orders when and if they are entered; and the briefs and declarations in support of preliminary approval, final approval, and attorneys' fees, once they are filed with the Court. *Id.* ¶16. The TPP Settlement website will also be cross-linked from the National Opioids settlement website.

The Notice uses "plain English" to inform TPPs of, among other things: the nature of the Class claims; the essential terms of the Settlement; the date, time, and place of the Final Approval Hearing; how to object or opt-out of the Settlement and the deadline to do so; and the binding effect of the settlement on Class Members. *Id.* ¶18. The proposed Notice includes contact information for Class Counsel, instructions on how to access the case docket via PACER or in-person at any of the Court's locations, and a note to advise Class Members to check the Settlement website or the Court's PACER site to confirm that any dates have not changed. *See* Joint Decl. Exs. F (Long-Form Notice), G (Postcard/Email Notice). The Notices also contain information regarding counsel's request for fees and expenses, along with the URL of the Settlement website where the fee brief and other important case documents will be available.

The combination of these multiple forms of clear, direct Notice is designed to provide the most comprehensive notice to the Class. Thus, the Notice satisfies the specific requirements of Rule 23(c)(2)(B), comports with the requirements of due process, and apprises Class Members that "the court will exclude from the class any member who requests exclusion" and complies with the procedures to opt out as set forth in the Settlement Agreements. Fed. R. Civ. P. 23(c)(2)(B)(v). The notice, exclusion, and objection procedures are equivalent to those approved and successfully implemented in *McKinsey* and in MDL 2804. *McKinsey*, ECF 702; MDL 2804, ECF 5616.

E. Actions as to the Settling Defendants Should Be Stayed Pending the Court's Final Decision on the Proposed Settlement

This Court has exercised its case management authority as MDL 2804 Transferee Judge to conduct a TPP bellwether selection process and to stay the other TPP Actions pending in the MDL proceedings. That stay should continue in effect throughout the Rule 23(e) class action settlement approval process to allow it to proceed in an orderly fashion and to allow the Settling Parties and Class Members to focus on resolution, rather than ongoing litigation. The Distributor Settlement having been approved, these Settlement Agreements are the final piece to full resolution of the TPP Actions. Accordingly, the Settling Parties request a continuing stay of all MDL 2804 proceedings, and a stay of the Class Representatives' cases and the TPP Bellwether Plaintiffs' cases. Moreover, in aid of the Court's jurisdiction, the Settling Parties request that the Court enjoin all Settlement Class Members from filing, commencing, prosecuting, continuing, litigating, intervening in, or participating as class members in any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such putative Settlement Class Member has timely excluded itself from the Settlement Class. *See* ECF 5616 at 7; *In re Chinese-Manufactured Drywall Prods. Liab. Litig.*, 2011 WL 2313866, at *7 (E.D. La. June 9, 2011) (district court upheld entry of stay in order preliminarily approving class settlement), *aff'd sub nom. on other grounds Germano v. Baldwin*, No. 12-31017 (5th Cir. Jan. 28, 2014), ECF 149.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that preliminary approval of the settlement be granted, pursuant to the criteria and procedures of Rule 23(e), and in accordance with the terms set forth herein.

Certificate of Compliance with Local Rule 7.1(f)

Pursuant to Local Rule 7.1(f), the undersigned hereby certifies that the Memorandum in Support of Third Party Payor Plaintiffs' Motion for Preliminary Approval of Class Action Settlements and Direction of Notice Under Federal Rule of Civil Procedure 23(e) complies with the page limitations (30) established for complex track cases.

DATED: June 12, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that, on June 12, 2026, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system. Copies will be served upon counsel of record by, and may be obtained through, the Court's CM/ECF system.

By: /s/Peter H. Weinberger

Peter Weinberger

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**JOINT DECLARATION OF PAUL J. GELLER AND ELIZABETH J. CABRASER IN
SUPPORT OF THIRD PARTY PAYOR PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENTS AND DIRECTION OF NOTICE
UNDER FEDERAL RULE OF CIVIL PROCEDURE 23(e)**

We, Elizabeth J. Cabraser and Paul J. Geller, declare and state as follows:

1. I, Elizabeth J. Cabraser, am an attorney admitted to practice in the state of California. I am a founding partner of Lieff Cabraser Heimann & Bernstein, LLP ("Lieff Cabraser") and a member of the firm's Executive Committee. This declaration is based upon my personal knowledge unless otherwise indicated. If called upon to testify as to the matters stated herein, I could and would competently do so.

2. I, Paul J. Geller, am an attorney admitted to practice in the state of Florida. I am the managing partner of Robbins Geller Rudman & Dowd LLP's ("Robbins Geller") Boca Raton, Florida office, a founding partner of the firm, a member of its Executive and Management Committees, and head of the firm's Consumer Practice Group. This declaration is based upon my

personal knowledge unless otherwise indicated. If called upon to testify as to the matters stated herein, I could and would competently do so.

3. We submit this Joint Declaration in support of Third Party Payor (“TPP”) Plaintiffs’ Motion for Preliminary Approval of Class Action Settlements and Direction of Notice Under Federal Rule of Civil Procedure 23(e).

4. We are proposed Interim Co-Lead Settlement Class Counsel in this action, along with Mr. James R. Dugan, II of The Dugan Law Firm, APLC (“The Dugan Firm”). Mr. Geller’s firm represents proposed Settlement Class Representatives Cleveland Bakers and Teamsters Health and Welfare Fund and Pipe Fitters Local Union No. 120 Insurance Fund. Ms. Cabraser’s firm represents proposed Settlement Class Representatives American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan and Pioneer Telephone Cooperative, Inc. Employee Benefits Plan. Mr. Dugan’s firm represents proposed Settlement Class Representatives United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

5. We are all members of the Plaintiffs’ Executive Committee (“PEC”) in this MDL, and Mr. Geller and Ms. Cabraser are also members of the Court-appointed Settlement Negotiating Committee in this MDL.

I. Litigation and Settlement History

6. By the end of 2017, dozens of TPPs filed lawsuits against defendants across the prescription opioid supply chain for their alleged roles in causing the nationwide opioid epidemic. On December 5, 2017, the Judicial Panel on Multidistrict Litigation centralized the federal court cases in this Court, which became MDL 2804, *In re National Prescription Opiate Litigation*.

7. In addition to the scores of actions filed by TPPs, including the above-named proposed Settlement Class Representatives, this MDL consists of thousands of lawsuits filed by cities and counties, Native American tribal governments and related tribal entities (“Tribes”), babies born addicted to opioids, and health care providers. Broadly speaking, Plaintiffs in this MDL allege that opioid manufacturers, distributors, and opioid-dispensing pharmacies acted in concert to aggressively market prescription opioids and flood the country with inordinate quantities of opioids in order to vastly increase their profits, misleading medical professionals into prescribing—and TPPs into paying for—a massive oversupply of dangerous controlled substances.

8. The TPPs that comprise the proposed Settlement Class are private benefit plans, such as Taft-Hartley funds, that provide health and welfare benefits to their members and their members’ families, including reimbursement for some or all of the costs of prescription opioids that were included in their approved formularies, and often for the resulting medical expenses (*e.g.*, opioid use disorder treatment and emergency visits). TPPs claim that hundreds of thousands of individuals in the United States have died from an opioid overdose, and TPPs have spent billions of dollars on their members’ opioid prescriptions and resulting medical care. Settling Defendants have denied all alleged wrongdoing.

9. TPP Plaintiffs first filed cases in late 2017 through early 2019, the vast majority of which were centralized in this MDL. On February 21, 2020, the Court denied in part Marketing Defendants’, Distributor Defendants’, and Pharmacy Defendants’ motions to dismiss the Corrected Unredacted Amended Complaint brought by the TPP “briefing bellwether” Plaintiffs: Cleveland Bakers and Teamsters Health and Welfare Fund and Pipe Fitters Local Union No. 120 Insurance Fund. *See In re Nat’l Prescription Opiate Litig.*, 440 F. Supp. 3d 773 (N.D. Ohio 2020).

The Court also subsequently denied certain defendants' motions to certify for interlocutory appeal the motion to dismiss Order in the *Cleveland Bakers* action. *See* ECF 3289.

10. For several years after that, the Court activated and adjudicated other cases in this MDL before turning again to the long-stayed claims by the TPPs. Following a months-long bellwether selection process, on October 25, 2023, the Court entered an Order identifying four bellwether cases ("TPP Bellwether Plaintiffs") designated CT16 through CT19. *See* ECF 5225. On December 26, 2023, the Court issued the Case Management Order for Third Party Payor Bellwether Cases, which set certain deadlines governing TPP Bellwether Plaintiffs' amendment of their pleadings. ECF 5281. Throughout January and February 2024, TPP Bellwether Plaintiffs issued subpoenas to numerous third parties to obtain prescription and medical transaction data, and on February 15, 2024, TPP Bellwether Plaintiffs served their Amended Complaints. *See* ECF 5313-5316. On May 30, 2024, Distributor Defendants filed a Joint Motion to Sever and Stay proceedings in order to negotiate settlement documentation, which the Court granted. ECF 5470. The parties briefed that class settlement, while MDL 2804 actions as to the Settling Distributors were stayed. ECF 5616. Ultimately, this Court granted final approval of the class settlement with the Distributor Defendants on January 15, 2025. ECF 5869.

11. Meanwhile, litigation proceeded against the instant Settling Defendants. In spring 2024, the parties extensively negotiated the scope and fields for the medical and pharmacy claims data that the TPP Bellwether Plaintiffs had subpoenaed, culminating with the Court's entry of the Order Governing Production of Medical and Pharmacy Claims Data on May 29, 2024. ECF 5468. Between summer and fall 2024, following briefing, the Court clarified its intention to hear the bellwethers as individual cases and severed claims other than federal RICO and state law analogs, conspiracy, and consumer fraud. *See* ECF 5675. In November 2024, the parties exchanged

proposed search terms, and in January 2025, the parties began serving formal written discovery. In April 2025, the Court ordered claims data production and required third parties to provide certain medical and pharmacy output fields. *See* ECF 6061. Through fall 2025 and early 2026, the parties extensively negotiated, briefed, and argued ESI and data productions and written discovery.

12. The parties to the proposed TPP Class Settlements engaged in settlement negotiations conducted by Mr. Fouad Kurdi, who successfully mediated previous opioids settlements, including the TPP class settlement in *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litig.*, MDL No. 2996 (N.D. Cal.) and the TPP class settlement with the Distributor Defendants. On January 21, 2025, Janssen and PEC members of the Court-appointed Settlement Negotiating Committee—Paul J. Geller and Elizabeth J. Cabraser, with their partners Mark J. Dearman, Dory P. Antullis, Eric B. Fastiff, and Dan Drachler, as well as PEC member James R. Dugan, II—and outside counsel for large insurers mediated TPP claims. Allergan and Mr. Geller, Ms. Cabraser, Mr. Dugan, their colleagues, and outside counsel for large insurers also agreed to mediate TPP claims on February 12, 2025. These mediations took place before Mr. Kurdi and culminated in an in-person mediation (Allergan) in Boca Raton, Florida and a Zoom mediation (Janssen). Although no settlement was reached on those days, Mr. Kurdi continued to work with the parties. In tandem with these negotiations, proposed Interim Co-Lead Counsel negotiated a settlement with Teva—which purchased the related Actavis Generic Entities in 2016—and with the Settling Pharmacies, via Mr. Kurdi as an intermediary.

13. On November 26, 2025, Allergan, Teva, and proposed Interim Class Counsel accepted a mediator's proposal from Mr. Kurdi. On February 6, 2026, the Settling Pharmacies and proposed Interim Class Counsel also accepted a mediator's proposal from Mr. Kurdi. And in

March 2026, Janssen and proposed Interim Class Counsel accepted a mediator's proposal from Mr. Kurdi. Following the acceptance of the mediator's proposals, the Parties engaged in months of additional negotiations to reduce the settlements to writing. These Settlements are the result of those extensive, informed, and arm's-length negotiations.

II. Settlement Benefits and Anticipated Recovery

14. Attached hereto as **Exhibits A-D** are true and correct copies of the four Master Settlement Agreements among TPP Plaintiffs and Settling Defendants: the Allergan Settlement Agreement, the Janssen Settlement Agreement, the Teva Settlement Agreement, and the Pharmacies Settlement Agreement.

15. The Settlement benefits are discussed at length in the accompanying memorandum of points and authorities, and in the proposed Notice.

16. In short, Settling Defendants have agreed to pay \$180 million, collectively, into the Settlement Fund, comprising \$10 million under the Allergan Settlement Agreement, \$40 million under the Janssen Settlement Agreement, \$45 million under the Teva Settlement Agreement, and \$85 million under the Pharmacies Settlement Agreement.

17. Attached as **Exhibit E** is the Declaration of Dr. Meredith Rosenthal. Dr. Rosenthal's attached declaration and report is the same that she submitted in support of the prior class settlement with Settling Distributors. *See* ECF 5614-7. Dr. Rosenthal is a Professor of Health Economics and Policy at the Harvard T.H. Chan School of Public Health. Dr. Rosenthal's Declaration sets out TPP Plaintiffs' proposed Plan of Allocation among members of the proposed Settlement Class.

III. Selection of Notice and Claims Administrator

18. Attached hereto as **Exhibit F** is a Proposed Long-Form Notice, which substantially reflects the notice to be disseminated.

19. Attached hereto as **Exhibit G** is a Proposed Postcard Notice, which substantially reflects the notice to be disseminated.

20. Attached hereto as **Exhibit H** is a Proposed Claim Form, which substantially reflects the claim form to be disseminated.

21. A.B. Data, Ltd. (“A.B. Data”) is a nationally recognized, highly experienced notice and claims administrator that has, in over 20 TPP class actions, provided claim administration and email and direct mail notice to TPPs, including recently in the TPP class settlement in *McKinsey* and the TPP-Distributors Settlement in this MDL. A.B. Data will provide direct notice to Class members through a combination of mail, email, and internet publication of the Settlements and of every Class member’s right to participate or opt out. The proposed Notice will also be posted on a dedicated TPP settlement website (<https://tppopioidsettlement.com>), which will be cross-linked from the master National Opioids Settlement website (<http://nationalopioidsettlement.com>). The content of the proposed Notice clearly articulates the terms of the Settlements and Class members’ rights and options in plain, easily understood language.

22. Attached hereto as **Exhibit I** is the Declaration of Eric J. Miller, Senior Vice President of Case Management at A.B. Data, which describes A.B. Data’s qualifications and experience in administering complex settlements, including those involving TPP Class members.

IV. Proposed Settlement Class Representatives

23. The proposed Settlement Class Representatives are Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer

Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

24. The proposed Settlement Class Representatives, which include named Plaintiffs in actions centralized in this MDL—six of the seven of whom serve as either TPP Bellwether Plaintiffs or TPP briefing bellwethers—understand their duties, have agreed to consider the interests of absent Settlement Class members, and have reviewed and uniformly endorse the Settlement terms.

25. The proposed Settlement Class Representatives have participated actively in the case, including filing complaints and amended complaints, engaging in Plaintiff-side discovery by producing claims data, and communicating with their counsel regarding the strategy, status, and settlement of the litigation.

V. Proposed Interim Settlement Class Counsel and Co-Lead Settlement Class Counsel

26. Mr. Geller, Ms. Cabraser, Mr. Dearman, Mr. Fastiff, and Mr. Dugan are proposed Interim Settlement Class Counsel based on our collective experience in TPP litigation, including opioid litigation. Mr. Geller and Ms. Cabraser, both of whom have served since its inception as members of the Court-appointed Settlement Negotiating Committee, and Mr. Dugan, who was designated by the Court to exclusively represent the interests of TPP Plaintiffs, are proposed Interim Co-Lead Settlement Class Counsel given our active and ongoing efforts to prosecute and resolve opioid cases against many defendant groups in this MDL, and in the related MDL 2996, *McKinsey*. Together, our three firms have undertaken an enormous amount of work, effort, and expense in this MDL on behalf of the proposed TPP Settlement Class.

27. Mr. Geller is a founding partner of Robbins Geller, where he has handled cases in each of the firm's practice areas for nearly 30 years. Mr. Geller is currently a member of the PEC and Settlement Negotiating Committee in this MDL, in which he played a significant role in helping to negotiate and implement each of the national settlements that have been reached thus far. The Court previously found Mr. Geller to be qualified to be TPP Class Counsel in connection with the TPP Distributors settlement.

28. Mark J. Dearman is a partner in Robbins Geller's consumer group, where his practice focuses on consumer fraud, securities fraud, mass torts, antitrust, and whistleblower litigation. He shares responsibility with Mr. Geller for litigating on behalf of cities, counties, and TPPs in this MDL, and he has been instrumental in the recent settlement of TPP litigation in *McKinsey* (MDL No. 2996).

29. Robbins Geller is one of the nation's largest plaintiffs' side MDL, aggregate litigation, and class action law firms in the country. Robbins Geller has a long history of achieving record- and precedent-setting recoveries across multiple class action practice areas.

30. Ms. Cabraser, a founding partner of Lieff Cabraser, has served as Court-appointed lead, co-lead, or class counsel in scores of federal multi-district and state coordinated proceedings. She has 46 years' experience representing plaintiffs in aggregate litigation and has served in court-appointed roles in numerous MDLs. She is currently a member of the PEC and Settlement Negotiating Committee in this MDL and serves as Plaintiffs' Lead Counsel in *McKinsey*, in which national settlements for cities and counties, school districts, Tribes, and TPPs have been reached and approved. The Court previously found Ms. Cabraser to be qualified to be TPP Class Counsel in connection with the TPP Distributors settlement.

31. Eric B. Fastiff is a partner in Lieff Cabraser's San Francisco office, where he has 29 years' experience in litigating on behalf of TPPs, consumers, large and small businesses, governments, and Native American tribes and their health providers. He has proven instrumental in the settlement of TPP litigation in *McKinsey*. In that case, in addition, he works with Ms. Cabraser to oversee all aspects of litigation and the various settlements.

32. James R. Dugan, II is the founder of The Dugan Firm. Mr. Dugan is a member of the PEC and was designated by the Court to exclusively represent the interests of TPPs in this MDL. ECF 37. He actively participated in the settlement negotiation process, the 2025 mediations, and the litigation of TPP Bellwethers' claims.

VI. Common Benefit and Hours, and Costs Incurred

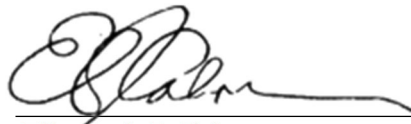
33. Proposed Interim Co-Lead Settlement Class Counsel intend to seek attorneys' fees not to exceed 20% of the Settlement Funds, plus all reimbursable costs and service awards. TPP Plaintiffs' forthcoming fee motion, to be filed with the motion for final approval and heard in conjunction with the Fairness Hearing, will include the rationale and necessary details in support of their request.

34. Proposed Interim Co-Lead Settlement Class Counsel will provide additional information regarding time, expenses, and rationale for their request in the fee application so that Class members have the opportunity to comment on or object to the requested fees prior to the Fairness Hearing.

35. The amount awarded by the Court as fees and costs will be paid from the \$180 million Settlement Funds and will include the common benefit obligations due under the Court's common benefit-related Orders. The common benefit portion of the award shall be allocated by the Fee Panel among qualified applicants, which are the firms that represent litigating TPPs against

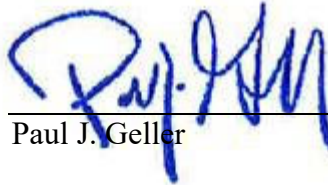
the Settling Defendants and did work that inured to the common benefit. The remaining amount awarded shall be allocated by Interim Co-Lead Settlement Class Counsel among counsel performing work for the direct benefit of the TPPs, with any appeals to such allocation going to Special Master David Cohen.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on June 12, 2026 in San Francisco, California.



Elizabeth J. Cabraser

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on June 12, 2026 in Boca Raton, Florida.



Paul J. Geller

JOINT DECL. EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION
OPIATE LITIGATION

This Document Relates to:

ALL THIRD PARTY PAYOR ACTIONS

MDL 2804

Case No. 1:17-md-2804

**CLASS ACTION SETTLEMENT
AGREEMENT AMONG THIRD
PARTY PAYORS AND THE
ALLERGAN DEFENDANTS**

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This Settlement Agreement, including all exhibits attached hereto (collectively, the “*Agreement*”), is entered into as of June 2, 2026, by and between Defendant Allergan, as defined below (the “*Settling Defendant*”) and Class Representatives, as defined below, both individually and on behalf of the Class in the above-captioned action. The Class Representatives, the Class, and the Settling Defendant are collectively referred to for purposes of this Agreement as the “*Settling Parties*,” and each, individually, a “*Settling Party*.” This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein, and subject to the approval of the Court under Federal Rule of Civil Procedure 23(e).

I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

A. “*Action(s)*” means a lawsuit purportedly brought on behalf of any Third Party Payor against the Settling Defendant coordinated under MDL No. 2804, *In re National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (“*MDL No. 2804*”) or a similar action filed in any other court (“*Parallel*” Actions), including, but not limited to, the Actions listed in Exhibit A.

B. “*Alleged Opioid Enterprise Members*” include any Defendant or Defendants, the Settling Defendant, any named or unnamed front groups, key opinion leaders, pharmacy benefit managers (“*PBM*s”), and other members of the supply chain for Products and/or industry related to Products, as so alleged in the TPP Bellwether Complaints.

C. “*Allergan*” means Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson Pharmaceuticals, Inc.), Allergan Unlimited Company (f/k/a Allergan Limited, which, in turn, was f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc, which, in turn, was f/k/a Allergan, Inc.), Allergan Sales, LLC, Allergan USA, Inc., and Warner Chilcott Sales (US), LLC. Allergan does not include Teva Pharmaceuticals Industries Ltd. (“*Teva Ltd.*”), Teva Pharmaceuticals USA, Inc. (“*Teva USA*”), Cephalon, Inc. (“*Cephalon*”), Actavis LLC (f/k/a Actavis Inc.) (“*Actavis LLC*”), Watson Laboratories, Inc. (“*Watson*”), Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.) (“*Actavis Pharma*”), Actavis Elizabeth LLC (“*Actavis Elizabeth*”), Actavis Kadian LLC (“*Actavis Kadian*”), Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. - Florida) (“*Actavis Labs FL*”), Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. - Utah) (“*Actavis Labs UT*”), Actavis Mid Atlantic LLC (“*Actavis Mid*”), Actavis South Atlantic LLC (“*Actavis South*”), Actavis Totowa LLC (“*Actavis Totowa*”), or Anda, Inc. (“*Anda*”).

D. “*Affiliated Company(ies)*” means (a) when used with respect to AbbVie Inc. (“*AbbVie*”) all of the entities listed in Exhibit F; (b) when used with respect to Allergan all of the entities listed in Exhibit G; and (c) all other entities owned now or in the past either wholly or partially and either directly or indirectly by either AbbVie or Allergan and/or each of their respective past parents, but only to the extent those other entities played any role relating to Covered Conduct and/or Released Claims during the period when they were owned either wholly or partially and either directly or indirectly by either AbbVie or Allergan and/or each of their respective past parents.

E. “*Allocated Amount*” means the amount of the Net Settlement Funds payable to the Qualifying Class Member at issue.

F. “*Attorneys’ Fees and Expenses*” means (a) payment to Plaintiffs’ counsel of attorneys’ fees and reimbursable costs and charges (including expert and consulting fees) in an amount to be determined by the Court; and (b) payment of Service Awards to Class Representatives, if any, in an amount to be determined by the Court. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds.

G. “*Claim(s)*” means any past, present, or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, fine, penalty, restitution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory, or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, remediation, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

H. “*Claim-Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

I. “*Claim Form*” means the document or online form, in the form attached as Exhibit C to this Agreement, that Class Members must submit to the Notice and Claims Administrator to receive a payment pursuant to this Agreement.

J. “*Class*” or “*Settlement Class*” has the meaning set forth in Section III.A.

K. “*Class Counsel*” or “*Settlement Class Counsel*” means, collectively, Elizabeth J. Cabraser and Eric B. Fastiff of Lieff Cabraser Heimann & Bernstein, LLP, Paul J. Geller and Mark J. Dearman of Robbins Geller Rudman & Dowd LLP, and James R. Dugan, II of The Dugan Law Firm, APLC, noting that putative class member United Health Corporation is and has been represented by Thomas Mahlum of Robins Kaplan LLP pursuant to Federal Rule of Civil Procedure 23(c)(2)(B)(iv).

L. “*Class Member*” or “*Settlement Class Member*” means an entity that falls within the definition of the Class and does not elect to opt out of the Class. For the avoidance of doubt, each Class Representative is a Class Member.

M. “*Class Representative(s)*” or “*Settlement Class Representative(s)*” means Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors’ Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

N. “*Co-Lead Class Counsel*” or “*Co-Lead Settlement Class Counsel*” means Elizabeth J. Cabraser of Lieff Cabraser Heimann & Bernstein, LLP, Paul J. Geller of Robbins Geller Rudman & Dowd LLP, who serve in their capacity as members of the Court-appointed Settlement Negotiating Committee, and James R. Dugan, II of The Dugan Law Firm, APLC.

O. “*Court*” means the United States District Court for the Northern District of Ohio.

P. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity of any kind whatsoever from the beginning of time through the Effective Date of this Agreement and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity arising from or relating in any way to (a) the availability, discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use, misuse or abuse of, diversion of, or operating procedures relating to, any Product, or any system, plan, policy, procedure, or advocacy relating to any Product or class of Products, or medical state or condition related to use of any Product, including, but not limited to, any unbranded or branded promotion, marketing, or advertising, unbranded information, patient support or assistance, educational programs, consultancy, research, or other programs, campaigns, lobbying, or grants, sponsorships, charitable donations, or other funding relating to any Product or class of Products or medical state or condition related to use of any Product; (b) the characteristics, properties, risks, or benefits of any Product or class of Products or medical state or condition related to use of any Product; (c) the monitoring, reporting, disclosure, non-monitoring, non-reporting, or non-disclosure to federal, state, or other regulators of orders for, or sales, or prescribing of, any Product or class of Products; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, a precursor or component of any Product, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate of any Product; and/or (e) diversion control programs or suspicious order monitoring (or lack thereof) or monitoring of prescribing (or lack thereof) related to any Product; *provided, however*, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include (a) noncompliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals; or (b) antitrust violations, breach of contract, or other commercial claims arising

in the ordinary course of business between a Releasor and a Settling Defendant that are wholly unrelated to the Released Claims.

Q. “*Defendants*” means Purdue Pharma, L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; Par Pharmaceutical, Inc.; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica n/k/a Janssen Pharmaceuticals, Inc.; Johnson & Johnson; Noramco, Inc.; Tasmanian Alkaloids Pty. Ltd.; Teva Pharmaceutical Industries, Ltd.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Allergan Limited f/k/a Allergan plc f/k/a Actavis plc f/k/a Allergan, Inc.); Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson Pharmaceuticals, Inc.); Allergan Sales, LLC; Allergan USA, Inc.; Watson Laboratories, Inc.; Warner Chilcott Company, LLC; Actavis Pharma, Inc. f/k/a Watson Pharma, Inc.; Actavis South Atlantic LLC; Actavis Elizabeth LLC; Actavis Mid Atlantic LLC; Actavis Totowa LLC; Actavis LLC; Actavis Kadian LLC; Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc.-Salt Lake City; Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc.-Florida; Mallinckrodt plc; Mallinckrodt LLC; McKesson Corporation; Cencora, Inc.; Cardinal Health, Inc.; CVS Indiana, LLC; CVS Rx Services, Inc.; CVS TN Distribution, LLC; CVS Orlando Florida Distribution, LLC; CVS Pharmacy, Inc.; Louisiana CVS Pharmacy, L.L.C.; Pennsylvania CVS Pharmacy L.L.C.; New Jersey CVS Pharmacy, L.L.C., Oklahoma CVS Pharmacy, L.L.C., CVS Health Corporation; Walgreens Holding Company, f/k/a Walgreens Boots Alliance, Inc.; Walgreen Co.; Walgreen Eastern Co., Inc.; Walmart Inc. f/k/a Wal-Mart Stores, Inc.; and Wal-Mart Stores East, LP.; and any and all other persons and entities named as Defendants in any lawsuit coordinated under or Parallel to MDL No. 2804.

R. “*Divested Actavis Generic Entity(ies)*” means Actavis LLC, Watson, Actavis Pharma, Actavis Elizabeth, Actavis Kadian, Actavis Labs FL, Actavis Labs UT, Actavis Mid, Actavis South, and Actavis Totowa.

S. “*Divested Entity(ies)*” means those companies listed on Exhibit H, which includes the Divested Actavis Generic Entities.

T. “*Effective Date*” means the date of Final Judgment.

U. “*Escrow Account*” means the interest-bearing account to be established and controlled by the Escrow Agent as set forth in Section IV.C.

V. “*Escrow Agent*” means Citibank, N.A., the escrow agent the Court approved.

W. “*Fairness Hearing*” means the proceedings to be held before the Court to determine whether the Class should be finally certified for settlement purposes; whether the Settlement should be approved as fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23(e)(2); whether a final judgment should be entered; and whether the motion for award of Attorneys’ Fees and Expenses and Service Awards, if any, should be granted.

X. “*Fee and Expense Award*” means an award by the Court of Attorneys’ Fees and Expenses.

Y. “*Final Approval Order*” means the order entered by the Court, pursuant to Section V.H, approving this Agreement and directing the dismissal with prejudice of the Actions against the Settling Defendant. The Final Approval Order shall be substantially in the form of the order attached hereto as Exhibit E, subject to Section V.A.2.

Z. “*Final Judgment*” means the Final Approval Order when it has become final and non-appealable. The Final Approval Order shall be deemed to be the Final Judgment on: (a) the day following the expiration of the deadline for appealing the entry by the Court of the Final Approval Order (or for appealing any ruling on a timely motion for reconsideration of such Final Approval Order, whichever is later), if no such appeal is filed; or (b) if an appeal of the Final Approval Order is filed: (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Final Approval Order, or deny any such appeal or petition for certiorari, such that no further appeal is possible; or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline, including any extensions of time, for filing a petition for certiorari to the United States Supreme Court.

AA. “*Net Settlement Funds*” means the Settlement Funds, less the payments set forth in Section VII.B.

BB. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

CC. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

DD. “*Non-Released Entity*” means an entity that is not a Released Entity.

EE. “*Notice*” means the Court-approved form of the notice, advising Class Members of their rights with respect to this Agreement in accordance with Section V.D.

FF. “*Notice and Administrative Costs*” means the reasonable sum of money to be paid out of the Settlement Funds for Notice to the Class and related administrative costs, including taxes and tax service costs, as approved by the Court.

GG. “*Notice and Claims Administrator*” means A.B. Data, Ltd., the notice and claims administrator approved by the Court.

HH. “*Notice Order*” means the Court order authorizing the dissemination of Notice to the Class.

II. “*Notice Plan*” means the plan for distribution of Notice that is subject to Court approval as set forth in Section V.C.2.

JJ. “*Objection*” means a written objection to the Settlement, or any part of this Agreement, as set forth in Section V.F.

KK. “*Opt-Out Form*” has the meaning set forth in Section V.G.

LL. “*Plaintiffs*” means the Third Party Payors that filed cases against the Settling Defendant in federal court, which cases are coordinated as part of MDL No. 2804, or in state court, which cases are pending Parallel to MDL No. 2804, including, but not limited to, those Actions listed in Exhibit A. A non-exhaustive list of Plaintiffs that filed cases against the Settling Defendant can be found in Exhibit B.

MM. “*Plan of Allocation*” means the plan or formula of allocation of the Settlement Funds, to be approved by the Court, whereby the Net Settlement Funds shall in the future be distributed to Class Members.

NN. “*Preliminary Approval Order*” means the order (or orders) of the Court preliminarily approving this Agreement and the Settlement, as set forth fully in Section V.C. The form of the Preliminary Approval Order submitted to the Court shall be substantially in the form of the order attached hereto as Exhibit D, subject to Section V.A.1.

OO. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: (1) carisoprodol; gabapentin; a benzodiazepine, including chlordiazepoxide, clobazam, clorazepate, lorazepam, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, or midazolam; (2) zolpidem when used in combination with opioids or opiates; and (3) a combination or “cocktail” of any chemical substance, including but not limited to any stimulant, prescribed, sold, bought, or dispensed to be used together with opioids or opiates. “Product” includes, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, dihydrocodeine, levorphanol, pentazocine, propoxyphene, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentences. Further, “Product(s)” includes, but is not limited to, the following: (a) Anexsia, Bancap HC, Combunox, Dilaudid, Dilaudid HP, Duradyne, Esgic with Codeine, Fiorinal with Codeine, Fioricet with Codeine, Kadian, Lorcet, Lorcet Plus, Maxidone, MoxDuo, Norco, Procet, Reprexain, Vicodin, Vicodin ES, Vicodin HP, and Vicoprofen, and any type, version, strength, or dosage of the foregoing; (b) Aspirin + butalbital + caffeine + codeine phosphate, Fentanyl citrate injection, Fentanyl citrate tablet, Fentanyl transdermal, Homatropine methylbromide + hydrocodone bitartrate, Hydrocodone + acetaminophen, Hydrocodone + ibuprofen, Hydromorphone tablet, Meperidine hydrochloride injection, Meperidine hydrochloride tablet, Morphine sulfate capsule, Morphine sulfate injection, Morphine sulfate tablet, Oxycodone, Oxycodone + acetaminophen, Oxycodone + aspirin, Oxycodone + hydrochloride, Oxycodone + ibuprofen, Oxymorphone tablet, Tramadol hydrochloride, and any type, version, strength, or dosage of the foregoing; and (c)

Duragesic, Nucynta, Nucynta ER, Tylenol with Codeine, Tylox, Ultram, Ultram ER, Ultracet, and any type, version, strength, or dosage of the foregoing.

PP. “*Qualifying Class Members*” means Class Members that submit a Claim Form and that have been determined by the Notice and Claims Administrator to be eligible under the Plan of Allocation to receive an Allocated Amount.

QQ. “*Released Claims*” means any and all Claims, including Unknown Claims, against the Released Entities that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct. Without limiting the foregoing, “Released Claims” include any Claims that have been, are, or could be asserted against the Released Entities by any Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by any Releasors (whether or not such Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such Claims relate to Covered Conduct. “Released Claims” shall be interpreted broadly. For the avoidance of doubt, Released Claims do not include Claims of individuals or entities outside the Class, including Claims by individuals for personal injuries. Nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

RR. “*Released Entities*” means Allergan and (1) all of Allergan’s past and present direct or indirect parents, subsidiaries, divisions, joint ventures, predecessors, successors, affiliates, business units, assigns, agents (all of the foregoing solely in their capacity as such with respect to the Released Claims), and insurers (solely in their role as insurers, if any, with respect to the Released Claims), including, but not limited to, (a) AbbVie and (b) Divested Actavis Generic Entities and other Divested Entities (and their respective past and current parents, subsidiaries, and affiliates, including but not limited to Teva Ltd., Teva USA, and their subsidiaries and affiliates) but solely as to the branded opioid drugs that are Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and other Divested Entities related to those branded opioid drugs that are Products before August 2, 2016; (2) any person or entity to the extent, and only to the extent, that such person or entity may have a Claim based on such person or entity having a business relationship with Allergan or AbbVie and/or any of Allergan or AbbVie’s Affiliated Companies, including, but not limited to, for contractual indemnity, equitable or implied indemnity, contribution, comparative fault, reimbursement, or apportionment (including, but not limited to, the respective past and present direct or indirect parents, subsidiaries, divisions, joint ventures, predecessors, successors, affiliates, business units, assigns, partners, manufacturers, contractors, agents, and insurers (all of the foregoing solely in their capacity as such with respect to the Released Claims) of any of the foregoing in (1), including Abbott Laboratories and Abbott Laboratories Inc. (“*Abbott*”), provided that, for the avoidance of doubt, Abbott is not a Released Entity for purposes of Claims related to OxyContin, Purdue Pharma, or Purdue Pharma Inc.; and (ii) Halo Pharmaceuticals, Inc., Shionogi Inc., Mikart, LLC, PDI, Inc., TMS Health, LLC, National Health Information Network, Inc., Ventiv Commercial Services, LLC, inVentiv Commercial Services, LLC, UPS Supply Chain Solutions, Inc., and King Pharmaceuticals, Inc., and their respective past and current parents, subsidiaries, and affiliates) against Allergan or AbbVie and/or

any of Allergan or AbbVie's Affiliated Companies relating to any Covered Conduct, Products, class of Products, and/or Released Claims arising from such business relationship; and (3) the respective past and present employees, officers, directors, members, shareholders, partners, trustees, contractors, consultants, and agents (all of the foregoing solely in their capacity as such with respect to the Released Claims) of any of the foregoing in (1) and (2). Notwithstanding the foregoing (and subject to certain provisions, including, but not limited to, the Non-Party Settlement at Section V.B.2 and the Set-Off at Section X.V below), Released Entities shall exclude Divested Actavis Generic Entities and other Divested Entities (and their respective past and current parents, subsidiaries, and affiliates, including but not limited to Teva Ltd., Teva USA, and their subsidiaries and affiliates, but not Allergan and other Released Entities), but solely as to: (i) their generic opioid drugs that are Products, and/or (ii) the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Products for which Releasers have also sought to hold Allergan (and/or other Released Entities) liable.

SS. “*Releasers*” means the Plaintiffs, any Class Representatives, the Class, all Class Members, and each of their past, present, and future direct or indirect parents, subsidiaries, divisions, departments, boards, committees, sister companies, affiliates, joint ventures, predecessors, assigns, related entities, holding companies, unincorporated business units, contractors, vendors, independent stockholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing and any person or other entity claiming by or through any of the foregoing), *provided, however*, that any entity excluded from being a Class Member under Section III.A.1.b. is excluded from the definition of Releaser. The inclusion or exclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity may not be a Class Member.

TT. “*Service Award(s)*” means any award made by the Court to the Class Representatives in connection with their service as representatives of the Class. Service Awards shall be paid from the Settlement Funds.

UU. “*Settlement*” means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.

VV. “*Settlement Amount*” means the agreed upon total payment of ten-million U.S. Dollars (\$10,000,000.00), inclusive of any and all expenses, fees, and costs, including without limitation any common benefit assessment owed pursuant to the Ongoing Common Benefit Order in MDL No. 2804,¹ which sums represent compensatory restitution (within the meaning of

¹ For the avoidance of doubt, the Settlement Amount is limited to \$10,000,000.00 and under no circumstances will Allergan be responsible for any additional expenses, costs, or fees related to the Settlement. Allergan shall not be responsible for making payments for any attorneys' fees and costs, beyond amounts specified in this Agreement, including but not limited to any attorneys' fees and costs due as a consequence of this Agreement into any common benefit fund. Thus, in the event any court orders payment into a common benefit fund, the money will be paid out of the Settlement Amount by Class Counsel, and Allergan shall not be responsible for making any payment beyond the Settlement Amount.

26 U.S.C. § 162(f)(2)(A)) for costs incurred to pay for the care and treatment of individuals with substance use disorder, opioid use disorder, or other opioid-related conditions.

WW. “*Settlement Funds*” means the Settlement Amount plus any interest that may accrue on the Settlement Amount from the date the Settling Defendant pays the Settlement Amount or any portion thereof.

XX. “*Settling Defendant’s Counsel*” means Kirkland & Ellis, LLP, or any other law firm so designated in writing by the Settling Defendant.

YY. “*Third Party Payor*” means an entity meeting the criteria defined in Section III.A.1.a.

ZZ. “*TPP Bellwether Complaints*” means the complaints filed in Case Nos. 17-op-45177 (N.D. Ohio), 18-op-45002 (N.D. Ohio), 18-op-46223 (N.D. Ohio), and 18-op-46186 (N.D. Ohio), and the placeholder class action complaint submitted in MDL No. 2804 in connection with Case No. 18-op-45013 (N.D. Ohio).

AAA. “*Unknown Claims*” means any Released Claim that a Class Member does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities, or might have affected their decision not to object to this Settlement.

BBB. “*Walk-Away Right*” means the Settling Defendant’s right to terminate the Agreement as set forth in Section VI.C.

II. Representations and Warranties

A. **Class Representatives’ Representations and Warranties.** Class Representatives represent and warrant to the Settling Defendant that the Class Representatives are members of the Class; have reviewed, and approve, the terms of this Agreement; and will take all actions reasonably necessary and appropriate to support and obtain this Settlement’s approval, implementation, and enforcement. Class Representatives further represent and warrant to the Settling Defendant that: (1) no portion of any relief under this Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other person or entity, except: (a) as it relates to payments to counsel pursuant to any Fee and Expense Award or order of the Court; or (b) pursuant to any lawful grant from a governmental entity, loan, or lien; (2) each Class Representative has authority to release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it; and (3) none of the Class Representatives will submit an Opt-Out Form, file an Objection, or otherwise challenge the Settlement.

B. **Class Counsel’s Representations and Warranties.** Class Counsel represents and warrants to the Settling Defendant as follows:

1. Each of the Class Representatives is a Class Member, unless it chooses to opt-out of the Settlement.

2. Each of the Class Representatives has received legal advice from Class Counsel regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
3. No portion of any of the Released Claims possessed by any of the Class Representatives and no portion of any relief under this Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other person, except pursuant to any contingency fee agreement with Class Counsel, or to any lawful grant from a governmental entity, loan, or lien.
4. None of the Class Representatives have relied, or are relying, on any statement, representation, omission, inducement, or promise by Allergan, their agents, or their representatives, except those expressly stated in this Agreement.
5. Each of the Class Representatives, through Class Counsel, has investigated the law and facts pertaining to the Released Claims and the Settlement.
6. Each of the Class Representatives has been provided this Agreement and is voluntarily entering into this Agreement after having consulted with Class Counsel or other attorneys.
7. Each of the Class Representatives has all necessary competence and authority to enter into this Agreement on its own behalf and on behalf of the Class, has authorized the execution and performance of this Agreement, has authorized Class Counsel to sign this Agreement on its behalf, and has authority to release all Released Claims on behalf of itself and all other entities that are Releasers by virtue of their relationship or association with it.
8. Class Counsel has believed, and currently believes, the Settlement is fair, reasonable, adequate, and beneficial to each Class Member and that participation in the Settlement would be in the best interests of each Class Member.
9. Because Class Counsel has believed, and currently believes, that the Settlement is in the best interests of each Class Member. Class Counsel will not solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, seek any relief inconsistent with this Settlement, or otherwise challenge the Settlement. For the avoidance of doubt, none of the Class Representatives will submit an Opt-Out Form, file an Objection, nor otherwise challenge the Settlement. None of the Class Representatives have solicited (or will solicit), or assisted others (or will assist others) in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or otherwise challenge the Settlement.

10. Class Counsel has all necessary authority to enter into and execute this Agreement on behalf of Class Representatives and Class Members.
11. Each of the Class Representatives has approved and agreed to be bound by this Agreement.
12. The representations of each Class Representative set forth in Section II.A are true and correct to the best of Class Counsel's knowledge.

C. **Settling Defendant's Representations and Warranties.** The Settling Defendant represents and warrants to the Class Representatives as follows:

1. The Settling Defendant has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
2. The Settling Defendant has not relied, and is not relying on any statement, representation, omission, inducement, or promise by Class Representatives, Class Members, or Class Counsel, except those expressly stated in this Agreement.
3. The Settling Defendant, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement.
4. The Settling Defendant has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys.
5. The Settling Defendant has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

III. Class Definition

A. **Class Certification.** The Class Representatives and the Settling Defendant agree jointly to request that the Court certify the Class defined below under Federal Rule of Civil Procedure 23(b)(3):

1. The Class shall consist of the following:
 - a. All entities that: (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale; and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order.

For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

b. The following are excluded from the Class:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendant; (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and

2. (a) the Settling Defendant and its subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of the Settling Defendant, and the immediate family members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

B. Ability to Cure Omissions. In the event that the Settling Parties agree that an Action or entity was omitted from Exhibit A or B, the Settling Parties may, at any time before entry of the Final Approval Order, amend such Exhibit to add such Action or entity. The Settling Parties agree that they will act reasonably in considering any claim of such omission. But for the avoidance of doubt, Exhibits A and B are non-exhaustive lists, and inclusion on either exhibit is not necessary for an Action or a Class Member to be part of this Settlement.

C. Certification for Settlement Purposes Only. The Settling Parties agree that any certification of the Class will be for settlement purposes only. The Settling Parties do not waive or concede any position or arguments they have for or against certification of any class for any other purpose in any action or proceeding, and the Settling Parties retain full right and ability to contest any such class certification.

IV. Settlement Funds

A. Settlement Payment. The Settling Defendant shall pay the Settlement Amount in consideration of the covenants, agreements, and releases set forth herein.

1. The Settling Defendant shall pay by wire transfer a portion of the Settlement Amount sufficient to cover the Notice and Administrative Costs, and any Taxes and Tax Expenses as they become due, but in no event greater than \$1,000,000.00, into the Escrow Account at the Escrow Agent within twenty-one (21) calendar days of the later of: (i) Preliminary Approval of

the Agreement; or (ii) the Settling Defendant's receipt of the necessary wire instructions, W-9 form, and completion of Allergan's Bank Verification Form process. The Settling Defendant shall pay by wire transfer the remainder of the Settlement Amount (\$10,000,000.00, less any amount previously transferred into the Escrow Account to cover Notice and Administrative Costs and any Taxes and Tax Expenses that have come due) into the Escrow Account within thirty (30) calendar days of the Effective Date.

2. The Settlement Amount shall not be subject to reduction, and, upon the occurrence of the Effective Date, no funds may be returned to the Settling Defendant.
3. Releasors agree that fifty-six percent (56%) of the Settlement Amount constitutes consideration for the settlement of Claims involving, arising from, or related to generic opioid drugs that are Products distributed and/or sold before August 2, 2016, by the Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Products before August 2, 2016, that the Releasors are asserting, might otherwise assert, or could assert that Allergan (or any other Released Entity) is directly or indirectly and/or jointly or severally liable, including but not limited to, based on parent or control liability or a substantially similar theory. Releasors agree that forty-four percent (44%) of the Settlement Amount constitutes consideration for the settlement of Claims involving, arising from, or related to branded opioid drugs that are Products of or attributable to Allergan or any other Released Entity (including but not limited to branded opioid drugs that are Products distributed and/or sold before August 2, 2016, by the Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and the other Divested Entities related to those branded opioid drugs that are Products before August 2, 2016) that the Releasors are asserting, might otherwise assert, or could assert against the Allergan Defendants or any other Released Entity, of which seventy-seven percent (77%) is specifically involving, arising from, or related to Kadian® (including but not limited to Kadian manufactured, distributed, marketed, and/or sold from 1997 through 2008 by King Pharmaceuticals, Inc. and/or Alpharma Inc.).

B. No Additional Payment Obligations. The obligations incurred pursuant to this Agreement shall be in full and final disposition and settlement of all Released Claims. The Settlement Amount paid or provided by the Settling Defendant is its sole monetary obligation under this Agreement. Once the Settlement Amount is paid, the Settling Defendant shall have no further monetary obligations of any sort or kind to Plaintiffs, the Class, or any counsel for Plaintiffs pursuant to this Agreement or the Settlement. Under no circumstances will the Settling Defendant be required to pay more than the Settlement Amount pursuant to this Agreement and the Settlement set forth herein. For purposes of clarification, the payment of Taxes and Tax Expenses (as set out in Section IV.D), any Fee and Expense Award, the Notice and Administrative Costs, any Service

Awards, and any other costs associated with the implementation of this Agreement, shall be exclusively paid from the Settlement Funds. Notwithstanding the foregoing, the Settling Defendant shall be responsible at its own cost, separate from the Settlement Amount, for providing such notices as the Class Action Fairness Act of 2005 may require.

C. The Escrow Account and Agent.

1. Plaintiffs have arranged for the Escrow Account to be established at Citibank, N.A., with such bank serving as the Escrow Agent subject to an escrow agreement, and such escrow to be administered under the Court's continuing supervision and control. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.
2. The Escrow Agent shall invest the Settlement Amount deposited pursuant to Section IV.A.1 in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S. government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Escrow Agent will not invest in any instruments that a "*qualified settlement fund*," within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service ("*IRS*") guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Escrow Account, and any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from the Settling Defendant. The Settling Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent or any transactions executed by the Escrow Agent related to the investment of the Settlement Funds.
3. The Escrow Agent shall not, and Class Counsel shall not instruct the Escrow Agent to, disburse the Settlement Funds, except as provided in the Agreement or by order of the Court. For the avoidance of doubt, the Escrow Agent is authorized, and Co-Lead Class Counsel is authorized to instruct the Escrow Agent, to execute such transactions as are consistent with the terms of the Agreement or as directed by the Court.
4. All funds held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the Court.

D. Taxes.

1. The Escrow Account shall be, and shall be treated by the Settling Parties, the Escrow Agent, and Class Counsel as being at all times, a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the Court shall have continuing jurisdiction over the Escrow Account, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over Class Counsel as its tax administrator. Class Counsel shall not take any action or tax position inconsistent with such treatment. In addition, Class Counsel shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section IV.D, and shall, in any event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), 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 Class Counsel 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. Class Counsel agrees to take any other reasonable actions as shall be necessary to ensure that the Escrow Account qualifies as a qualified settlement fund for federal and state income tax purposes, including, but not limited to, requesting the Court to formally: (i) approve the Escrow Account as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1; and (ii) confirm its continuing jurisdiction over the Escrow Account. Notwithstanding anything in the Agreement to the contrary, Class Counsel shall not on behalf of or in connection with the Escrow Account request a private letter ruling, technical advice memorandum, or any other ruling or guidance from the IRS, or any other taxing authority on any matter without consulting with and obtaining the prior written consent of the Settling Defendant.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local, or foreign law, as applicable), the qualified settlement fund “administrator” shall be Class Counsel. Class Counsel shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local, or foreign law, as applicable) by, for example: (i) satisfying any information reporting or withholding requirements imposed with respect to the Escrow Account, including with respect to any distributions from the Escrow Account; (ii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Escrow Account (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iii) sending copies of all such tax returns and filings to the Settling Defendant; and (iv) providing instructions for the release of sufficient funds from the Escrow

Account to pay all Taxes owed by the Escrow Account in accordance with Section IV.D.3. and Treas. Reg. § 1.468B-2 and any applicable state, local, or other tax laws. Such returns, as well as the relation-back election described in Section IV.D.1., shall be consistent with the provisions of this Section IV.D.2 and in all events shall reflect that all Taxes as defined in Section IV.D.3 on the income earned by the Escrow Account shall be paid out of the Settlement Funds as provided in Section IV.D.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15 of the year following each calendar year in which such Released Entity makes a transfer to the Escrow Account. The Released Entities shall have no responsibility or liability for the Escrow Account's tax returns or other filings.

3. The following shall be paid out of the Settlement Funds: (i) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Escrow Account, including, without limitation, any taxes or tax detriments that may be imposed upon the Settling Defendant, their counsel, or any Released Entity with respect to any income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a qualified settlement fund for federal or state income tax purposes (collectively, "*Taxes*"); and (ii) all expenses and costs incurred in connection with the operation and implementation of this Section IV.D.3, including, without limitation, expenses of tax attorneys and/or accountants (including the Escrow Agent) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section IV.D.3 (collectively, "*Tax Expenses*"). In all events, neither the Settling Defendant nor any other Released Entity nor their counsel shall have any liability or responsibility for the Taxes described in clause (i) above or the Tax Expenses. With funds from the Escrow Account, the Escrow Agent and Class Counsel shall indemnify and hold harmless the Settling Defendant and any other Released Entity and its counsel for Taxes described in clause (i) above and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes described in clause (i) above and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Escrow Account and shall timely be paid, at Class Counsel's direction, by the Escrow Agent out of the Settlement Funds without prior order from the Court. Class Counsel and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members or Class Counsel, as the case may be, any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local, or foreign law, as applicable). Neither the Settling Defendant nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability

therefor. The Settling Parties agree to cooperate with the Escrow Agent, Class Counsel, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section IV.D.3 and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to the Agreement.

4. The Settling Defendant and Class Counsel agree that: (i) each of the Class Members is enforcing its rights as a private party and is not enforcing any rules or exercising any regulatory powers, in either case as part of a governmental function; and (ii) the Settlement Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Class Members to the same position or condition that they would be in had the Class Members not suffered alleged damage or harm allegedly caused by the Settling Defendant. Upon request by the Settling Defendant, the Class Representatives and Class Counsel agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Settling Defendant to establish the tax treatment described in this paragraph to the satisfaction of their tax advisors, their independent financial auditors, the IRS, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any other subsequently proposed or finalized relevant regulations or administrative guidance.

V. Approval and Notice

A. Approval and Effectiveness.

1. It is a condition to the Settlement that: (a) within a reasonable time period after execution of this Agreement, the Court approve and enter the Preliminary Approval Order, substantially in the form attached as Exhibit D, provided that any material modification to the Preliminary Approval Order must be acceptable to the Class Representatives and Settling Defendant; and (b) the Preliminary Approval Order remain in full force and effect until entry of the Final Approval Order. Any material modification to the Settlement imposed by the Court as a condition of its Preliminary Approval Order must be agreed to by the Class Representatives and Settling Defendant in order for the Agreement to remain binding. For the avoidance of doubt, any modification to the Preliminary Approval Order that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.
2. It is a condition to the Settlement that: (a) within a reasonable time period after the Preliminary Approval Order, including a reasonable period for notice to the Class and other settlement approval-related dates and deadlines

as set by the Court, the Court approves and enters the Final Approval Order, substantially in the form attached as Exhibit E, provided that any material modification to the Final Approval Order must be acceptable to the Class Representatives and Settling Defendant; and (b) the Final Approval Order remains in full force and effect until it becomes a Final Judgment. Any material modification to the Settlement imposed by the Court as a condition of its Final Approval Order must be agreed to by the Class Representatives and Settling Defendant in order for the Agreement to remain binding. For the avoidance of doubt, any modification to the Final Approval Order that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.

3. It is a condition to the Settlement that the Final Approval Order not be reversed, vacated, or substantially modified on appeal, a motion for reconsideration, or other review and that it becomes a Final Judgment. Any material modification to the Settlement imposed by the Court or an appellate court, subsequent to the Final Approval Order, must be agreed to by the Class Representatives and Settling Defendant in order for the Agreement to remain binding. For the avoidance of doubt, any modification imposed by the Court or an appellate court that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.
4. The Settling Parties agree that the Settlement is not final and enforceable until the Effective Date, except as to any provisions that the Agreement provides shall occur prior to the Effective Date. The Preliminary Approval Order and the Final Approval Order shall be enforceable upon entry in accordance with their terms.

B. Reasonable Best Efforts to Effectuate This Settlement. The Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. The Settling Parties have worked, and will continue to work, cooperatively to complete and submit promptly to the Court for approval the Motions for Preliminary Approval and Final Approval and such additional documentation as may be necessary for the Court to make the determinations required hereunder, and to address any concerns regarding the Agreement or the Settlement identified by the Court or any court of appeal.

C. Preliminary Approval.

1. No later than 30 days after the execution of this Agreement, Class Counsel shall submit the Agreement together with its Exhibits to the Court and shall apply for entry of the Preliminary Approval Order (the "*Motion for Preliminary Approval*") pursuant to Federal Rule of Civil Procedure 23(e).

2. The Motion for Preliminary Approval shall request the entry of a Preliminary Approval Order that includes: (i) the findings required by Federal Rule of Civil Procedure 23(e)(1)(B); (ii) approval of the Notice and proposed Notice Plan; (iii) scheduling of the Fairness Hearing to occur after the conclusion of the notice period; (iv) the appointment of the Escrow Agent as set forth in Section IV.C; (v) continuing the stay of all Actions in MDL No. 2804 as to the Settling Defendant until the Court has made its final settlement approval determination; (vi) severing and staying the Actions brought by the TPP Bellwether Plaintiffs as to the Settling Defendant until the Court has made its final settlement approval determination; and (vii) enjoining all Class Members from filing, commencing, prosecuting, continuing, litigating, or intervening in or participating as class members in, any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class. The Preliminary Approval Order shall provide that if this Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the Settling Parties shall be returned to the status quo that existed immediately prior to January 1, 2026, except as expressly provided herein.
3. Class Counsel shall provide the Settling Defendant with a draft of their Motion for Preliminary Approval, together with any accompanying memorandum of law and proposed form of notice, at least five (5) business days in advance of filing and shall consider in good faith any suggestions that the Settling Defendant may have. Class Counsel shall not file such a motion without the Settling Defendant's consent, which consent shall not be unreasonably withheld.

D. Notice to the Class.

1. Notice of the Settlement shall be given as soon as practicable after Preliminary Approval and, in any event, the notice process shall commence no later than fourteen (14) calendar days following the entry of the Preliminary Approval Order. Notice shall be provided by the Notice and Claims Administrator to Class Members, subject to any modifications required by the Court. Any Opt-Out or Objection requirements set out in the Notice, as approved by the Court in its Preliminary Approval Order, shall substantially reflect the Opt-Out and Objection requirements as set forth in this Agreement.
2. Class Counsel shall submit to the Court for approval a proposed form of, method for, and schedule for dissemination of Notice to the Class. The Motion for Preliminary Approval shall recite and ask the Court to find that the proposed form of and method for dissemination of Notice to the Class constitutes valid, due, and sufficient notice, constitutes the best notice

practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.

3. Class Counsel shall seek an order authorizing and ordering the Notice and Claims Administrator to submit a report to the Court, Class Counsel, and Settling Defendant (an “*Opt-Out Report*”), which shall be provided no later than seven (7) calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, identifying all requests to be excluded from the Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1 or were otherwise inadequate.
4. No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Class Counsel shall serve on Settling Defendant and file with the Court proof, by affidavit or declaration, of such dissemination.

E. **CAFA Notice.** Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Settling Defendant shall serve notice of the Settlement on the appropriate federal and state officials no later than ten (10) calendar days after the filing of this Agreement with the Court. If the Settlement does not become final for any reason, the Settling Defendant shall not recover the notice and notice administration costs, including any costs of providing notice pursuant to the Class Action Fairness Act of 2005, which Settling Defendant shall cover independently and separate from the Settlement Amount due to the Class under this Agreement.

F. **Objections to Settlement.**

1. **Form of Objection & Deadline for Filing.** The Notice shall require that any Objection to the Settlement, or any part of this Agreement, including Attorneys’ Fees and Expenses, the Class Representatives’ Service Awards, or the Plan of Allocation, be in writing. The deadline for filing the Objection with the Court shall be forty-five (45) calendar days after commencement of the dissemination of the Notice.
2. **Content of Objection.** The written Objection filed with the Court shall: (a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys’ Fees and Expenses, and/or application for Service Awards to Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court’s attention; (d) state whether the Objection applies only to the objector, to a subset of the Class, or to the entire Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector’s membership in the Class, such as the objectors’ status as a Third Party Payor within the Class; (g) state whether the objector

intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement.

3. **Waiver.** Any Class Member that does not object in the manner provided herein shall be deemed to have waived such Objection and shall forever be foreclosed from making any Objection to the fairness or adequacy of the proposed Settlement, the Plan of Allocation, the Attorneys' Fees and Expenses, or to any Service Award, unless otherwise ordered by the Court. All presentations of Objections will be further limited by the information listed in the Objection. A Class Member's compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of Objections at the Fairness Hearing, will be in the sole discretion of the Court.

G. Opt-Out.

1. Any entity within the Class that wishes to opt out of the Class and Settlement must submit a written and signed statement entitled, "Opt-Out Form" to the Notice and Claims Administrator and email it to Settling Defendant and Class Counsel as set forth in the Notice. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and is legally authorized to exclude itself from the Settlement and must: provide the submitting entity's name, address, telephone number and email address (if available); provide the complaint and docket number of any case in which the submitting entity is a Plaintiff against the Settling Defendant related to the Covered Conduct; and be received by the Notice and Claims Administrator, no later than the date designated for such purpose in the Notice.
2. The standing and Class Member-eligibility-status of entities that submit Opt-Out Forms will be subject to confirmation by the Notice and Claims Administrator.
3. With respect to any member of the Class that timely elected to opt out and is therefore not a member of the Class, Settling Defendant reserves all of its legal rights and defenses.
4. An Opt-Out Form that fails to satisfy any of the requirements set forth in Section V.G.1, including, but not limited to, the provision of inaccurate or

incomplete information, shall be null and void and shall have no effect whatsoever on the entity's membership in the Class.

5. All Opt-Out Forms must be served on such schedule as the Court may direct. In seeking Preliminary Approval, Class Counsel will request that the deadline for receipt of Opt-Out Forms be forty-five (45) calendar days after commencement of dissemination of Notice.
6. Opt-Out Forms shall be deemed valid only for the entity named in the request.
7. Opt-Out Forms shall be deemed timely if received by the Notice and Claims Administrator no later than the date designated for such purpose in the Notice.
8. Any entity that submits a timely and valid Opt-Out Form in accordance with Section V.G.1 shall not: (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to submit an Objection.
9. Any Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G.1 submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of Section V.F, shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.
10. No "mass," "class," "group," or otherwise combined Opt-Out Form shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition, including, but not limited to, the entity's subsidiaries, affiliated or related companies or business entities, divisions, partnerships, joint ventures, clients, customers, or administrative services organization.
11. **Opt-Out Report.** No later than seven (7) calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, and at least fifteen (15) business days prior to the Fairness Hearing, the Notice and Claims Administrator shall submit to the Court, Class Counsel, and Settling the Opt-Out Report as described in Section V.D.3.

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

1. On or before the deadline set by the Court in the Preliminary Approval Order, Class Counsel shall file a motion for final approval of the Settlement (the "*Motion for Final Approval*"). In the Motion for Final Approval and at the Fairness Hearing, the Settling Parties will request that the Court: (a) enter the Final Approval Order substantially in the form attached as Exhibit E to this Agreement, provided that any material modification to the Final

Approval Order must be acceptable to the Class Representatives and Settling Defendant; (b) finally certify the Class; (c) approve and adopt the Agreement as final, fair, reasonable, adequate, and binding on all Class Members; (d) enter judgment dismissing the Actions with prejudice and directing the dismissal with prejudice of any of the Actions not before the Court; and (e) permanently enjoin any Class Member from asserting or pursuing any Released Claim against any Released Entity in any forum. The Final Approval Order and Final Judgment shall contain provisions:

- a. certifying the Class for settlement purposes; fully and finally approving the Settlement contemplated by this Agreement and its terms as being fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23 and directing its consummation pursuant to its terms and conditions; and finding that the Notice given to the Class Members constituted the best notice practicable under the circumstances and complies in all respects with the requirements of Federal Rule of Civil Procedure 23 and due process;
- b. entering judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to the Settling Defendant and, except as provided for herein, without costs;
- c. directing Plaintiff Class Members to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to the Settling Defendant and, except as provided for herein, without costs;
- d. discharging and releasing the Released Entities from all Released Claims;
- e. permanently barring and enjoining the institution and prosecution by Class Members of any other action against the Released Entities in any forum asserting any Claims related in any way to the Released Claims;
- f. reserving and continuing exclusive jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent, Class Counsel as the Escrow Account's tax administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;
- g. determining pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of a Final Approval Order as to Plaintiffs and the Settling Defendant; and
- h. containing such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.

Class Counsel also will request that the Court approve the proposed Plan of Allocation and application for attorneys' fees and reimbursement of expenses, as described in Section VIII.A.

2. Class Counsel shall provide the Settling Defendant with a draft of the Motion for Final Approval, together with any accompanying memorandum of law at least five (5) business days in advance of filing and shall consider in good faith any comments the Settling Defendant may have. Class Counsel shall not file such a motion without the Settling Defendant's consent, which consent shall not be unreasonably withheld.

I. **Time to Appeal.** The time to appeal from approval of the Settlement shall commence upon the Court's entry of the Final Approval Order regardless of whether or not either the Plan of Allocation or an application for Attorneys' Fees and Expenses has been submitted to the Court or resolved.

VI. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination

A. Occurrence of Effective Date.

1. Upon the Effective Date, any and all remaining interest or right of the Settling Defendant in or to the Settlement Funds, if any, shall be absolutely and forever extinguished, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Fee and Expense Award paid) shall be transferred from the Escrow Agent to the Notice and Claims Administrator as successor Escrow Agent within ten (10) business days of the Notice and Claims Administrator notifying Class Counsel it is ready to distribute the Net Settlement Funds, which must be after the Effective Date.
2. Upon the Effective Date, Plaintiffs shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on Exhibit A, as provided for in the Final Approval Order.

B. Failure of Effective Date to Occur.

1. In the event that the Effective Date does not occur, for whatever reason, including for the reasons set forth in Sections VI.C-E, then this Agreement shall be cancelled and terminated, unless the Settling Parties mutually agree in writing to proceed with this Agreement. The Settlement Funds shall be returned to Settling Defendant, including interest accrued on the Escrow Account, less any Notice and Administrative Costs, and any Taxes or Tax Expenses paid, incurred, or due and owing (the "*Termination Refund*"). The Termination Refund shall include all attorneys' fees and costs which have been disbursed to Co-Lead Class Counsel pursuant to Court order. Settling Defendant shall provide Co-Lead Class Counsel with instructions regarding where to send the Termination Refund. Co-Lead Class Counsel will promptly provide all necessary instructions to the Escrow Agent to effectuate the foregoing sentence. The Termination Refund shall be paid to the Settling Defendant consistent with the Section IV.A.1.
2. Upon receipt of the Termination Refund, this Agreement shall terminate, and it, the Settling Defendant's obligations under it, and all releases

contained herein shall become null and void. In the event of such a termination, (a) no Class will be deemed certified as a result of this Agreement, (b) all orders of the Court preliminarily or otherwise approving the Settlement shall be vacated, (c) the Settling Parties shall be returned to the status quo that existed in the Actions immediately prior to January 1, 2026 (subject to appropriate extensions of deadlines to enable the Actions to proceed); and (d) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to January 1, 2026. The Settling Parties shall then proceed in all respects as if this Agreement and any related orders had not been executed.

C. Walk-Away Right.

1. No later than seven (7) calendar days following the deadline set by the Court for Class Members to opt out from the Class, Class Counsel shall provide Settling Defendant's Counsel with the Opt-Out Report.
2. Settling Defendant may, in its sole discretion, terminate the Agreement by serving written notice, by email and overnight courier, to Class Counsel within fifteen (15) calendar days following receipt by Settling Defendant from Class Counsel of the Opt-Out Report (the "*Walk-Away Right*"), unless such date is extended by mutual agreement of Class Counsel and Settling Defendant. In deciding whether to exercise the Walk-Away Right, Settling Defendant agrees to meet and confer with Class Counsel, but in no event will this agreement obviate Settling Defendant's ability to unilaterally determine to exercise the Walk-Away Right. If Settling Defendant does not provide written notice of the exercise of the Walk-Away Right to Class Counsel in accordance with this paragraph, the Walk-Away Right shall be waived. The decision to exercise the Walk-Away Right shall be unreviewable.
3. In the event Settling Defendant exercises its Walk-Away Right, Settling Defendant reserves all of its legal rights and defenses with respect to any member of the Class.

D. Termination.

1. This Agreement may be terminated by either the Settling Defendant or Class Counsel by serving on counsel for the other parties and filing with the Court a written notice of termination within ten (10) business days (or such longer time as may be agreed between Settling Defendant and Class Counsel) after any of the following occurrences:
 - a. the Court, or any appellate court(s), rejects, materially modifies, or materially amends or changes the Settlement (with the exception of any provision of the Settlement relating to Attorneys' Fees and Expenses or any Service Awards);

b. the Court, or any appellate court(s), declines to enter without material change the material terms in the proposed Preliminary Approval Order or the proposed Final Approval Order;

c. an appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand; or

d. the Effective Date does not otherwise occur.

E. No Court Approval.

1. If the Court declines to or does not enter the Preliminary Approval Order or the Final Approval Order, or if the Final Approval Order does not become a Final Judgment because it is reversed, vacated, or modified on appeal, a motion for reconsideration, or other review, the Actions against the Released Entities will resume unless within thirty (30) calendar days of such event, the Settling Parties mutually agree in writing to: (a) seek reconsideration or appellate review of any decision denying entry of such order; (b) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement; and/or (c) comply with other guidance or directives the Court has provided.
2. If the litigation against the Released Entities resumes pursuant to Section VI.E.1, or the Settling Parties seek reconsideration and/or appellate review of any decision denying entry of the Preliminary Approval Order or Final Approval Order or the decision reversing, vacating, or materially modifying the Final Approval Order and such further reconsideration and/or appellate or other review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption or the denial of further reconsideration or appellate review, repay to the Settling Defendant the Termination Refund as of the date on which notice is received, and (b) this Agreement shall terminate upon receipt of the Termination Refund.

VII. Notice and Claims Administrator

A. Selection of Notice and Claims Administrator. Co-Lead Class Counsel will re-nominate A.B. Data, Ltd., which the Court has previously approved.

1. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Court's approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Class.

2. The Notice and Claims Administrator's role generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Claim Forms, including all supporting documentation, as well as determining any Qualifying Class Member's Allocated Amount and overseeing distribution of the Net Settlement Funds.
3. Any successor to the initial Notice and Claims Administrator shall be subject to appointment by the Court, with the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.
4. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Class Members' rights and obligations under the Agreement.
5. Allergan, its counsel, and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.
6. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Settling Defendant shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount.

B. Distribution of Settlement Funds.

1. Upon further orders of the Court, the Notice and Claims Administrator, subject to such supervision and direction of the Court and/or Co-Lead Class Counsel, as may be necessary or as circumstances may require, shall administer the claims submitted by Class Members and shall oversee distribution of the Settlement Funds, including distribution of the Net Settlement Funds to Class Members pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the Court, the Settlement Funds shall be applied as follows:
 - a. to pay all costs and expenses reasonably and actually incurred in connection with providing Notice to the Class, in connection with administering and distributing the Net Settlement Funds to Class Members, and in connection with paying escrow fees and costs, if any;
 - b. to pay all costs and expenses, if any, reasonably and actually incurred in soliciting claims and assisting with the filing and processing of such claims;
 - c. to pay Taxes and Tax Expenses as defined herein;

d. to pay any Fee and Expense Award, and any Service Awards to Class Representatives, that are approved by the Court, subject to and in accordance with the Agreement; and

e. to distribute the balance of the Net Settlement Funds to Class Members as allowed by the Agreement, the Plan of Allocation, or order of the Court.

2. No amount may be disbursed from the Settlement Funds until the Effective Date, except that: (a) Notice and Administrative Costs, to the extent authorized by the Court, may be paid from the Settlement Funds as they become due; and (b) Taxes and Tax Expenses may be paid from the Settlement Funds as they become due.

C. Distribution of Net Settlement Funds.

1. Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Funds shall be distributed to Class Members.

2. The Net Settlement Funds shall be distributed to Class Members that submit a Claim Form in accordance with a Plan of Allocation to be approved by the Court. No funds from the Net Settlement Funds shall be distributed until after the Effective Date.

3. All Class Members shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment with respect to all Released Claims.

D. No Liability for Distribution of Escrow Account. Neither the Released Entities nor their counsel shall have any responsibility for, interest in, or liability whatsoever with respect to the distribution of the Escrow Account; the Plan of Allocation; the determination, administration, or calculation of claims; the Escrow Account's qualification as a "qualified settlement fund"; the payment or withholding of Taxes or Tax Expenses; the distribution of the Net Settlement Funds; or any losses incurred in connection with any such matters. The Releasors hereby fully, finally, and forever release, relinquish, and discharge the Released Entities, and their counsel from any and all such liability. No entity shall have any claim against Class Counsel or the Notice and Claims Administrator based on the distributions made substantially in accordance with the Agreement and the Settlement contained herein, the Plan of Allocation, or further orders of the Court.

E. Balance Remaining in Net Settlement Funds. If there is any balance remaining in the Net Settlement Funds (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be distributed in accordance with the Plan of Allocation or further order of the Court (but not to the Settling Defendant)

F. **Orders Regarding Plan of Allocation.** Any order or proceeding solely relating to the Plan of Allocation, including any adjustments to any Class Member's claim, shall not operate to terminate or cancel this Agreement or affect the finality of the Final Judgment, or any other orders entered pursuant to this Agreement.

VIII. Attorneys' Fees and Expenses and Service Awards

A. **Fee and Expense Application.** Class Counsel may submit an application (the "*Fee and Expense Application*") for distributions from the Settlement Funds for: (a) an award of attorneys' fees; (b) reimbursement of expenses incurred in connection with prosecuting the Action; and (c) any interest on such Attorneys' Fees and Expenses at the same rate and for the same periods as earned by the Settlement Funds, as appropriate, and as may be awarded by the Court.

B. **Payment of Fee and Expense Award.** Any amounts that are awarded by the Court pursuant to Section VIII.A shall be paid from the Settlement Funds consistent with the provisions of this Agreement.

C. **Award and Allocation of Attorneys' Fees and Costs.** The award, payment, and allocation of attorneys' fees and costs under this Agreement and/or the Plan of Allocation are subject to Court approval under Federal Rule of Civil Procedure 23(h) and to the Court's common benefit-related orders. The amount awarded by the Court for attorneys' fees is subject to and shall include the common benefit obligations due under the Court's common benefit-related orders, which shall be allocated by the Fee Panel among qualified applicants: firms that: (1) represent litigating Third Party Payors against the Settling Defendant (parallel to requirements in prior governmental entity settlements); and (2) did work that inured to the common benefit. The fee award net of the common benefit assessment shall be allocated by Co-Lead Class Counsel among counsel who have performed authorized work for the benefit of the Settlement Class, with any appeals to such allocation going to Special Master David R. Cohen.

D. **Orders Regarding Fee and Expense Award.** The procedure for, and the allowance or disallowance by the Court of, the Fee and Expense Application are not part of the Settlement set forth in this Agreement. Any order or proceeding solely relating to the Fee and Expense Application, including any appeal from any Fee and Expense Award or any other order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment and the Settlement of the Actions as set forth herein, *provided* that any such order or proceeding has no impact on any other aspect of the Settlement or this Agreement, including, without limitation, Sections V.G and VI.C.

E. **No Liability for Fees and Expenses of Class Counsel.** Neither the Released Entities, nor their counsel shall have any responsibility for or liability whatsoever with respect to any payment(s) to Class Counsel pursuant to this Agreement and/or to any other entity or person that may assert some claim thereto or any Fee and Expense Award that the Court may make in the Action, other than as set forth in this Agreement.

F. **Service Award.** Settlement Class Counsel may apply to the Court, upon Notice to the Class, for appropriate Service Awards for Settlement Class Representatives in connection with their representation of the Class, subject to the discretion and approval of the Court. The Service

Awards shall be paid from the Settlement Funds, and Settling Defendant shall have no obligation to pay any Service Award or any other fees, costs, or expenses other than the Settlement Amount. Any order or proceeding solely relating to the Service Award, including any appeal from any Service Award or any other order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment and the Settlement of the Actions as set forth herein, *provided* that any such order or proceeding has no impact on any other aspect of the Settlement or this Agreement, including, without limitation, Sections V.G and VI.C.

IX. Releases and Dismissal

A. No Future Actions Following Release. As of the Effective Date, the Released Entities will be fully, finally, and forever released and discharged from all of the Releasors' Released Claims. Each Releasor will, on or before the Effective Date, hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. Each Class Representative also stipulates that it will not argue in any litigation that any Released Entity bears any fault for, or was in any way responsible for or the cause of, any Released Claim. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Class Members shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all Claims that are released hereunder.

B. Claim-Over and Non-Party Settlement.

1. The payments made under this Agreement shall be the sole payments made by the Released Entities to Class Members involving, arising out of, or related to the Released Claims. Claims by Class Members against non-parties shall not result in additional payments by the Released Entities, whether through contribution, indemnification, or any other means.
2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. However, and notwithstanding the foregoing, this provision shall not preclude any Released Entity from seeking indemnification, contribution, or any other theory from and against Teva Ltd., Divested Entities, Pfizer Inc., King Pharmaceuticals, Inc., and Alpharma Inc., and/or each of their respective past and current parents, subsidiaries, and/or affiliates. For the

avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Settling Defendant in Section IX.B.2. or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by the subsection is a material term of this Agreement.
4. To the extent that, on or after the Effective Date, a settlement on behalf of a class that would otherwise be a Non-Party Settlement is submitted to a court for preliminary or final approval under Rule 23 of the Federal Rules of Civil Procedure, the proponents of the settlement that are Class Representatives in this Settlement or represented by Class Counsel will include, unless prohibited by applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Settling Defendant in Section IX.B.2 or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. For the avoidance of doubt, the Settling Parties acknowledge that the effectiveness of any such provision will depend upon its approval by the court to which the settlement agreement is submitted in accordance with Rule 23 of the Federal Rules of Civil Procedure. The obligation to include the prohibition and/or release required by the subsection is a material term of this Agreement.
5. It is the intent of the Parties that the Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.
6. The provisions of this Section IX.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
7. In the event that any Class Member obtains a judgment with respect to a Non-Released Entity and such Non-Released Entity asserts a Non-Party Covered Conduct Claim against the Released Entities related to the Released Claims, that Class Member and the Settling Defendant shall take the following actions to ensure that the Released Entities do not pay more with respect to the Released Claims to Class Members or to Non-Released

Entities than the amounts owed under this Agreement by the Settling Defendant:

a. The Settling Defendant shall notify the Class Member of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or within sixty (60) calendar days of the Effective Date, whichever is later.

b. The Settling Defendant's payment obligations under this Agreement are and shall be binding, notwithstanding the existence of any Claim-Over. In no event shall any Class Member be required to forego, disgorge, diminish, or alter any amounts owing under this Agreement as a result of any Claim-Over.

c. The Settling Defendant and the Class Member shall meet and confer concerning the means to hold the Released Entities harmless and ensure that the Settling Defendant or Released Entities are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by the Settling Defendant under this Agreement.

d. The Class Member and the Settling Defendant shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by the Settling Defendant under this Agreement. Such steps shall include, where permissible:

(i) support by the Releasor of a motion to dismiss or such other appropriate motion as may be filed by the Settling Defendant or Released Entities in response to any Claim filed in litigation or arbitration;

(ii) Reduction of the Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(iii) Placement in escrow of funds paid by the Non-Released Entity to Releasor such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by the Settling Defendant to, or allocated to, that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to the Settling Defendant by that Releasor to ensure the Settling Defendant is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to the Settling Defendant under this Agreement in an amount equal to the Releasor's distribution to reduce the overall amounts to be paid under the Agreement such that it is held harmless from the Claim-Over; and

(vii) such other actions as that Releasor and the Settling Defendant may devise to hold the Released Entities harmless from the Claim-Over.

e. The actions of that Releasor and the Settling Defendant taken pursuant to clause (d) above must, in combination, ensure that the Settling Defendant is not required to pay more with respect to Covered Conduct than the amounts owed by that Settling Defendant to that Releasor under this Agreement.

C. **Litigation Bar.** The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. **General Release.** The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in the Agreement, each Releasor expressly, knowingly, and voluntarily waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which reads:

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

Releasors likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Class Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to, Section 20-7-11 of the South Dakota Codified Laws. A Releasor

may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or through no fault whatsoever, and which, if known, would materially affect the Releasors' decision to participate in this Agreement.

E. **Assigned Interest Waiver.** To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Settling Defendant (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Settling Defendant.

F. **Res Judicata.** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

G. **Effectiveness.** The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Funds or any portion thereof, by the enactment of future laws, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Settling Defendant to secure the prompt dismissal of any and all Released Claims. Additionally, the Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. Consistent with these objectives, the Settling Defendant will not oppose Plaintiffs' Motions for Preliminary and Final Settlement Approval. The Settling Parties will continue to work cooperatively to complete and submit promptly to the Court for approval such additional documentation as may be necessary for the Court to determine whether this Agreement and Settlement should be communicated to the Class and ultimately approved and to address any concerns regarding the Settlement identified by the Court or any court of appeal. Upon the Effective Date, Class Members will also reasonably cooperate with the Settling Defendant to secure the prompt dismissal of any and all Released Claims in the Actions.

I. **Non-Released Claims.** Notwithstanding the foregoing or anything in the definition of Released Claims, any claims solely to enforce the terms of this Agreement are not released.

J. **Liens.** Each Class Member agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Settlement Funds allocated to that Class Member, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

K. **Excluded from Release.** Notwithstanding the foregoing, the releases provided herein shall not release claims of entities that are outside the Class; claims or damages arising solely from conduct by the Settling Defendant that occurs after the Effective Date; claims against the Settling Defendant other than the Released Claims; or claims to enforce the terms of this Agreement.

L. Upon the Effective Date, the Released Entities shall by operation of the Final Judgment have, fully, finally, and forever released, relinquished, and discharged all claims against Class Representatives, the Settlement Class, and Class Counsel that arise out of or relate in any way to the commencement, prosecution, settlement, or resolution of the Actions, except for claims to enforce the terms of the Settlement.

X. Judgment and Set-Off Related to Teva

A. The Parties recognize that some of the Releasors are pursuing Claims against Teva Ltd., Teva USA, Cephalon, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates. If any of them achieves a judgment by verdict, judicial decision, or means other than settlement against any of Teva Ltd., Teva USA, Cephalon, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates, each Releasors shall represent and agree that any payment(s) that the Releasor or their counsel receives from Teva Ltd., Teva USA, Cephalon, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates reflects the amount over and above 56% of the amount they or their counsel received from the Settlement Amount due under this Settlement Agreement that each and all of them deem to reflect a fair overall settlement value for liability attributable to the generic opioid drugs that are Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and/or other Divested Entities and/or attributable to the operation of the Divested Actavis Generic Entities and/or other Divested Entities related to those generic opioid drugs that are Products before August 2, 2016.

B. The Releasors may reach a settlement agreement with Teva Ltd., Teva USA, Cephalon, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates that resolves some or all of their respective Claims. In that event, the Releasors represent and agree that any payment(s) that the Releasors or their counsel receives from Teva Ltd., Teva USA, Cephalon, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates reflects the amount over and above 56% of the amount they or they counsel received from the Settlement Amount due under this Settlement Agreement that each and all of them deem to reflect a fair overall settlement value for liability attributable to the generic opioid drugs that are Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and/or other

Divested Entities and/or attributable to the operation of the Divested Actavis Generic Entities and/or other Divested Entities related to those generic opioid drugs that are Products before August 2, 2016. In any such settlement agreement with Teva Ltd., Teva USA, Cephalon, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates, the Releasors agree that the agreed settlement amount reflects the value the parties to the agreement deem a fair settlement value over and above the payments made or due to be paid under this Settlement Agreement for generic opioid drugs that are Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and/or other Divested Entities and/or relate to the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Products before August 2, 2016.

XI. Miscellaneous Provisions

A. No Admission of Liability or Wrongdoing. The Class Representatives, the Class, and the Settling Defendant agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. The Settling Defendant not admit liability or wrongdoing. This Agreement shall not be considered, construed, or represented to be: (1) an admission, concession, or evidence of liability or wrongdoing; or (2) a waiver or any limitation of any defense otherwise available to the Settling Defendant.

B. Voluntary Settlement. Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

C. Integrated Agreement. Except for any amendments, alterations, or modifications provided for under Section XI.D, this Agreement, including its exhibits and any other attachments, embodies the entire Agreement and understanding between and among the Settling Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral; and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

The exhibits to this Agreement are:

Exhibit A	Non-Exhaustive List of Actions
Exhibit B	Non-Exhaustive List of Plaintiff-Class Members
Exhibit C	Claim Form
Exhibit D	Form of Preliminary Approval Order
Exhibit E	Form of Final Approval Order
Exhibit F	AbbVie Affiliated Companies
Exhibit G	Allergan Affiliated Companies

Exhibit H Divested Entities

D. **Amendment.** The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties. To the extent there is a conflict between the provisions of this Agreement, the Preliminary Approval Order, the Final Judgment, the Final Approval Order, and/or the Plan of Allocation, each such document shall have controlling effect in the following rank order: (1) the Final Judgment; (2) the Final Approval Order; (3) the Preliminary Approval Order; (4) this Agreement; and (5) the Plan of Allocation.

E. **Execution in Counterparts.** This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the Court.

F. **Construction.** None of the Settling Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

G. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

H. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms, and the negotiations surrounding this Agreement shall be governed by Rule 408 of the Federal Rules of Evidence and shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement. Notwithstanding anything to the contrary in this Agreement or otherwise, Settling Defendant may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Defendants; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by a Settling Defendant that the Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

I. **Preservation of Records.** For five (5) years following the Effective Date: (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Claim Form; and (ii) each Class Representative shall keep,

maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Claim Form.

J. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties. Without limiting the generality of the foregoing, each and every covenant and agreement entered into herein by Class Representatives and Class Counsel shall be binding upon all Class Members.

K. **Notices.** All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, and, if directed to any Class Member, shall be addressed to Class Counsel at their addresses set forth below, and, if directed to the Settling Defendant, shall be addressed to their attorneys at the addresses set forth below or such other addresses as Class Counsel or the Settling Defendant may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to the Class Representatives or any Class Member(s), address notice to:

Elizabeth J. Cabraser
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street
29th Floor
San Francisco, CA 94111
ecabraser@lchb.com

Paul J. Geller
ROBBINS GELLER RUDMAN & DOWD, LLP
225 NE Mizner Boulevard
Suite 720
Boca Raton, FL 33432
pgeller@rgrdlaw.com

If directed to the Settling Defendant, address notice to:

Allergan's attorneys:

Rebecca C. Fitzpatrick
KIRKLAND & ELLIS, LLP
333 West Wolf Point Plaza
Chicago, IL 60654
rebecca.fitzpatrick@kirkland.com

Catie Ventura
KIRKLAND & ELLIS, LLP
1301 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
catie.ventura@kirkland.com

Any Settling Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section XI.K.

L. **Consent to Jurisdiction.** The Settling Defendant and each Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement or the applicability of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Settling Defendant and the Class Members irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court or that the Court is in any way an improper venue or an inconvenient forum. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

M. **Resolution of Disputes; Retention of Exclusive Jurisdiction.** Any disputes between or among the Settling Defendant and any Class Members concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court. The Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

N. **Choice of Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

O. **Severability.** If any provisions other than the following provisions of this Agreement are held to be unenforceable—Section I (Definitions), Section III (Class Definition), Section IV (Settlement Funds), Section V (Approval and Notice), Section VI.C (Walk-Away Right), Section IX (Releases and Dismissal), and Section X (Judgment and Set-Off Related to Teva)—then such provisions shall be severable, and the Settling Parties agree that the enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

P. **Waiver.** No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a Settling Party on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion, unless otherwise agreed in writing.

Q. **Confidentiality.** The terms of this Agreement shall remain confidential until the Motion for Preliminary Approval is filed, unless the Settling Defendant and Class Counsel agree otherwise, *provided* that the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or otherwise required by applicable law or court order; and Class Members may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Escrow Agent, who shall abide by the terms of this paragraph. Any formal press release by a Settling

Party regarding this Settlement prior to entry of the Final Approval Order shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes. No such press release shall be made prior to the Class Counsel moving for an order directing Notice to the Class.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

Dated: June 2, 2026

CO-LEAD CLASS COUNSEL, on behalf of Third Party Payor
Plaintiffs individually and the Third Party Payor Class

By: _____

Paul J. Geller

Paul J. Geller
Mark J. Dearman
ROBBINS GELLER RUDMAN & DOWD LLP
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432

By: _____

Elizabeth J. Cabraser

Elizabeth J. Cabraser
Eric B. Fastiff
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

By: _____

James R. Dugan, II
DUGAN LAW FIRM
One Canal Place
Suite 1000
365 Canal Street
New Orleans, Louisiana 70130

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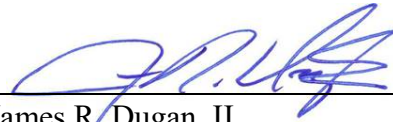
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Plaintiffs individually and the Third Party Payor Class

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275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

By:  _____
James R. Dugan, II
DUGAN LAW FIRM
One Canal Place
Suite 1000
365 Canal Street
New Orleans, Louisiana 70130

Dated: June __, 2026

On Behalf of Settling Defendant

By: 

Scott T. Reents
Executive Vice President, Chief Financial Officer of
AbbVie Inc.
Director and Chief Financial Officer, Allergan Unlimited
Company (f/k/a Allergan Limited)
President, Allergan Finance, LLC
1 North Waukegan Road
North Chicago, IL 60064

EXHIBIT A

Non-Exhaustive List of Actions¹

¹ The inclusion of an entity on Exhibit A is not an admission that the entity's claims have not been released in a prior settlement with the Settling Distributors.

Case Caption	State	State/Federal	Jurisdiction	Docket Number
American Resources Insurance Company, Inc. v. Purdue Pharma, L.P., et al.	AL	Federal	N.D. Ohio	1:18-op-45910
Agricultural Group Compensation Self-Insured Fund v. Endo Health Solutions Inc., et al.	AR	Federal	N.D. Ohio	1:19-op-45892
Arizona Counties Insurance Pool v. Purdue Pharma L.P., et al.	AZ	Federal	N.D. Ohio	1:18-op-45632
Arizona Municipal Risk Retention Pool v. Purdue Pharma LP et al	AZ	Federal	N.D. Ohio	1:18-op-45178
Arizona School Alliance for Workers' Compensation, Inc. v. Purdue Pharma, L.P., et al.	AZ	Federal	N.D. Ohio	1:18-op-45540
National Roofers Union & Employers Joint Health & Welfare Fund v. Purdue Pharma LP, et al.	AZ	Federal	N.D. Ohio	1:18-op-45833
Northwest Arizona Employee Benefit Trust v. Purdue Pharma L.P., et al.	AZ	Federal	N.D. Ohio	1:18-op-46043
Central California Alliance for Health v. Teva Pharmaceuticals USA Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45971
Commission on Medical Care, d/b/a Partnership Healthplan of California v. Teva Pharmaceuticals USA Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45896
Health Plan of San Joaquin v. Teva Pharmaceuticals USA Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-46093
ILWU-PMA Welfare Plan v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:21-op-45013
Inland Empire Health Plan v. Purdue Frederick Co. Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45804
Local Initiative Health Authority for Los Angeles v. Purdue Pharma LP, et al.	CA	Federal	N.D. Ohio	1:19-op-45212
Pleasant Valley School District v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:21-op-45120
San Francisco Health Plan v. Teva Pharmaceuticals USA, Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45893
San Leandro Unified School District, a local education agency v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:21-op-45114
Santa Barbara San Luis Obispo Regional Health Authority, d/b/a	CA	Federal	N.D. Ohio	1:19-op-45895

Case Caption	State	State/Federal	Jurisdiction	Docket Number
CenCal Health v. Teva Pharmaceuticals USA Inc., et al.				
Susanville Elementary School District and Lassen County Office of Education, Individually, and on Behalf of All Others Similarly Situated v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:22-op-45031
Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan v. Teva Pharmaceuticals USA, Inc. et al.	CA	Federal	N.D. Ohio	1:19-op-46020
Zenith Insurance Company and Znat Insurance Company v. Amerisourcebergen Drug Corporation, et al.	CA	Federal	N.D. Ohio	1:18-op-46181
Local Initiative Health Authority for Los Angeles County v. Sackler et al.	CA	Federal	N.D. Ohio	1:19-op-45963
International Brotherhood of Electrical Workers Local 90 Benefits Plan v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45069
Local 493 Teamsters Health Services and Insurance Plan v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45074
Local 671 Teamsters Health Services and Insurance Plan v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45092
Local 677 Teamsters Health Services & Insurance Fund v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45071
Advanced C4 Solutions, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	FL	Federal	N.D. Ohio	1:20-op-45070
Cedar International Services, LLC v. Teva Pharmaceuticals USA, Inc., et al.	FL	Federal	N.D. Ohio	1:20-op-45071
MSP Recovery Claims, Series LLC, a Delaware Limited Liability Company v. Purdue Pharma, L.P., et al.	FL	Federal	N.D. Ohio	1:18-op-45091
MSPA CLAIMS 1, LLC, a Florida Limited Liability Company; MAO-MSO RECOVERY II, LLC a Delaware Limited Liability	FL	Federal	N.D. Ohio	1:18-op-45526

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Company; MSP RECOVERY CLAIMS, SERIES LLC, a Delaware Limited Liability Company v. Anda, Inc., et al.				
SERIES 17-03-615, a designated series of MSP Recovery Claims, Series LLC v. Par Pharmaceutical et al	FL	Federal	N.D. Ohio	1:21-op-45079
Phillip Fyman and Alexander Weingarten, M.D., P.C. v. Teva Pharmaceuticals USA, Inc., et al.	GA	Federal	N.D. Ohio	1:19-op-45906
United Food and Commercial Workers Union and Employers Health & Welfare Fund - Atlanta v. McKesson Corporation, et al.	GA	Federal	N.D. Ohio	1:19-op-45005
Wayne Farms, LLC v. Teva Pharmaceuticals USA, Inc., et al.	GA	Federal	N.D. Ohio	1:20-op-45229
Hui Huliau, A Native Hawaiian Organization v. McKesson Corp., et al.	HI	Federal	N.D. Ohio	1:20-op-45025
Illinois Public Risk Fund v. Purdue Pharma L.P., et al.	IL	State	IL - Circuit Court of Cook County	2019-CH-05847
Intergovernmental Risk Management Agency and Intergovernmental Personnel Benefit Cooperative v. Purdue Pharma L.P., et al.	IL	Federal	N.D. Ohio	1:18-op-46210
International Union of Operating Engineers, Local 150, Midwest Operating Engineers Health and Welfare Fund, Chicago Regional Council of Carpenters and Chicago Regional Council of Carpenters Welfare Fund v. Purdue Pharma L.P., et al.	IL	Federal	N.D. Ohio	1:19-op-45414
West Bend Mutual Insurance Company v. Amerisourcebergen Drug Corporation, et al.	IL	Federal	N.D. Ohio	1:19-op-45139
Marketing Services of Indiana, Inc., individually and on behalf of all others similarly situated v. Purdue Pharma L.P., et al.	IN	Federal	N.D. Ohio	1:18-op-46104

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Plumbers & Steamfitters Local 166 Health and Welfare Fund v. Purdue Pharma L.P., et al.	IN	Federal	N.D. Ohio	1:19-op-45432
Kentucky League of Cities Insurance Services v. Purdue Pharma L.P., et al.	KY	Federal	N.D. Ohio	1:18-op-45968
CMGH Minden LLC v. Purdue Pharma et al.	LA	Federal	N.D. Ohio	1:19-op-45593
Louisiana Agricultural Compensation Self-Insured Fund v. Endo Health Solutions Inc., et al.	LA	Federal	N.D. Ohio	1:19-op-45888
Louisiana Assessors' Insurance Fund a/k/a the Insurance Committee of the Assessors' Insurance Fun, et al.	LA	Federal	N.D. Ohio	1:18-op-46223
Louisiana Health Service & Indemnity Company d/b/a Blue Cross Blue Shield of Louisiana, and HMO Louisiana, Inc. v. Purdue Pharma, LP et al.	LA	Federal	N.D. Ohio	1:18-op-45372
Louisiana Loggers Self-Insured Fund v. Endo Health Solutions Inc., et al.	LA	Federal	N.D. Ohio	1:19-op-45890
Pointe Coupee Parish Health Services District Number 1 v. Purdue Pharma LP, et al.	LA	Federal	N.D. Ohio	1:19-op-45019
Risk Management, Inc. v. Purdue Pharma L.P., et al.	LA	Federal	N.D. Ohio	1:18-op-45857
Asbestos Workers Local 6 Health & Welfare Fund; et al. v. Purdue Pharma LP, et al.	MA	Federal	N.D. Ohio	1:18-op-45542
Mayflower Municipal Health Group v. Teva Pharmaceuticals USA, Inc., et al.	MA	Federal	N.D. Ohio	1:19-op-45897
Teamsters Health Services and Insurance Plan Local 404, on behalf of itself and all others similarly situated v. Purdue Pharma LP, et al.	MA	Federal	N.D. Ohio	1:18-op-45001
Flint Plumbing and Pipefitting Industry Health Care Fund, on behalf of itself and all others similarly situated v. Purdue Pharma L.P., et al.	MI	Federal	N.D. Ohio	1:19-op-45430

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Pipefitters Local 636 Insurance Fund v. Johnson & Johnson, et al.	MI	Federal	N.D. Ohio	1:19-op-46095
Roofers Local 149 Security Benefit Trust Fund v. Purdue Pharma L.P., et al.	MI	Federal	N.D. Ohio	1:19-op-45429
Northeast Carpenters Funds now known as Eastern Atlantic States Carpenters Health Fund v. Purdue Pharma, L.P., et al.	NJ	Federal	N.D. Ohio	1:18-op-45741
The Black Prince Distillery, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NJ	Federal	N.D. Ohio	1:19-op-45904
Aboffs, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45956
AFL-CIO Local 475 Health & Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45941
Allied Security Health & Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45944
Allied Security Health and Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45237
Alure Home Improvements, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45936
Amalgamated Union Local 450-A Welfare v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45807
Austin & Williams, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45938
Barnes, Iaccarino & Shepherd LLP v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45905
Brer-Four Transportation Corporation v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45931
Brighton Health Plan Solutions, LLC d/b/a Magnacare Administrative Services and Magnacare, LLC v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45838
Brighton Health Plan Solutions, LLC d/b/a Magnacare	NY	Federal	N.D. Ohio	1:19-op-45837

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Administrative Services v. Purdue Pharma, L.P., et al.				
Brookhaven Ambulance Co. Inc. d/b/a South Country Ambulance v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45957
Building Service Local 2 Welfare Fund v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:19-op-45991
Building Trades Welfare Benefit Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45899
Cardoza Plumbing Corporation v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45932
CWA Local 1181 Health Plan v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45939
CWA Local 1182 & 1183 Health & Welfare Funds v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45794
Drywall Tapers Insurance Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45810
Gordon L. Seaman, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45958
Hollow Metal Trust Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45094
IBEW Local 25 Health & Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45037
International Brotherhood of Trade Unions Local 713 Health Plan v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45832
International Construction, Inc. v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45062
International Intimates, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45935
International Union of Painters and Allied Trades 1974 v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45854
Iron Workers Local 40 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45027

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Iron Workers Local 361 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45028
Iron Workers Local 417 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45029
Iron Workers Local 580 Health & Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45031
IUOE Local 138 Health Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45943
Kaya Associates, Inc. v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45064
Laborers 17 Health Benefit Fund v. Purdue Pharma, L.P. et al.	NY	Federal	N.D. Ohio	1:18-op-45072
Laborers Local 1298 of Nassau & Suffolk Counties Welfare Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45813
Laborers Local 235 Welfare Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45792
LNO, Inc v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45065
Local 22 Health Benefit Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45811
Local 342 United Marine Division Insurance Trust v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45830
Local 381 Group Insurance Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45942
Local 713 I.B.O.T.U. Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45236
Local 8A-28A Welfare Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45809
Medford Volunteer Ambulance v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45048
Merrick Library v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46097
Metallic Lathers and Reinforcing Ironworkers Local 46 Health & Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45030

Case Caption	State	State/Federal	Jurisdiction	Docket Number
New York City District Council of Carpenters Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45095
NOITU Insurance Trust Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45808
Painting Industry Insurance Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45793
Plumbers Local Union No. 1 Welfare Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:18-op-45838
Plumbers Local Union No. 68 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46008
Redwood Contracting Corp. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45960
Roofers Local 8 WBPA Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46147
Sheet Metal Workers Local 38 Insurance and Welfare Fund v. Johnson & Johnson, et al.	NY	Federal	N.D. Ohio	1:19-op-46094
Southern Tier Building Trades Benefit Plan v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45239
Structural Steel 806 Health Plan v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45831
Suffolk Transportation Services, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45933
Teamsters Local 237 Retirees' Benefit Fund and Teamsters Local 237 Welfare Fund, NY v. Purdue Pharma LP, et al.	NY	Federal	N.D. Ohio	1:18-op-45174
Teamsters Local 445 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46146
Teamsters Local 456 Welfare Fund v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45067
The Par Group v. AmerisourceBergen Drug Corp., et al.	NY	Federal	N.D. Ohio	1:19-op-45959
UFCW Local 342 Healthcare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45033

Case Caption	State	State/Federal	Jurisdiction	Docket Number
UFCW Local 342 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45034
UFCW Local 1500 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45041
Uniformed Fire Officers Association Benefits Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45946
United Crafts Benefits Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45945
United Wire, Metal & Machine Local 810 Health Benefit Fund v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:19-op-46105
UOPW Local 175 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45940
Westchester Heavy Construction Laborers Local 60 Health & Welfare Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45795
Plainview-Old Bethpage Public Library v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:19-op-46061
Rockville Centre Public Library v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:19-op-46065
American Federation of State, County, and Municipal Employees District Council 37 Health & Security Plan, individually and on behalf of all those similarly situated v. Purdue Pharma, L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45013
Central States, Southeast And Southwest Areas Health Welfare Fund v. Purdue Pharma LP, et al.	OH	Federal	N.D. Ohio	1:18-op-45623
Cleveland Bakers and Teamsters Health and Welfare Fund and Pipe Fitters Local Union No. 120 Insurance Fund v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45432
Cleveland Teachers Union, Local 279, Individually and on behalf of	OH	Federal	N.D. Ohio	1:18-op-45135

Case Caption	State	State/Federal	Jurisdiction	Docket Number
All those Similarly Situated, v. Purdue Pharma L.P., et al.				
Corbett Aggregates Companies, LLC v. McKesson Corporation, et al.	OH	Federal	N.D. Ohio	1:19-op-45969
Employer-Teamsters Local Nos. 175 & 505 Health & Welfare Fund; Employer Teamsters Local Nos. 175 & 505 Retiree Health & Welfare Fund; Teamsters Local No. 348 Health & Welfare Fund; Teamsters Union Local No. 52 Health And Welfare Fund; and Ohio Conference of Teamsters & Industry Health And Welfare Fund v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45446
IBEW Local 38 Health and Welfare Fund, on behalf of itself and all others similarly situated, v. Purdue Pharma, et al.	OH	Federal	N.D. Ohio	1:17-op-45002
John Martinez d/b/a John Martinez Trucking v. Teva Pharmaceuticals USA, Inc., et al.	OH	Federal	N.D. Ohio	1:19-op-45930
Medical Mutual of Ohio v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45307
Minute Men, Inc. and Minute Men Select, Inc., on behalf of itself and all others similarly situated v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45306
MSPA Claims 1, LLC; MAO-MSO Recovery II, LLC; and MSP Recovery Claims, Series LLC; v. Purdue Pharma L.P. et al.	OH	Federal	N.D. Ohio	1:18-op-45057
Ohio Carpenters' Health Fund, on behalf of Itself and All Others Similarly Situated v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:19-op-45072
Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; Bios Companies, Inc. Welfare Plan; Pioneer Telephone Cooperative, Inc. as Plan Sponsor and Fiduciary Of Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; and Bios	OH	Federal	N.D. Ohio	1:18-op-46186

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Companies, Inc. as Plan Sponsor and Fiduciary of Bios Companies, Inc. Welfare Plan, all individually, and on behalf of all others similarly situated v. Purdue Pharma, L.P., et al.				
Shamrock Materials, LLC v. Teva Pharmaceuticals USA, Inc., et al.	OH	Federal	N.D. Ohio	1:19-op-45937
Thomas F. Corbett Associates, LLC v. McKesson Corporation, et al.	OH	Federal	N.D. Ohio	1:19-op-45967
United Food and Commercial Workers Local 1000 Oklahoma Health and Welfare Fund v. McKesson Corporation, et al.	OH	Federal	N.D. Ohio	1:18-op-45733
American Federation of State, County and Municipal Employees (AFSCME) District Council 47 Health & Welfare Fund v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008864
Asbestos Workers Local Union No. 2 Welfare Fund v. Allergan, PLC, et al.	PA	Federal	N.D. Ohio	1:21-op-45023
Bricklayers and Allied Craftworkers Local Union No. 1 of PA/DE v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008863
Carpenters Health & Welfare of Philadelphia & Vicinity v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008920
International Brotherhood of Electrical Workers Local 98 Health & Welfare Fund and International Brotherhood of Electrical Workers Local 98 Sound and Communication Health & Welfare Fund v. Endo Pharmaceuticals, et al.	PA	State	PA - Court of Common Pleas of Delaware County	190302063
International Brotherhood of Electrical Workers Local 728 Family Healthcare Plan v. Allergan plc f/k/a Actavis plc, et al.	PA	State	PA - Court of Common Pleas of Delaware County	190303872
International Union of Painters and Allied Trades, District Council No.	PA	State	PA - Court of Common Pleas of	190301983

Case Caption	State	State/Federal	Jurisdiction	Docket Number
21 Welfare Fund v. Allergan, plc, et al.			Delaware County	
Laborers' District Council Building and Construction Health and Welfare Fund v. Purdue Pharma L.P., et al.	PA	Federal	N.D. Ohio	1:21-op-45019
MSI Corporation v. Purdue Pharma L.P., et al.	PA	Federal	N.D. Ohio	1:18-op-46053
Philadelphia Federation of Teachers Health & Welfare Fund v. Endo Pharmaceuticals, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	180403891
Plumbers' Local Union No. 690 Health Plan, on behalf of itself and all others similarly situated v. Teva Pharmaceuticals USA, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	CV-2019-007625
Public Service Insurance Company v. Teva Pharmaceuticals USA, Inc., et al.	PA	Federal	N.D. Ohio	1:20-op-45015
Sheet Metal Workers Local 19 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	PA	Federal	N.D. Ohio	1:21-op-45025
Sheet Metal Workers Local No. 25 Health and Welfare Fund, on behalf of itself and all others similarly situated v. Purdue Pharma, LP et al.	PA	Federal	N.D. Ohio	1:18-op-45002
Steamfitters Local 449 Medical & Benefit Fund v. Purdue Pharma, L.P., et al.	PA	State	PA - Court of Common Pleas of Delaware County	190901412
Trustees of the Unite Here Local 634 Health & Welfare Fund, PA v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008795
United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania, on behalf of itself and all others similarly situated v. Purdue Pharma, LP, et al.	PA	Federal	N.D. Ohio	1:17-op-45177
United Food and Commercial Workers Local 23 and Employers	PA	State	PA - Court of Common	180403485

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Health Fund v. Endo Pharmaceuticals, Inc., et al.			Pleas of Delaware County	
Western Pennsylvania Electrical Employees Insurance Trust Fund v. Endo Pharmaceuticals, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	181002038
United Food and Commercial Workers Health and Welfare Fund Local 1529 and Employers Health and Welfare Plan and Trust v. McKesson Corporation et al.	TN	Federal	N.D. Ohio	1:18-op-45700
United Food and Commercial Workers Local 1995 and Employers Health and Welfare Fund v. McKesson Corporation, et al	TN	Federal	N.D. Ohio	1:18-op-46109
Fire and Police Retiree Health Care Fund, San Antonio v. Richard Sackler, et al.	TX	State	TX - 152nd Judicial District of Harris County	2018-63587 & 2019-33724
Fire and Police Retiree Health Care Fund, San Antonio v. Richard D. Sackler, et al.	TX	State	T.X. Bexar County	2019-CI-06151
IBEW LOCAL 716 ELECTRICAL MEDICAL TRUST v. MCKESSON CORPORATION, et al.	TX	Federal	N.D. Ohio	1:20-op-45148
South Central UFCW Unions and Employers Health & Welfare Trust v. McKesson Corporation, et al.	TX	Federal	N.D. Ohio	1:18-op-45998
Security Health Plan of Wisconsin, Inc. v. Purdue Pharma L.P., et al	WI	Federal	N.D. Ohio	1:19-op-45867
Al Marino, Inc. v. Purdue Pharma LP, et al.	WV	Federal	N.D. Ohio	1:19-op-45976

EXHIBIT B

Non-Exhaustive List of Plaintiff Class Members¹

Aboffs, Inc.	Brookhaven Ambulance Co., Inc. d/b/a South
Advanced C4 Solutions, Inc.	Country Ambulance
AFL-CIO Local 475 Health & Welfare Fund	Building Service Local 2 Welfare Fund
Agricultural Group Compensation Self-Insured	Building Trades Welfare Benefit Fund
Fund	Cardoza Plumbing Corporation
Al Marino, Inc.	Carpenters Health & Welfare of Philadelphia
Allied Security Health & Welfare Fund	& Vicinity
Alure Home Improvements	Cedar International Services, LLC
Amalgamated Union Local 450-A Welfare	Central California Alliance for Health
Fund	Central States, Southeast and Southwest Areas
American Federation of State, County and	Health Welfare Fund
Municipal Employees (AFSCME) District	Chicago Regional Council of Carpenters
Council 47 Health & Welfare Fun	Chicago Regional Council of Carpenters
American Federation of State, County and	Welfare Fund
Municipal Employees District Council 37	Cleveland Bakers and Teamsters Health and
Health & Security Plan	Welfare Fund
American Resources Insurance Company, Inc	CMGH Minden LLC
Arizona Counties Insurance Pool	Commission on Medical Care, d/b/a
Arizona Municipal Risk Retention Pool	Partnership HealthPlan of California
Arizona School Alliance for Workers	Corbett Aggregates Companies, LLC
Compensation Incorporated	CWA Local 1181 Health Plan
Asbestos Workers Local 6 Health & Welfare	CWA Local 1182 & 1183 Health & Welfare
Fund	Funds
Asbestos Workers Local Union No. 2 Welfare	Drywall Tapers Insurance Fund
Fund	Eastern Atlantic States Carpenters Health Fund
Austin & Williams, Inc.	F/K/A Northeast Carpenters Fund, NJ
Barnes, Iaccarino & Sheppard, LLC	Employer-Teamsters Local Nos. 175 & 505
Brer-Four Transportation Corporation	Health & Welfare Fund
Bricklayers and Allied Craftworkers Local	Employer-Teamsters Local Nos. 175 & 505
Union No. 1 of PA/DE	Retiree Health & Welfare Fund
Brighton Health Plan Solutions, llc d/b/a	Fire and Police Retiree Health Care Fund, San
MagnaCare Administrative Services	Antonio
Brighton Health Plan Solutions, LLC d/b/a	Flint Plumbing and Pipefitting Industry Health
	Care Fund

¹ The inclusion of an entity on Exhibit B is not an admission that the entity's claims have not been released in a prior settlement with the Settling Distributors.

Non-Exhaustive List of Plaintiff Class Members¹

MagnaCare Administrative Services and MagnaCare, LLC	Iron Workers Local 40 Health Fund
Gordon L. Seaman, Inc.	Iron Workers Local 417 Health Fund
Health Plan of San Joaquin	Ironworkers Local 580 Health & Benefit Plan
HMO Louisiana, Inc.	IUOE Local 138 Health Benefit Fund
Hollow Metal Trust Fund	John Martinez d/b/a John Martinez Trucking
Hui Huliau, A Native Hawaiian Organization	Kaya Associates, Inc.
IBEW Local 25 Health & Benefit Fund	Kentucky League of Cities Insurance Services
IBEW Local 716 Electrical Medical Trust	Laborers 17 Health Benefit Fund
IBEW Local 90 Benefits Plan	Laborers' District Council Building and Construction Health and Welfare Fund
Illinois Public Risk Fund	Laborers Local 1298 of Nassau & Suffolk Counties Welfare Fund
ILWU-PMA Welfare Plan	Laborers Local 235 Welfare Fund
Inland Empire Health Plan	Lassen County Office of Education
Intergovernmental Personnel Benefit Cooperative	LNO, Inc.
Intergovernmental Risk Management Agency	Local 22 Health Benefit Fund
International Brotherhood of Electrical Workers Local 728 Family Healthcare Plan	Local 279 Cleveland Teachers Union
International Brotherhood of Electrical Workers Local 98 Health & Welfare Fund	Local 342 United Marine Division Insurance Fund
International Brotherhood of Electrical Workers Local 98 Sound and Communication Health & Welfare Fund	Local 381 Group Insurance Fund
International Brotherhood of Trade Unions Local 713	Local 493 Teamsters Health Services and Insurance Plan
International Construction, Inc.	Local 671 Teamsters Health Services and Insurance Plan
International Intimates, Inc.	Local 677 Teamsters Health Services and Insurance Fund
International Union of Operating Engineers, Local 150	Local 713 I.B.O.T.U. Welfare Fund
International Union of Painters and Allied Trades 1974	Local 8A-28A Welfare Fund
International Union of Painters and Allied Trades, District Council No. 21 Welfare Fund	Local Initiative Health Authority for Los Angeles operating as L.A. Care Health Plan
Iron Workers Local 361 Health Fund	Local Initiative Health Authority for Los Angeles County
	Local No. 25 Sheet Metal Workers Health & Welfare Fund

Non-Exhaustive List of Plaintiff Class Members¹

Local No. 38 IBEW Health and Welfare Fund	Ohio Carpenters Health Fund
Louisiana Agricultural Compensation Self-Insured Fund	Ohio Conference of Teamsters & Industry Health and Welfare Fund
Louisiana Assessors Insurance Fund	Painting Industry Insurance Fund
Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana	Philadelphia Federation of Teachers Health & Welfare Fund
Louisiana Loggers Self-Insured Fund	Phillip Fyman and Alexander Weingarten, M.D., P.C.
MAO-MSO Recovery II, LLC	Pioneer Telephone Cooperative, Inc. as Plan Sponsor and Fiduciary of Pioneer Telephone Cooperative, Inc. Employee Benefits Plan
MAO-MSO Recovery II, LLC	Pioneer Telephone Cooperative, Inc. Employee Benefits Plan
Marketing Services of Indiana, Inc.	Pipe Fitters Local Union No. 120 Insurance Fund
Massachusetts Bricklayers & Masons Trust Funds	Pipefitters Local 636 Insurance Fund
Mayflower Municipal Health Group	Plainview-Old Bethpage Public Library
Medford Volunteer Ambulance	Pleasant Valley School District
Medical Mutual of Ohio	Plumbers & Steamfitters Local 166 Health and Welfare Fund
Merrick Library	Plumbers Local Union No. 1 Welfare Fund
Metallic Lathers and Reinforcing Iron Workers Local 46 Health & Benefit Fund	Plumbers Local Union No. 68 Welfare Fund
Midwest Operating Engineers Health and Welfare Fund	Plumbers' Local Union No. 690 Health Plan
Minute Men Select, Inc.	Pointe Coupee Parish Health Services District Number 1
Minute Men, Inc.	Public Service Insurance Company
MSI Corporation	Redwood Contracting Corp.
MSP Recovery Claims, Series LLC	Risk Management, Inc.
MSP Recovery Claims, Series LLC	Rockville Centre Public Library
MSP Recovery Claims, Series LLC	Roofers Local 149 Security Benefit Trust Fund
MSPA Claims 1, LLC	Roofers Local 8 WBPA Fund
MSPA Claims 1, LLC	San Francisco Health Plan
National Roofers Union & Employers Joint Health & Welfare Fund	San Leandro Unified School District
New York City District Council of Carpenters Welfare Fund	Santa Barbara San Luis Obispo Regional Health Authority, d/b/a CenCal Health
NOITU Insurance Trust Fund	
Northwest Arizona Employee Benefit Trust	

Non-Exhaustive List of Plaintiff Class Members¹

Security Health Plan of Wisconsin, Inc.	United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania
SERIES 17-03-615, a designated series of MSP Recovery Claims, Series LLC	United Food and Commercial Workers Local 1000 Oklahoma Health and Welfare Fund
Shamrock Materials, LLC	United Food and Commercial Workers Local 1995 and Employers Health and Welfare Fund
Sheet Metal Workers Local 19 Health Fund	United Food and Commercial Workers Local 23 and Employers Health Fund
Sheet Metal Workers Local 38 Insurance and Welfare Fund	United Food and Commercial Workers Union UFCW Local 1529 and Employers Health and Welfare Plan and Trust
South Central UFCW Unions and Employers Health & Welfare Trust	United Food and Commercial Workers Unions and Employers Health and Welfare Fund - Atlanta
Southern Tier Building Trades Benefit Plan	United Wire, Metal & Machine Local 810 Health Benefit Fund
Steamfitters Local 449 Medical & Benefit Fund	UOPW Local 175 Welfare Fund
Structural Steel 806 Health Plan	Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan
Suffolk Transportation Services, Inc.	Wayne Farms, LLC
Susanville Elementary School District	West Bend Mutual Insurance Company
Teamsters Health Services and Insurance Plan Local 404	Westchester Heavy Construction Laborers Local 60 Health & Welfare Fund
Teamsters Local 237 Retirees' Benefit Fund	Western Pennsylvania Electrical Employees Insurance Trust Fund
Teamsters Local 237 Welfare Fund	Zenith Insurance Company
Teamsters Local 237 Welfare Fund, NY	Znat Insurance Company
Teamsters Local 445 Welfare Fund	
Teamsters Local 456 Welfare Fund	
Teamsters Local No. 348 Health & Welfare Fund	
Teamsters Union Local No. 52 Health And Welfare Fund	
The Black Prince Distillery, Inc.	
The Par Group	
Thomas F. Corbett Associates, LLC	
Trustees of the Unite Here Local 634 Health & Welfare Fund, PA	
UFCW Local 1500 Welfare Fund	
UFCW Local 342 Healthcare Fund	
UFCW Local 342 Welfare Fund	
Uniformed Fire Officers Association Benefits Fund	
United Crafts Benefits Fund	

EXHIBIT C

United States District Court for the Northern District of Ohio
Eastern Division

IN RE: NATIONAL PRESCRIPTION OPIATE
LITIGATION

MDL 2804

Case No. 1:17-md-2804

INSTRUCTIONS FOR SUBMITTING YOUR CLAIM FORM

IMPORTANT: *If you filed a claim to participate in the previous TPP Class Settlement in this case, or if you filed a claim to participate in the TPP class settlement in *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*, then you do not have to complete the full claim form and submit supporting data again. Please simply complete Section A on page 2 and check a box in Section E on page 7 to rely on your previous claim filing.*

A Third-Party Payor (TPP) Class Member or an authorized agent for a TPP Class Member may complete this Claim Form. The Claims Administrator may request supporting documentation in addition to the documentation and information requested below. The Claims Administrator may reject a claim if the TPP Class Member or its authorized agent does not provide all requested documentation and information in a timely manner. If both a TPP Class Member and its authorized agent submit a Claim Form, the Claims Administrator will review both and determine which is controlling, as well as the amount of the Claim, giving consideration to the extent to which the claims overlap or supplement one another.

If you are a TPP Class Member submitting a Claim Form on your own behalf, you must provide the information requested in “**Section A – COMPANY OR HEALTH PLAN TPP CLASS MEMBER ONLY**,” in addition to the other information requested in this Claim Form.

If you are an **authorized agent** of one or more TPP Class Members, you must provide the information requested in “**Section B – AUTHORIZED AGENT ONLY**,” in addition to the other information requested in this Claim Form.

If you are submitting a Claim Form only as an authorized agent of two or more TPP Class Members, you may submit a separate Claim Form for each TPP Class Member OR you may submit a “Consolidated Claim” via a single Claim Form for all such TPP Class Members.

For those Consolidated Claims that are being submitted for multiple TPP Class Members, the filer shall provide **aggregate** information as directed in Sections C or D of this Claim Form, and submit along with this Claim Form a chart identifying the TPP Class Members included in the Consolidated Claim, as directed in Section B. For each TPP Class Member included in the Consolidated Claim, the chart shall provide: (i) the name of the TPP Class Member claimant and (ii) the TPP Class Member’s Federal Tax Identification Number (FEIN).

The “TPP Methodology NDCs” and “TPP Methodology ICD Codes” necessary to complete Section C are available at **www.TPPOpioidSettlement.com**.

To qualify to receive a payment from the Settlement, you must complete and submit this Claim Form either on paper or electronically on the Settlement website, **www.TPPOpioidSettlement.com**, and you may need to provide certain requested documentation to substantiate your Claim.

Your failure to complete and submit the Claim Form postmarked (if mailed) or received (if submitted online) on or before _____, **2026**, will prevent you from receiving any payment from the Settlement. Submission of this Claim Form does not ensure that you will share in the payments related to the Settlement. If the Claims Administrator rejects or reduces your Claim, you may invoke the dispute resolution process described on page 7.

No. 1:17-md-2804 (N.D. Ohio)

MUST BE POSTMARKED ON OR BEFORE, OR SUBMITTED ONLINE BY
_____, 2026

THIRD-PARTY PAYOR CLAIM FORM

Use Blue or Black Ink Only

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF A THIRD-PARTY PAYOR (OR AN AUTHORIZED AGENT) AND NOT INDIVIDUAL CONSUMERS.

- Complete Section A only if you are filing as an individual TPP Class Member.
- Complete Section B only if you are an authorized agent filing on behalf of one or more TPP Class Members.

Section A: Company or Health Plan TPP Class Member Only

TPP Class Member Name

Contact Name

Care of (if applicable)

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Tax Identification Number (FEIN)

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used since January 1, 1996.

☐

Health Insurance Company/HMO

☐

Self-Insured Employee Health or Pharmacy Benefit Plan

☐

Self-Insured Health & Welfare Fund

☐

Other (Explain)

Section B: Authorized Agent Only

As an authorized agent, please check how your relationship with the TPP Class Member(s) is best described (you may be required to provide documentation demonstrating this relationship):

☐ Third-Party Administrator or Administrative Services Only Provider

☐ Pharmacy Benefit Manager

☐ Other (Explain):

Authorized Agent's Company Name

Contact Name

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every TPP Class Member (*i.e.*, Company or Health Plan) for whom you are submitting this Claim Form (attach additional sheets to this Claim Form as necessary). Alternatively, you may submit the requested list of TPP Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file. Contact the Claims Administrator to determine what formats are acceptable. Claim Forms submitted on behalf of two or more TPP Class Members are referred to as Consolidated Claims. In either case, the list shall be maintained as confidential by the Claims Administrator.

TPP CLASS MEMBER'S NAME

TPP CLASS MEMBER'S FEIN

Section C: TPP Claims Methodology 1 - Transactional Claims Data Available

Recognizing the difficulty of producing (claims or enrollment) data for the early part of the Class Period, we are asking for such data beginning only in 2008. TPP Class Members that are able to access pharmacy and medical transactional claims data from 2008-2024 must utilize the methodology outlined in this Section C to complete this Claim Form.

For the TPP Class Member(s) on whose behalf you are submitting this Claim Form, please provide the following information or utilize the forms for both individual and Consolidated Claims provided by the Claims Administrator at www.TPPOpioidSettlement.com.

- i. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify: the total dollar amount paid or reimbursed by the TPP Class Member(s) for the TPP Methodology NDCs from January 1, 2008 to September 3, 2024.
- ii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of member-years with an opioid use disorder (OUD) diagnosis based on the TPP Methodology ICD Codes from January 1, 2008 to September 3, 2024. Member-years with OUD diagnosis is the sum of the number of unique individuals with an OUD diagnosis within each year, totaled for the most recent 17 years of the damage period. (For example, if you had 10 people per year with OUD in each year for 5 years, that would equal 50 member-years with OUD diagnosis.)
- iii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of Covered Lives* as of January 1, 2024.
- iv. The TPP Claim amounts for TPP Class Members that provide the information identified above in this Section C will be calculated as follows:
 - a. The estimated medical cost of OUD (\$XX,XXX) will be multiplied by the number of member-years with OUD identified in Section C.ii.; and
 - b. The dollar value provided in Section C.i. will be combined with the dollar value derived in Section C.iv.a.

*“Covered Lives” means the number of enrollees or beneficiaries covered by the TPP.

What should I do if I have transactional data available for some years but not others?

You **must** follow Methodology 1 outlined in Section C to complete the Claim Form for **all** the years between January 1, 2008 to September 3, 2024 for which you have transactional data available. You may use Methodology 2 outlined in Section D to complete the Claim Form for any remaining years for which you do not have transactional data available.

Please note, if you use Methodology 2 to submit a Claim Form for years that you have or could obtain data for, your entire claim may be rejected.

State	Total Dollar Amount Paid	Member-Years with OUD Diagnosis	Covered Lives as of January 1, 2024

Section D: TPP Claims Methodology 2 - Transactional Claims Data Unavailable

A TPP Class Member that is unable to access pharmacy and medical transactional claims data from 2008 – 2024, as necessary to complete Section C above, should utilize the methodology outlined in this Section D to complete this Claim Form. TPP Class Members electing to utilize TPP Methodology 2 must attest below that they do not have access to the necessary transactional claims data for completing TPP Methodology 1.

For each TPP Class Member on whose behalf you are submitting this Claim Form, and on an *aggregated basis for entities filing Consolidated Claims*, list the number of Covered Lives* for each year in the applicable group of states. Spreadsheet templates of this chart are also available on the Settlement website for both individual and Consolidated Claims, www.TPPOpioidSettlement.com.

The Claims Administrator may request documents or other information from you to support your response below regarding your membership.

*"Covered Lives" means the number of enrollees or beneficiaries covered by the TPP.

	Group 1: AK, AZ, CA, CO, GA, HI, ID, IL, MN, NV, NM, NY, SC, TX, UT, VT, VA, WA, WY Covered Lives	Group 2: CT, IN, KS, LA, MD, MI, MS, MT, NE, NH, NC, ND, OR, SD, WI Covered Lives	Group 3: AL, AR, DE, DC, FL, IA, KY, ME, MA, MO, NJ, OH, OK, PA, RI, TN, WV Covered Lives
2008			
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			

If you are unable to break down the number of covered lives by state, please complete the chart below with the number of covered lives by year. You may receive less than you may have otherwise been eligible for in accordance with the Plan of Allocation.

	All States Covered Lives
2008	
2009	
2010	
2011	
2012	
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

For TPP Class Members electing to utilize TPP Methodology 2: After all Claims have been filed, the Claims Administrator will calculate an average dollar value per covered life, based on all TPP information accumulated from submissions pursuant to Section C. The Claims Administrator will apply this average dollar value to the information provided above in this Section D.

Section E: Proof of Payment and Disputes Regarding Claim Amounts

Please provide as much of the information requested above as possible. **If you submitted pharmacy transaction data supporting: (1) your claim in *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*; OR (2) your claim in the TPP Class Settlement with Settling Distributors in this case, then you do not need to submit transaction data with this claim, but you still must submit this claim form.** If you did not make a claim in *In re McKinsey* or in the previous TPP Class Settlement in this case, then you must complete this claim form and provide pharmacy transaction data supporting the claims identified in Section C.i. for amounts of \$300,000 or more. The Claims Administrator may also require pharmacy transaction data for claims of less than \$300,000, so keep related transaction data and any other claim documentation supporting your Claim (e.g., invoices) in case the Claims Administrator requests it later. If the Section C.i. amount is less than \$300,000, you should still provide the pharmacy transaction data with your Claim submission if you can.

☐ *Check this box if you provided data with your claim form in *In re McKinsey* and would like the Claims Administrator to use that data for your claim.*

☐ *Check this box if you provided data with your claim form in the previous TPP Class Settlement in this case and would like the Claims Administrator to use that data for your claim.*

Please keep all medical transaction data supporting your Section C.ii. amounts in case the Claims Administrator requests it later.

If, after an audit of your Claim, the Claims Administrator still has questions about your Claim and you have not provided sufficient documentation of your Claim, the Claims Administrator may reject your Claim.

If the Claims Administrator rejects or reduces your Claim and you believe the rejection or reduction is in error, you may contact the Claims Administrator to request further review. If the dispute concerning your Claim cannot be resolved by the Claims Administrator and Settlement Class Counsel, you may request that the Court review your Claim.

Section F: Certification

I/We have read and am/are familiar with the contents of the Instructions accompanying this Claim Form. I/We certify that the information I/we have set forth in the above Claim Form and in any documents attached by me/us are true, correct, and complete to the best of my/our knowledge. I/We certify that I/we, or the TPP Class Member(s) I/we represent:

- a. During the period January 1, 1996 to the date of entry of the Preliminary Approval Order, (i) paid and/or were reimbursed for Products that are identified in the TPP Methodology NDCs (which were manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members), for purposes other than resale, **and/or** (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, as identified in the TPP Methodology ICD Codes, on behalf of individual beneficiaries, insureds, and/or members; and
- b. Is not one of the following excluded parties: (1) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendants; (2) Pharmacy Benefit Managers ("PBMs"); (3) consumers; (4) fully insured plan sponsors; (5) Settling Defendants and their subsidiaries, affiliates, and controlled persons; (6) officers, directors, agents, servants, or employees of any Settling Defendant, and the immediate family members of any such

persons; (7) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s); and (8) anyone that excluded themselves from the TPP Class.

I/We further certify that I/we have provided all of the information requested above to the extent I/we have it.

I/We further certify that to the extent I/we am/are submitting this Claim Form pursuant to Section D, TPP Claims Methodology 2, above, I/we do not reasonably have access to the transactional claims data necessary to complete and submit this Claim Form pursuant to Section C, TPP Methodology 1.

To the extent I/we have been given authority to submit this Claim Form by one or more TPP Class Members on their behalf, and accordingly am/are submitting this Claim Form in the capacity of an authorized agent with authority to submit it, and to the extent I/we have been authorized to receive on behalf of the TPP Class Member(s) any and all amounts that may be allocated to them from the Settlement Fund, I/we certify that such authority has been properly vested in me/us and that I/we will fulfill all duties I/we may owe the TPP Class Member(s). If amounts from the Net Settlement Fund are distributed to me/us and a TPP Class Member later claims that I/we did not have the authority to claim and/or receive such amounts on its behalf, I/we and/or my/our employer will hold the Class, Settlement Class Counsel, Settling Defendants, and the Claims Administrator harmless with respect to any claims made by the TPP Class Member.

I/We further certify that that I/we, or the TPP Class Member(s) I/we represent, have authority to release all Released Claims on behalf of the TPP Class Member(s) and all other entities who are Releasers by virtue of their relationship or association with it/them.

I/We hereby submit to the jurisdiction of the United States District Court for the Northern District of Ohio for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form. I/We acknowledge that any false information or representations contained herein may subject me/us to sanctions, including the possibility of criminal prosecution. I/We agree to supplement this Claim Form by furnishing documentary backup for the information provided herein, upon request of the Claims Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this _____ day of _____ 2026.

Signature

Position/Title

Print Name

Date

Mail the completed Claim Form to the address below, postmarked on or before _____, 2026, or submit the information online at the Settlement website below by that date:

In re National Prescription Opiate Litigation
c/o A.B. Data, Ltd.
P.O. Box 173026
Milwaukee, WI 53217
Toll-Free Telephone: 1-877-411-4860
Website: www.TPPOpioidSettlement.com
Email: info@TPPOpioidSettlement.com

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form. Attach or upload any required documentation supporting your claim.
2. Keep a copy of your Claim Form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Claim Form, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Claims Administrator at info@TPPOpioidSettlement.com or via U.S. Mail at the address listed above.

EXHIBIT D

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**[PROPOSED] ORDER GRANTING THIRD PARTY PAYOR PLAINTIFFS’
MOTION FOR (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
AND (2) DIRECTION OF NOTICE UNDER FEDERAL RULE OF CIVIL PROCEDURE
23(e)**

Before the Court is Third Party Payor (“TPP”) Plaintiffs’ Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e), which seeks: (i) Preliminary Approval of the Settlement Agreement; (ii) preliminary certification, for settlement purposes only, of the Settlement Class; (iii) appointment of Interim Settlement Class Counsel and Interim Co-Lead Settlement Class Counsel; (iv) appointment of Settlement Class Representatives; (v) approval of the Notice and proposed Notice Plan; (vi) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (vii) appointment of the Notice and Claims Administrator; and (viii) an order staying and enjoining Actions against the Settling Defendant, including its subsidiaries and affiliates, as set forth below.

WHEREAS, a proposed Class Action Settlement Agreement (the “Settlement”) has been reached between Class Counsel for TPP Plaintiffs, on behalf of a proposed settlement class of TPPs, and the Settling Defendant¹ that resolves certain claims against the Settling Defendant pertaining to its manufacture, marketing, and its distribution of opioids and alleged contribution to the opioid epidemic;

WHEREAS, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit __ to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF No. __), unless otherwise defined herein;

WHEREAS, Settling Defendant does not oppose the Court’s entry of the proposed Preliminary Approval Order;

WHEREAS, this Court has presided over and managed these MDL proceedings since the United States Judicial Panel on Multidistrict Litigation (“JPML”) centralized the Actions before this Court, *In re: Nat’l Prescription Opiate Litig.*, 2017 WL 6031547 (J.P.M.L. Dec. 5, 2017);

WHEREAS, the Court finds it has jurisdiction over the Actions centralized before this Court in this MDL No. 2804, and the parties to those Actions, for purposes of Settlement and asserts jurisdiction over the Settlement Class Representatives for purposes of considering and effectuating this Settlement; and

WHEREAS, this Court has considered all of the presentations and submissions related to the Motion, as well as the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

NOW, THEREFORE, IT IS HEREBY ORDERED:

¹ Allergan and its subsidiaries and affiliates (as defined in the Agreement, the “Settling Defendant”).

The proposed Settlement appears to be the product of intensive, thorough, serious, informed, and non-collusive negotiations; has no obvious deficiencies; does not improperly grant preferential treatment to the Settlement Class Representatives or segments of the Class; and appears to be fair, reasonable, and adequate, such that notice of the Settlement should be directed to Settlement Class Members and a Fairness Hearing should be set.

Accordingly, the Motion is GRANTED.

I. CLASS DEFINITION, CLASS REPRESENTATIVES, AND CLASS COUNSEL

“Class” or “Settlement Class” includes:

All entities that (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale, and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

Excluded from the Class are:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendant; (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and
2. (a) the Settling Defendant and its subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of any Settling Defendant, and the immediate family

members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, are hereby appointed as Interim Settlement Class Counsel, and Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, are also hereby appointed as Interim Co-Lead Settlement Class Counsel, under Rule 23(g)(3) of the Federal Rules of Civil Procedure. Interim Co-Lead Settlement Class Counsel and Settling Defendant are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

The following TPP Plaintiffs are appointed as Settlement Class Representatives: Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

II. PRELIMINARY FINDINGS

The Court is familiar with the standards applicable to certification of a settlement class. *See* Fed. R. Civ. P. 23(e); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997); *Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); Order Granting Plaintiff’s Unopposed Motion for Preliminary Approval of Settlement and Notice to Settlement Class, *Wiley v. TravelCenters of Am., LLC*, No. 1:21-cv-01093 (N.D. Ohio Aug. 25, 2022), ECF No. 19 (Polster, J.).

Applying these standards, the Court finds it will likely be able to certify, under Rule 23(e)(2), the proposed Settlement Class as defined above, for settlement purposes only, because the Class and its representatives likely meet all relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3). In fact, the proposed settlement class is nearly identical to the TPP settlement class the Court previously certified. *See generally* Order Granting TPP Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Federal Rule of Civil Procedure 23(e) (September, 3, 2024), ECF No. 5616; Final Order and Judgment Granting TPP Plaintiffs’ Motion for Final Approval of Class Action Settlement, and Award of Attorneys’ Fees and Expenses and Settlement Class Representative Service Awards (January 15, 2025), ECF No. 5869.

III. NOTICE TO SETTLEMENT CLASS MEMBERS

The Court is also familiar with evolving methods of class notice. As applied here, the Court finds the content, format, and method of disseminating Notice—set forth in the Motion (ECF No. __), the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser in support of the Motion (ECF No. __ - 1), and the exhibits attached thereto—satisfy Rule 23(c)(2) and contemporary notice standards. The Court approves the notice program and directs that notice substantially in the form of the revised Proposed Notice be disseminated in the manner set forth in the proposed Settlement and Motion, the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser, and the Declaration of Eric J. Miller to Settlement Class Members under Rule 23(e)(1). No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Settlement Class Counsel shall serve on the Settling Defendant and file with the Court proof, by affidavit or declaration, of such distribution.

IV. PROPOSED SCHEDULE

Interim Settlement Class Counsel propose the below schedule for disseminating Notice, filing objections to the Settlement, requesting exclusion from the Class, and filing TPP Plaintiffs' Motion for Final Approval and for Attorneys' Fees and Expenses:

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Deadline for Settling Defendant to provide Class Action Fairness Act notice to appropriate federal and state officials.	10 days after the filing of the Settlement with the Court	
Deadline for Notice and Claims Administrator to commence dissemination of Notice to Settlement Class Members via email and/or U.S. mail (the "Notice Date").	14 days following entry of Preliminary Approval Order	
Deadline for Interim Settlement Class Counsel to serve on Settling Defendant and file with the Court proof, by affidavit or declaration, of the dissemination of the Notice.	14 days following the Notice Date	
Deadline to submit opening briefs and supporting materials in support of Final Approval of Settlement and motion for attorneys' fees and expenses.	25 days after the Notice Date	
Deadline for objectors to file Objections with the Court, and for Settlement Class Members to deliver written and signed Opt-Out Forms to Notice and Claims Administrator. For the avoidance of doubt, Opt-Out Forms must be received by Notice and Claims Administrator by such date.	45 days after the Notice Date	
Reply Memoranda in Support of Final Approval and Fee and Expense Application filed.	75 days after the Notice Date	

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Fairness Hearing	No earlier than the later of: (1) 100 days following submission of the Motion for Preliminary Approval; or (2) 5 days following the Settling Defendant's deadline to exercise their Walk-Away Right.	

The Fairness Hearing shall take place on [day] _____, **2026**, at __:__.m. at the United States District Court for the Northern District of Ohio, Carl B. Stokes United States Court House, 801 West Superior Avenue, Courtroom 18B, Cleveland, Ohio 44113-1837, before the Honorable Dan Aaron Polster, to determine whether the proposed Settlement is fair, reasonable, and adequate; whether it should be finally approved by the Court; and whether the Actions as to the Settling Defendant and Released Claims should be dismissed with prejudice under the Settlement and the notice program. Any application for Attorneys' Fees and Expenses submitted by Interim Settlement Class Counsel and any application for a Service Award to the Settlement Class Representatives will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

V. STAY OF ACTIONS AS TO THE SETTLING DEFENDANT

The stay of all MDL No. 2804 TPP Actions as to the Settling Defendant, including its subsidiaries and affiliates, shall continue until this Court has made its final settlement approval determination. The Court hereby severs and stays the Class Representatives' and TPP Bellwether Plaintiffs' cases as to the Settling Defendant, including its subsidiaries and affiliates, during the same period. In aid of the Court's jurisdiction over this Action, all Settlement Class Members are hereby enjoined from filing, commencing, prosecuting, continuing, litigating, intervening in, or participating as class members in any action asserting Released Claims against any Released

Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class.

VI. PROCEDURE FOR OPT-OUTS AND OBJECTIONS

The procedure for Opt-Outs set forth in Section V.G. of the Settlement Agreement, and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement, as set forth in the Settlement Agreement and proposed Notices attached thereto, are approved. Opt-Out forms must be received by the Notice and Claims Administrator no later than the date designated for such purpose in the Notice and set forth in the chart above.

No “mass,” “class,” “group,” or otherwise combined Opt-Out Forms shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition including, but not limited to, subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures, clients, customers, or administrative services organization.

Any Settlement Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G. of the Settlement Agreement submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Section V.F., shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.

The procedure for Objections to the Settlement or to an award of fees or expenses to Settlement Class Counsel, as set forth in Section V.F. of the Settlement Agreement, is approved.

The assertion of an Objection does not operate to opt the TPP asserting it out of, or otherwise exclude that TPP from, the Settlement Class. A TPP within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form

in accordance with the Settlement Agreement and this Order.

No later than seven (7) calendar days following the deadline set by the Court for Settlement Class Members to opt out from the Class, Interim Settlement Class Counsel shall provide Settling Defendant's counsel with the Opt-Out Report identifying all requests to be excluded from the certified Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1. or were otherwise inadequate.

Pursuant to Section VI.C.2. of the Settlement Agreement, the Settling Defendant may, in its sole discretion, terminate the Agreement by serving written notice, by email and overnight courier, to Interim Settlement Class Counsel within fifteen (15) calendar days following receipt by Settling Defendant from Interim Settlement Class Counsel of the Opt-Out Report (the "Walk-Away Right"), unless such date is extended by mutual agreement of Interim Settlement Class Counsel and Settling Defendant.

VII. SETTLEMENT ADMINISTRATION, NOTICE, AND CONTINUING JURISDICTION

The dates and deadlines set forth in this Preliminary Approval Order, including, but not limited to, the Fairness Hearing, may be extended by Order of the Court without further notice to Settlement Class Members, except that notice of any such extensions shall be included on the Settlement website. Settlement Class Members should check the Settlement website regularly for updates and further details regarding extensions of these deadlines. Opt-Out Forms and Objections must meet the deadlines and follow the requirements set forth in the approved Notice in order to be valid.

Interim Co-Lead Settlement Class Counsel and Settling Defendant are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement not materially inconsistent with the Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement

Agreement, the form or content of the Notice, or any other exhibits the Settlement Class Representatives and Settling Defendant jointly agree are reasonable or necessary, except as otherwise provided in the Settlement Agreement.

The Court appoints A.B. Data to serve as the Notice and Claims Administrator, and authorizes A.B. Data, through data aggregators or otherwise, to request, obtain, and use Settlement Class Members' information for notice purposes.

Settlement Class Members that wish to participate in the Settlement shall complete and submit Claim Forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be submitted no later than _____, 2026. Any Settlement Class Member that submits a Claim Form shall reasonably cooperate with the Notice and Claims Administrator, including by promptly responding to any inquiry made by the Notice and Claims Administrator. Any Settlement Class Member that does not timely submit a Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court. The Claim Form shall comply with the requirements set forth in the Settlement Agreement and any further requirements described in the form attached as Exhibit C to the Settlement Agreement.

The Court appoints Citibank, N.A. as Escrow Agent, which shall control and administer an Escrow Account to be established as set forth in the Settlement. Within the later of twenty-one (21) calendar days of the entry of this Order or the Settling Defendant's receipt of the necessary wire instructions, W-9 form, and completion of Allergan's Bank Verification Form process to effectuate a wire transfer in satisfaction of this paragraph, the Settling Defendant shall pay by wire transfer a portion of the Settlement Amount sufficient to cover the Notice and Administrative Costs, and any Taxes and Tax Expenses as they become due, but in no event greater than

\$1,000,000.00. The Escrow Agent may direct payment of up to \$1,000,000.00 for reasonable Notice and Administrative Costs, including Taxes or Tax Expenses, as approved by this Court.

Any portion of the Escrow Account not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to the Settling Defendant, including interest accrued, if, for any reason, the Effective Date does not occur.

All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to the Settlement and/or further order(s) of the Court.

The Court also authorizes that the Escrow Account be established as a “qualified settlement fund” within the meaning of Treasury Regulations § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable). Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement.

The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

Neither this Preliminary Approval Order, the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be considered, construed or represented to be: (1) an admission, concession, or evidence of liability or wrongdoing; or (2) a waiver or any limitation of any defense otherwise available to the Settling Defendant.

If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* as of January 1, 2026 as set forth in Section V.C.2. of the Settlement, except as otherwise expressly provided in the Settlement Agreement. In such event, the Settling Defendant will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any

other issue in the Actions. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE

EXHIBIT E

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING
THIRD PARTY PAYOR PLAINTIFFS' MOTION FOR (1) FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, AND (2) AWARD OF ATTORNEYS' FEES AND
EXPENSES AND SETTLEMENT CLASS REPRESENTATIVE SERVICE AWARDS**

Before the Court is Third Party Payor ("TPP") Plaintiffs' Motion for (1) Final Approval of Class Action Settlement,¹ and (2) Award of Attorneys' Fees and Expenses and Settlement Class Representative Service Awards. The background, procedural history, and Settlement terms were summarized in the Court's Order Granting TPP Plaintiffs' Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e). *See* ECF No. __ ("Preliminary Approval Order"). In brief, the Settlement between Interim Settlement Class Counsel for TPP Plaintiffs, on behalf of a proposed Settlement Class of TPPs,

¹ For the avoidance of doubt, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit __ to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF No. __),

and the Settling Defendant² provides total payment of ten-million U.S. Dollars (\$10,000,000.00) to compensate the Settlement Class for harms allegedly incurred as part of the ongoing, nationwide opioid crisis.

I. CLASS CERTIFICATION AND SETTLEMENT APPROVAL

When presented with a motion for final approval of a class action settlement, a court first evaluates whether certification of a settlement class is appropriate under Rule 23(a)-(b) of the Federal Rules of Civil Procedure. Rule 23(a) provides that a class action is proper only if four requirements are met: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation. *See* Fed. R. Civ. P. 23(a)(1)-(4). As relevant here, certification of a Rule 23(b)(3) settlement class action requires that: (1) “the questions of law or fact common to class members predominate over any questions affecting only individual members”; and (2) “a class action [be] superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). In its Preliminary Approval Order, the Court concluded that the Settlement Class, as defined therein, and its Settlement Class Representatives were likely to satisfy these requirements and that Interim Settlement Class Counsel met the requirements of Rule 23(g). *See* Preliminary Approval Order at ___. The Court finds no reason to disturb its earlier conclusions,

² The Settling Defendant, as defined in the Settlement Agreement, includes Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson Pharmaceuticals, Inc.), Allergan Unlimited Company (f/k/a Allergan Limited, which, in turn, was f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc, which, in turn, was f/k/a Allergan, Inc.), Allergan Sales, LLC, Allergan USA, Inc., and Warner Chilcott Sales (US), LLC. Allergan does not include Teva Pharmaceuticals Industries Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Actavis LLC (f/k/a Actavis Inc.), Watson Laboratories, Inc., Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.), Actavis Elizabeth LLC, Actavis Kadian LLC, Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. - Florida), Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. - Utah), Actavis Mid Atlantic LLC, Actavis South Atlantic LLC, Actavis Totowa LLC, or Anda, Inc.

as the requirements of Rule 23(a), (b)(3), and (g) were satisfied then, and they remain satisfied now. Accordingly, the Court concludes that certification of the Settlement Class is appropriate.

After finding that the Settlement Class satisfies Rule 23(a) and (b)(3), the Court must determine whether the Settlement is fundamentally “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). The Court is familiar with the standards applicable to certification of a settlement class, having applied these standards in the Preliminary Approval Order to conclude that the Settlement appeared to be “fair, reasonable, and adequate[.]” *See* Preliminary Approval Order at ___. *See also Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); *Granada Invs., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205-06 (6th Cir. 1992) (noting that district courts enjoy broad discretion when applying the Rule 23(e)(2) factors).

Now, in granting final approval of the Settlement, the Court has considered each of the Rule 23(e) factors and finds that the Settlement Class Representatives and Interim Settlement Class Counsel have adequately represented the Settlement Class; the Settlement Agreement was negotiated at arm’s length; the relief provided for the Settlement Class is adequate; and the Plan of Allocation treats Settlement Class Members equitably relative to one another. *See* Fed. R. Civ. P. 23(e)(2).

These conclusions are bolstered by the Settlement Class Members’ favorable reaction to the Settlement: ___ TPPs objected to the settlement, and, out of over 40,000 potential Settlement Class Members that were notified, only ___ TPPs (less than ___%) excluded themselves from the settlement. This factor supports final approval. *See Whitlock*, 843 F.3d at 1093 (considering as part of the Rule 23(e)(2) seven-factor analysis “the reaction of absent class members”).

In addition, the Court finds that the Court-approved notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order fully complied in all

respects with the requirements of Fed. R. Civ. P. 23 and due process, and the notice constituted the best notice practicable under the circumstances and was reasonably calculated under the circumstances to apprise the Settlement Class Members of the pendency of this Action, their right to object to or exclude themselves from the Settlement, and their right to appear at the Fairness Hearing.

The Court also finds that the Settling Defendant has complied with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, 1711–15, and its notice requirements by providing appropriate federal and state officials with information about the Settlement Agreement.

II. REQUESTED ATTORNEYS’ FEES AND EXPENSES AND SERVICE AWARDS

“The determination of a reasonable fee must be reached through an evaluation of a myriad of factors, all within the knowledge of the trial court, examined in light of the congressional policy underlying the substantive portions of the statute providing for the award of fees.” *United Slate, Tile & Composition Roofer, Damp & Waterproof Workers Ass’n, Local 307 v. G & M Roofing & Sheet Metal Co.*, 732 F.2d 495, 501 (6th Cir. 1984); *see also Feiertag v. DDP Holdings, LLC*, 2016 WL 4721208, at *6 (S.D. Ohio Sept. 9, 2016) (applying factors to determine a reasonable attorneys’ fee). Attorneys’ fees may be properly awarded as a “percentage of the fund method.” *Rawlings v. Prudential-Bache Props., Inc.*, 9 F.3d 513, 516 (6th Cir. 1993).

Interim Co-Lead Settlement Class Counsel request a fee award of 20% of the Settlement Funds, plus all reimbursable costs and service awards. The fee amount includes the common benefit obligations due under the Court’s common benefit-related Orders (*see* ECF No. 4428, May 9, 2022 Ongoing Common Benefit Order). Such a fee award is consistent with the Court’s previous approval. *See* Distributors Final Approval Order at 8, 11-12 (Jan 15, 2025), ECF No. 5869.

III. CONCLUSION

Accordingly, the Court hereby orders, adjudges, finds, and decrees as follows:

The Court **DISMISSES** the Actions coordinated under MDL No. 2804 and all claims contained therein, as well as all of the Released Claims with prejudice as to the Released Entities only. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

Only those entities listed in the Opt-Out Report appended to Exhibit 1 of the Supplemental Joint Declaration of Elizabeth J. Cabraser and Paul J. Geller (ECF No. __) that timely submitted valid requests to opt out of the Settlement Class are not bound by this Order. Those entities are not entitled to any recovery from the Settlement.

The Court **GRANTS** class certification for settlement purposes only.

The Court **CONFIRMS** the appointment of Interim Settlement Class Counsel Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, as Settlement Class Counsel. The Court also **CONFIRMS** the appointment of Interim Co-Lead Settlement Class Counsel Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, as Co-Lead Settlement Class Counsel.

The Court **CONFIRMS** the appointment of Settlement Class Representatives Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

The Court **GRANTS** Co-Lead Settlement Class Counsel's request for attorneys' fees and costs, subject to the Court's common benefit-related Orders. The Court hereby **AWARDS**: notice

and administration costs, expert costs, and Settlement Class Counsel expenses; attorneys' fees of ___% of the Settlement Funds; and the below service awards. The attorneys' fee award includes the common benefit obligations due under the Court's common benefit-related Orders, which shall be allocated by the existing Fee Panel among qualified applicants firms that it determines did work that inured to the common benefit of the TPPs. The fee award net of the common benefit assessment shall be allocated by Co-Lead Settlement Class Counsel among firms actively litigating on behalf of the TPP Class, with any appeals to such allocation going to Special Master Cohen.

The Court **GRANTS** Settlement Class Counsel's request for service awards of \$50,000 to each of the Settlement Class Representatives which are TPP Bellwether Plaintiffs, *see* ECF No. 5225, and \$10,000 to the three other Class Representatives.

The Court hereby discharges and releases the Released Claims as to the Released Entities, as those terms are used and defined in the Settlement Agreement.

The Court hereby permanently bars and enjoins the institution and prosecution by any Settlement Class Representative, Settlement Class Member, Releasor, and anyone claiming through or on behalf of any of them, of any other action against the Released Entities in any court or other forum asserting any of the Released Claims, or any claim related in any way to the Released Claims, as those terms are used and defined in the Settlement Agreement.

All Settlement Class Members, Releasors, and anyone claiming through or on behalf of any of them, shall cooperate with the Settling Defendant to promptly dismiss with prejudice as to any of the Released Entities the Actions listed on Exhibit A to the Settlement Agreement that are not coordinated under MDL No. 2804 and all other pending litigation asserting any Released Claims against any of the Released Entities.

The Court hereby discharges and releases all Settlement Class Representatives, Settlement Class Members, and their counsel of the claims provided in Section IX.L of the Settlement Agreement.

Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim or of any wrongdoing or liability of the Settling Defendant or Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Settling Defendant or Released Entities in any civil, criminal, or administrative proceeding in any court or other forum. Notwithstanding the foregoing, the Settling Defendant and/or the Released Entities may file the Settlement Agreement and/or this Final Judgment in any other action that may be brought against them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or any theory of claim preclusion or issue preclusion or similar defense.

Therefore, pursuant to, and in accordance with, Fed. R. Civ. P. Rule 23, the Court hereby fully and finally approves the Settlement Agreement in its entirety and finds that the Settlement Agreement is fair, reasonable, and adequate. The Court also finds that the Settlement Agreement is in the best interests of the Settlement Class Representatives and all Settlement Class Members, and is consistent and in compliance with all applicable laws and rules. The Court further finds that the Settlement Agreement is the product of intensive, thorough, serious, informed, and non-collusive negotiations overseen by the mediator. The Court further finds that the Parties have evidenced full compliance with the Preliminary Approval Order.

All objections to the Settlement Agreement are found to be without merit and are overruled.

Without further approval from the Court, and without the express written consent of Settlement Class Counsel and Settling Defendant, the Settlement is not subject to any material modification.

The terms of the Settlement and of this Final Order and Judgment are forever binding on the Settling Parties and Settlement Class Members, as well as their respective heirs, executors, administrators, predecessors, successors, affiliates, and assigns. Settlement Class Members include all entities within the Class definition in Section III.A.1. of the Settlement Agreement that did not submit a timely and valid Opt-Out in accordance with the procedures in the Settlement Agreement and the Preliminary Approval Order.

The Court finds that the Settlement is a good-faith settlement that bars any Claim by any Non-Released Entity against any Released Entities for contribution, indemnification, or otherwise seeking to recover all or a portion of any amounts paid by or awarded against that Non-Released Entity to any Settlement Class Member or Releasor by way of settlement, judgment, or otherwise on any Claim that would be a Released Claim were such Non-Released Entity and Settling Defendant, to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law, including, without limitation, O.H. Code § 2307.28 and similar laws in other states or jurisdictions.

The Court further reserves and retains exclusive and continuing jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent as its administrator, Class Counsel as the Escrow Account's tax administrator, and all future proceedings concerning the administration, consummation, and enforcement of the Settlement Agreement and to effectuate its terms.

In the event that, for any reason, the Effective Date does not occur in accordance with the terms of the Settlement Agreement then: (i) this Final Judgment shall be rendered null and void to

the extent provided by and in accordance with the Settlement Agreement and shall be vacated; (ii) all Orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement; and (iii) the Settlement Funds shall be returned to Settling Defendant in accordance with the Settlement Agreement.

The Court finds, pursuant to Fed. R. Civ. P. Rule 54(b), that there is no just reason for delay, and directs immediate entry of this Final Judgment by the Clerk of the Court.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE

EXHIBIT F
AbbVie Affiliated Companies

List Of Subsidiaries

The following is a list of subsidiaries of AbbVie Inc. as of December 31, 2021. AbbVie is not a subsidiary of any other corporation.

Domestic Subsidiaries	Incorporation
AbbVie Aviation LLC	Illinois
AbbVie Biopharmaceuticals LLC	Delaware
AbbVie Bioresearch Center Inc.	Delaware
AbbVie Biotech Ventures Inc.	Delaware
AbbVie Biotherapeutics Inc.	Delaware
AbbVie Domestic Holdings Inc.	Delaware
AbbVie Endocrine Inc.	Delaware
AbbVie Endocrinology Inc. (d/b/a Pharmacy Solutions)	Delaware
AbbVie Finance Corporation	Delaware
AbbVie Finance LLC	Delaware
AbbVie Global Inc.	Delaware
AbbVie Global Holdings Inc.	Delaware
AbbVie Holdco Inc.	Delaware
AbbVie Holdings Inc.	Delaware
AbbVie International Inc.	Delaware
AbbVie Investments Inc.	Delaware
AbbVie Pharma Inc.	Delaware
AbbVie Pharmaceuticals LLC	Delaware
AbbVie Products LLC	Georgia

AbbVie Purchasing LLC	Delaware
AbbVie Resources Inc.	Delaware
AbbVie ResourcesInternational Inc.	Delaware
AbbVie Respiratory LLC	Delaware
AbbVie Sales Inc.	Delaware
AbbVie Services Inc.	Delaware
AbbVie Stemcentrx LLC	Delaware
AbbVie Subsidiary LLC	Delaware
AbbVie US Holdings LLC	Delaware
AbbVie US LLC	Delaware
AbbVie Ventures LLC	Delaware
Aeropharm Technology, LLC	Delaware
AGN International Inc.	Delaware
AGN Kythera, LP	Delaware
AGN Labs LLC	Delaware
AGN LLC	Delaware
AGN Sundry, LLC	Delaware
Allergan Akarna LLC	Delaware
Allergan Finance, LLC	Nevada
ALLERGAN FINCO 2 INC.	Delaware
ALLERGAN FINCO INC.	Delaware
Allergan GI Corp	Delaware

Allergan GP Holding LLC	Delaware
Allergan Holdco US, Inc.	Delaware
Allergan Holdings B1, Inc.	Delaware
Allergan Holdings, Inc.	Delaware
Allergan, Inc.	Delaware
Allergan Laboratories, LLC	Delaware
Allergan Lending 2 LLC	Delaware
Allergan Lending LLC	Delaware
Allergan Pharma Inc.	Delaware
Allergan Property Holdings, LLC	Delaware
Allergan Puerto Rico Holdings, Inc.	Delaware
Allergan Sales Puerto Rico, Inc.	California
Allergan Sales, LLC (d/b/a Allergan; d/b/a Bioscience Laboratories)	Delaware
Allergan Therapeutics LLC	Delaware
Allergan USA, Inc. (d/b/a Pacificom / Pacific Communications)	Delaware
Allergan W.C. Holding Inc.	Delaware
Anterios, Inc.	Delaware
Aptalis Pharma US, Inc.	Delaware
AqueSys, Inc.	Delaware
BioDisplay Technologies, Inc.	Illinois
Bonti, Inc.	Delaware

Cearna Aesthetics, Inc.	Delaware
Chase Pharmaceuticals Corporation	Delaware
Del Mar Indemnity Company LLC	Hawaii
Durata Holdings, Inc.	Delaware
Durata Therapeutics, Inc.	Delaware
Durata Therapeutics U.S. Limited	Delaware
Eden Biodesign, LLC	Delaware
Envy Medical, Inc.	Delaware
Exemplar Pharma, LLC	Delaware
Foresight Vision5, Inc.	Delaware
Fremont Holding L.L.C.	Delaware
Furiex Pharmaceuticals LLC	Delaware
IEP Pharmaceutical Devices, LLC	Delaware
Keller Medical, Inc.	Delaware
Knoll Pharmaceutical Company	New Jersey
KOS Pharmaceuticals, Inc.	Delaware
Life Properties Inc.	Delaware
LifeCell Corporation	Delaware
MAP Pharmaceuticals, LLC	Delaware
Mavupharma, Inc.	Delaware
MPEX Pharmaceuticals, Inc.	Delaware

Naurex Inc.	Delaware
Oculeve, Inc.	Delaware
Organics L.L.C.	Delaware
Pacific Pharma, Inc.	Delaware
Pharmacyclics LLC	Delaware
Pharmax Holding Limited	Delaware
Repros Therapeutics Inc.	Delaware
Rowell Laboratories, Inc.	Minnesota
RP Merger Sub, Inc.	Delaware
Sapphire Merger Sub, Inc.	Delaware
Silicone Engineering, Inc.	California
Soliton Inc.	Delaware
Suffolk Merger Sub, Inc.	Delaware
TeneoOne, Inc.	Delaware
Tobira Therapeutics, Inc.	Delaware
Topokine Therapeutics, Inc.	Delaware
Transderm, Inc.	Delaware
Unimed Pharmaceuticals, LLC	Delaware
Venice Subsidiary LLC	Delaware
Vicuron Pharmaceuticals LLC	Delaware
Vitae Pharmaceuticals, LLC	Delaware
Warner Chilcott Leasing Equipment Inc.	Delaware

Warner Chilcott Sales (US), LLC	Delaware
Zeltiq A LLC	Delaware
Zeltiq Aesthetics, Inc.	Delaware
Zeltiq International, LLC	Delaware

Foreign Subsidiaries	Incorporation
AbbVie S.A.	Argentina
Allergan ProductosFarmaceuticos S.A.	Argentina
Allergan Australia Pty Limited	Australia
Elastagen Pty Ltd	Australia
Kythera Biopharmaceuticals Australia Pty Ltd	Australia
AbbVie Pty Ltd	Australia
AbbVie GmbH	Austria
AbbVie Bahamas Ltd.	Bahamas
AbbVie SA	Belgium
Allergan N.V.	Belgium
Odyssea Pharma SPRL	Belgium
AbbVie Ltd	Bermuda
AbbVie Biotechnology Ltd	Bermuda
AbbVie Finance Limited	Bermuda
AbbVie Global Enterprises Ltd.	Bermuda
AbbVie Holdings Unlimited	Bermuda
Allergan Development Ventures I, LP	Bermuda
Allergan Holdings B Ltd.	Bermuda
Allergan Holdings B2, Ltd.	Bermuda
Kythera Holdings Ltd	Bermuda
Warner Chilcott Holdings Company II, Limited	Bermuda

Warner Chilcott Holdings Company III, Limited	Bermuda
Warner Chilcott Limited	Bermuda
AbbVie d.o.o.	Bosnia
AbbVie Farmacêutica Ltda.	Brazil
Allergan ProductosFarmaceuticos Ltda.	Brazil
AbbVie EOOD	Bulgaria
Allergan Bulgaria EOOD	Bulgaria
AbbVie Corporation	Canada
AbbVie Holdings Corporation	Canada
Allergan Inc.	Canada
Aptalis Pharma Canada ULC	Canada (Alberta)
Allergan Holdings C, Ltd.	Cayman Islands
Allergan Overseas Holding	Cayman Islands
Pharmacyclics Cayman Ltd.	Cayman Islands
Stemcentrx Cayman Ltd.	Cayman Islands
AbbVie Productos Farmacéuticos Limitada	Chile
Allergan Laboratorios Limitada	Chile
AbbVie Pharmaceutical Trading (Shanghai) Co., Ltd.	China
Allergan (Chengdu) Medical Aesthetics Clinic Co., Ltd.	China
Allergan Information Consulting (Shanghai) Co., Ltd.	China
Allergan Medical Device (Shanghai) Co., Ltd.	China

AbbVie S.A.S.	Colombia
Allergan de Colombia S.A.	Colombia
Allergan Costa Rica S.R.L.	Costa Rica
AbbVie d.o.o.	Croatia
AbbVie Limited	Cyprus
AbbVie s.r.o.	Czech Republic
Allergan CZ, s.r.o.	Czech Republic
AbbVie A/S	Denmark
Allergan ApS	Denmark
AbbVie, S.R.L.	Dominican Republic
AbbVie L.L.C.	Egypt
AbbVie OÜ	Estonia
AbbVie Oy	Finland
Allergan Finland Oy	Finland
AbbVie SAS	France
Allergan France SAS	France
Allergan Holdings France SAS	France
Allergan Industrie SAS	France
Eurand France S.A.S.	France
Forest Holdings France S.A.S.	France
AbbVie Biotechnology GmbH	Germany
AbbVie Deutschland GmbH & Co. KG	Germany

AbbVie Komplementär GmbH	Germany
AbbVie Pharmaceuticals GmbH	Germany
AbbVie Real Estate Management GmbH	Germany
Allergan GmbH	Germany
AbbVie (Gibraltar) Holdings Limited	Gibraltar
AbbVie (Gibraltar) Limited	Gibraltar
AbbVie Pharmaceuticals Societe Anonyme	Greece
Allergan Hellas Pharmaceuticals S.A.	Greece
AbbVie, Societed Anonima	Guatemala
AbbVie Limited	Hong Kong
Allergan Hong Kong Limited	Hong Kong
AbbVie Gyogyszerkereskedelmi Korlatolt Felelossegu Tarsasag	Hungary
Allergan Hungary Kft.	Hungary
Allergan Healthcare India Private Limited	India
Allergan India Private Limited*	India
AbbVie International Holdings Unlimited Company	Ireland
AbbVie Ireland Holdings Unlimited Company	Ireland
AbbVie Ireland Unlimited Company	Ireland
AbbVie Limited	Ireland
AbbVie Manufacturing Management Unlimited Company	Ireland

Allergan Botox Unlimited Company (In voluntary liquidation)	Ireland
Allergan Equities Unlimited Company	Ireland
Allergan Furiex Ireland Limited (In voluntary liquidation)	Ireland
Allergan Holdings Unlimited Company	Ireland
Allergan Ireland Holdings Unlimited Company	Ireland
Allergan Ireland Limited	Ireland
Allergan Limited	Ireland
Allergan Pharma Limited	Ireland
Allergan Pharmaceuticals Holdings (Ireland) Unlimited Company (In voluntary liquidation)	Ireland
Allergan Pharmaceuticals International Limited	Ireland
Allergan Pharmaceuticals Ireland Unlimited Company	Ireland
Allergan Services International, Unlimited Company	Ireland
Allergan WC Ireland Holdings Limited	Ireland
Forest Laboratories Ireland Limited	Ireland
Fournier Laboratories Ireland Limited	Ireland
Pharmacyclics (Europe) Limited	Ireland
Tosara Exports Limited (In voluntary liquidation)	Ireland
Warner Chilcott Intermediate (Ireland) ULC	Ireland
Zeltiq Ireland International Holdings Unlimited Company	Ireland
Zeltiq Ireland Unlimited Company	Ireland
AbbVie Biopharmaceuticals Ltd.	Israel

Allergan Israel Ltd.	Israel
Marbelle Threads Ltd.	Israel
AbbVie S.r.l.	Italy
Allergan S.p.A.	Italy
Aptalis Pharma S.r.l.	Italy
AbbVie GK	Japan
Allergan International YK	Japan
Allergan Japan KK	Japan
Allergan K.K.	Japan
Allergan NK	Japan
AbbVie Ltd	Korea, South
Allergan Korea Ltd.	Korea, South
AbbVie SIA	Latvia
AbbVie UAB	Lithuania
Allergan Baltics, UAB	Lithuania
AbbVie Biotherapeutics S.à r.l.	Luxembourg
AbbVie Holdings S.à r.l.	Luxembourg
AbbVie Global S.à r.l.	Luxembourg
Allergan AHI S.à r.l.	Luxembourg
Allergan Capital 2S.à r.l.	Luxembourg
Allergan Capital S.à r.l.	Luxembourg
Allergan Europe S.à r.l.	Luxembourg

Allergan Finance S.à r.l.	Luxembourg
Allergan Funding SCS	Luxembourg
Allergan Global S.à r.l.	Luxembourg
Allergan Holdings S.à r.l.	Luxembourg
Allergan International Holding S.à r.l.	Luxembourg
Allergan Luxembourg International S.à r.l.	Luxembourg
Allergan WC 1 S.à r.l.	Luxembourg
Allergan WC 2 S.à r.l.	Luxembourg
AbbVie Sdn. Bhd.	Malaysia
Allergan Malaysia Sdn Bhd	Malaysia
Allergan Malta Holding Limited	Malta
Allergan Malta II Limited	Malta
Allergan Malta Limited	Malta
AbbVie Farmacéuticos, S.A. de C.V.	Mexico
Allergan Servicios Profesionales, S. de R.L. de C.V.	Mexico
Allergan, S.A. de C.V.	Mexico
AbbVie B.V.	Netherlands
AbbVie Central Finance B.V.	Netherlands
AbbVie Enterprises B.V.	Netherlands
AbbVie Finance B.V.	Netherlands
AbbVie Ireland NL B.V.	Netherlands

AbbVie Japan Holdings B.V.	Netherlands
AbbVie Logistics B.V.	Netherlands
AbbVie Nederland Holdings B.V.	Netherlands
AbbVie Pharmaceuticals B.V.	Netherlands
AbbVie Research B.V.	Netherlands
AbbVie Venezuela B.V.	Netherlands
AbbVie Venezuela Holdings B.V.	Netherlands
Allergan B.V.	Netherlands
Aptalis Holding B.V.	Netherlands
Aptalis Netherlands B.V.	Netherlands
Forest Finance B.V.	Netherlands
Warner Chilcott Nederland B.V.	Netherlands
AbbVie Limited	New Zealand
Allergan New Zealand Limited	New Zealand
AbbVie AS	Norway
Allergan AS	Norway
AbbVie, S. de R.L.	Panama
Allergan Healthcare Philippines, Inc.	Philippines
AbbVie Polska Sp. z o.o.	Poland
AbbVie Sp. z o.o.	Poland
Allergan Sp. z o.o.	Poland
AbbVie, L.da	Portugal

AbbVie Promoção, L.da	Portugal
AbbVie Corp	Puerto Rico
Knoll LLC	Puerto Rico
AbbVie S.R.L.	Romania
AbbVie Trading S.R.L.	Romania
Allergan S.R.L.	Romania
AbbVie Limited Liability Company	Russia
Allergan C.I.S. S.a.r.l.	Russia
Allergan Saudi Arabia LLC*	Saudi Arabia
Allergan d.o.o. Beograd	Serbia
AbbVie Operations Singapore Pte. Ltd.	Singapore
AbbVie Pte. Ltd.	Singapore
Allergan Singapore Pte. Ltd.	Singapore
AbbVie Holdings s.r.o.	Slovakia
AbbVie s.r.o.	Slovakia
Allergan SK s.r.o.	Slovakia
AbbVie Biofarmaceutskadruzba d.o.o.	Slovenia
AbbVie (Pty) Ltd.	South Africa
Allergan Pharmaceuticals (Proprietary) Limited	South Africa
AbbVie Spain, S.L.	Spain
Allergan S.A.	Spain

AbbVie AB	Sweden
Allergan Norden AB	Sweden
AbbVie AG	Switzerland
AbbVie Biopharmaceuticals GmbH	Switzerland
Allergan AG	Switzerland
Pharmacyclics Switzerland GmbH	Switzerland
VarioRaw Percutive S.à r.l.	Switzerland
Warner Chilcott Pharmaceuticals S à rl	Switzerland
Allergan Pharmaceuticals Taiwan Co. Ltd.	Taiwan
AbbVie Ltd.	Thailand
Allergan (Thailand) Limited	Thailand
AbbVie Sarl	Tunisia
AbbVie Tıbbi İlaçlar Sanayi ve Ticaret Limited Şirketi	Turkey
Allergan İlaclari Ticaret Anonim Sirketi	Turkey
Allergan Ukraine LLC	Ukraine
Allergan Middle East Limited	United Arab Emirates
AbbVie Australasia Holdings Limited	United Kingdom
AbbVie Biotherapeutics Limited	United Kingdom
AbbVie Investments Limited	United Kingdom
AbbVie Ltd	United Kingdom
AbbVie Trustee Company Limited	United Kingdom
AbbVie UK Holdco Limited	United Kingdom

Akarna Therapeutics, Limited	United Kingdom
Allergan Holdco UK Limited	United Kingdom
Allergan Holdings Limited	United Kingdom
Allergan Limited	United Kingdom
Lifecell EMEA Limited (In voluntary liquidation)	United Kingdom
Renale Pharma Ltd.	United Kingdom
Zeltiq Limited (In voluntary liquidation)	United Kingdom
AbbVie S.A.	Uruguay
AbbVie Pharmaceuticals SCA.	Venezuela

* Ownership of such subsidiary is less than 100% by AbbVie or an AbbVie subsidiary

EXHIBIT G
Allergan Affiliated Companies

EX-21.1 10 agn-ex211_448.htm EX-21.1

Exhibit 21.1

Name	Jurisdiction of Incorporation
AGN International Inc.	US - Delaware
AGN Kythera, L.P.	US- Delaware
AGN Labs LLC	US - Delaware
AGN LLC	US - Delaware
AGN Sundry LLC	US - Delaware
Akarna Therapeutics, Limited	UK
Allergan WC 1 S.a r.l.	Luxembourg
Allergan (Chengdu) Medical Aesthetics Clinic Co., Ltd.	China
Allergan (Thailand) Limited	Thailand
Allergan AG	Switzerland
Allergan AHI S.à r.l. Management (DIFC Branch)	UAB
Allergan AHI S.á r.l.	Luxembourg
Allergan AHI S.á r.l., Luxembourg, Zweigniederlassung Zug Branch	Switzerland
Allergan Akarna LLC	US - Delaware
Allergan ApS	Denmark
Allergan AS	Norway
Allergan Australia Pty Limited	Australia
Allergan B.V.	Netherlands, The
Allergan Baltics, UAB	Lithuania
Allergan Baltics, UAB Eesti filiaal	Estonia Branch
Allergan Baltics, UAB Latvijas filijas	Latvia
Allergan Biologics Ltd.	UK
Allergan Botox Unlimited Company	Ireland
Allergan Bulgaria EOOD	Bulgaria
Allergan C.I.S. SARL	Russian Federation
Allergan Capital S.à r.l.	Luxembourg
Allergan Capital 2 S.à r.l.	Luxembourg
Allergan Capital 2 Sarl, Luxembourg, Zweigniederlassung, Zug	Switzerland
Allergan Capital S.à r.l., Luxembourg, Zweigniederlassung Zug Branch	Switzerland
Allergan Cayman Islands Irish Branch	Ireland
Allergan Costa Rica S.R.L	Costa Rica
Allergan CZ, s.r.o.	Czech Republic
Allergan d.o.o. Beograd	Serbia
Allergan de Colombia S.A.	Colombia
Allergan de Venezuela, C.A.	Venezuela
Allergan Development Ventures I Ireland Unlimited Company	Ireland
Allergan Development Ventures I LP	Bermuda
Allergan Development Ventures I UK	UK
Allergan Equities Unlimited Company	Ireland
Allergan Europe S.à r.l.	Luxembourg
Allergan Finance S.à r.l.	Luxembourg
Allergan Finance, LLC	US - Nevada
Allergan Finco 2 Inc.	US - Delaware
Allergan Finco Inc.	US - Delaware

Exhibit 21.1

Allergan Finland Oy	Finland
Allergan France SAS	France
Allergan Funding SCS	Luxembourg
Allergan Furiex Ireland Limited	Ireland
Allergan GI Corp.	US - Delaware
Allergan Global S.à r.l.	Luxembourg
Allergan GmbH	Germany
Allergan GP Holding LLC	US- Delaware
Allergan Healthcare India Private Limited	India
Allergan Healthcare Philippines, Inc.	Philippines
Allergan Hellas Pharmaceuticals S.A.	Greece
Allergan Holdco UK Limited	UK
Allergan Holdco US, Inc.	US - Delaware
Allergan Holdings B Ltd.	Bermuda
Allergan Holdings B1, Inc.	US - Delaware
Allergan Holdings B2 Limited	Bermuda
Allergan Holdings C Ltd	Cayman Island
Allergan Holdings France SAS	France
Allergan Holdings Limited	UK
Allergan Holdings S. à r.l.	Luxembourg
Allergan Holdings Unlimited Company	Ireland
Allergan Holdings, Inc.	US - Delaware
Allergan Hong Kong Limited	Hong Kong
Allergan Hungary Kft.	Hungary
Allergan Ilaclari Ticaret A.S.	Turkey
Allergan Inc.	Canada
Allergan India Private Limited	India
Allergan Industrie SAS	France
Allergan Information Consulting (Shanghai) Co., Ltd.	China
Allergan International Holding S.à r.l.	Luxembourg
Allergan International YK	Japan
Allergan Ireland Finance Limited	Ireland
Allergan Ireland Holdings Unlimited Company	Ireland
Allergan Ireland Limited	Ireland
Allergan Israel Limited	Israel
Allergan Japan KK	Japan
Allergan KK	Japan
Allergan Korea Ltd	Korea
Allergan Laboratories, LLC	US - Delaware
Allergan Laboratorios Limitada	Chile
Allergan Lending 2 LLC	US - Delaware
Allergan Lending LLC	US - Delaware
Allergan Limited	UK
Allergan Luxembourg International S.à r.l.	Luxembourg
Allergan Malaysia Sdn. Bhd.	Malaysia

Exhibit 21.1

Allergan Malta Holding Limited	Malta
Allergan Malta II Limited	Malta
Allergan Malta Limited	Malta
Allergan Medical Device (Shanghai) Co., Ltd.	China
Allergan Middle East Limited	United Arab Emirates
Allergan N.V.	Belgium
Allergan New Zealand Ltd.	New Zealand
Allergan NK	Japan
Allergan Norden AB	Sweden
Allergan Norden AB Finnish branch	Finland
Allergan Overseas Holding	Cayman Island
Allergan Pharma Inc.	US - Delaware
Allergan Pharma Limited	Ireland
Allergan Pharmaceuticals (Proprietary) Ltd.	South Africa
Allergan Pharmaceuticals Holdings (Ireland) Unlimited Company	Ireland
Allergan Pharmaceuticals International Limited	Ireland
Allergan Pharmaceuticals International Limited Jordan Office	Jordan
Allergan Pharmaceuticals International Limited Lebanon Office	Lebanon
Allergan Pharmaceuticals Ireland	Ireland
Allergan Pharmaceuticals Taiwan Co. Ltd.	Taiwan
Allergan Productos Farmaceuticos S.A.	Argentina
Allergan Produtos Farmaceuticos Ltda.	Brazil
Allergan Property Holdings, LLC	US - Delaware
Allergan Puerto Rico Holdings, Inc.	US - Delaware
Allergan S.A.	Spain
Allergan S.p.A.	Italy
Allergan Sales Puerto Rico, Inc.	US - California
Allergan Sales, LLC (d/b/a Allergan; d/b/a Bioscience Laboratories)	US - Delaware
Allergan Saudi Arabia LLC	Saudi Arabia
Allergan Scientific Office	Egypt
Allergan Services International Unlimited Company	Ireland
Allergan Servicios Profesionales, S. de R.L. de C.V.	Mexico
Allergan Singapore Pte. Ltd.	Singapore
Allergan Singapore Pte. Ltd. Indonesia Rep Office	Indonesia
Allergan Singapore Pte. Ltd. Vietnam Rep Office	Vietnam
Allergan SK s.r.o.	Slovak Republic
Allergan Sp. z o.o.	Poland
Allergan S.R.L.	Romania
Allergan Therapeutics LLC	US- Delaware
Allergan UK LLP	UK
Allergan Ukraine, LLC	Ukraine
Allergan USA, Inc. (d/b/a Pacicom / Pacific Communications)	US - Delaware
Allergan W.C. Holding Inc.	US - Delaware
Allergan WC 2 S.a r.l.	Luxembourg
Allergan WC Ireland Holdings Ltd.	Ireland

Exhibit 21.1

Allergan, Inc.	US - Delaware
Allergan, S.A. de C.V.	Mexico
Anterios, Inc.	US - Delaware
Aptalis Holding B.V.	Netherlands, The
Aptalis Netherlands B.V.	Netherlands, The
Aptalis Pharma Canada ULC	Canada
Aptalis Pharma S.r.l.	Italy
Aptalis Pharma UK Limited	UK
Aptalis Pharma US, Inc.	US - Delaware
AqueSys, Inc.	US - Delaware
Bonti, Inc.	US - Delaware
Cearna Aesthetics, Inc	US - Delaware
Chase Pharmaceuticals Corporation	US - Delaware
Collagen Luxembourg SA	Luxembourg
Del Mar Indemnity Company, LLC	US - Hawaii
Durata Holdings, Inc.	US - Delaware
Durata Therapeutics U.S. Limited	US - Delaware
Durata Therapeutics, Inc.	US - Delaware
Eden Biodesign, LLC	US - Delaware
Elastagen Pty Limited	Australia
Envy Medical, Inc.	US - Delaware
Eurand France S.A.S.	France
Exemplar Pharma LLC	US - Delaware
Forest Finance B.V.	Netherlands, The
Forest Holdings France S. A.S.	France
Forest Laboratories Holdings Limited	Ireland
Forest Laboratories Ireland Ltd	Ireland
ForSight VISION5, Inc.	US - Delaware
Furiex Pharmaceuticals, LLC	US - Delaware
Keller Medical, Inc.	US - Delaware
Kythera Biopharmaceuticals Australia Pty Ltd.	Australia
Kythera Holdings Ltd.	Bermuda
LifeCell Corporation	US - Delaware
LifeCell EMEA Limited	UK
LifeCell EMEA Limited Austria branch	Austria
LifeCell EMEA Limited Italy branch	Italy
LifeCell EMEA Limited Sucursal en España	Spain
LifeCell EMEA Limited, Zweigniederlassung Zürich	Switzerland
LifeCell Medical Resources Limited in voluntary liquidation	Ireland
MAP Pharmaceuticals LLC	US - Delaware
McGhan Ireland Holdings Ltd.	Ireland
McGahn Limited	Ireland
MPEX Pharmaceuticals, Inc.	US - Delaware
Naurex Inc.	US - Delaware
Northwood Medical Innovation, Ltd.	UK

Exhibit 21.1

Oculeve, Inc.	US - Delaware
Odyssea Pharma SPRL	Belgium
Pacific Pharma, Inc.	US - Delaware
Pharm-Allergan GmbH Austria branch	Austria
Pharmax Holding Limited	US - Delaware
Renable Pharma Limited	UK
Repros Therapeutics Inc.,.	US- Delaware
RP Merger Sub, Inc.	US - Delaware
Seabreeze Silicone Unlimited Company	Ireland
Silicone Engineering Inc.	US - California
Tobira Therapeutics, Inc.	US - Delaware
Topokine Therapeutics, Inc.	US - Delaware
Tosara Exports Limited	Ireland
Transderm, Inc.	US - Utah
Varioraw Percutive Sàrl	Switzerland
Vicuron Pharmaceuticals LLC	US - Delaware
Viokace LLC	US - Delaware
Vitae Pharmaceuticals LLC	US - Delaware
Warner Chilcott Holdings Company II, Limited	Bermuda
Warner Chilcott Holdings Company III, Limited	Bermuda
Warner Chilcott Intermediate (Ireland) Limited	Ireland
Warner Chilcott Leasing Equipment Inc.	US - Delaware
Warner Chilcott Limited	Bermuda
Warner Chilcott Nederland B.V.	Netherlands, The
Warner Chilcott Pharmaceuticals S. à r.l.	Switzerland
Warner Chilcott Sales (US), LLC	US - Delaware
ZELTIQ A, LLC	US - Delaware
ZELTIQ Aesthetics, Inc.	US - Delaware
ZELTIQ International, LLC	US - Delaware
ZELTIQ International, LLC - Singapore Branch	Singapore
ZELTIQ Ireland International Holdings UC	Ireland
ZELTIQ Ireland Unlimited Company	Ireland
ZELTIQ Limited	United Kingdom
Zeltiq Limited Spanish branch	Spain
Zenpep LLC	US - Delaware

EXHIBIT H
Divested Entities

Schedule 4.6(c) - Transferred Group

Ownership interest of Seller Parent and its Subsidiaries is 100% unless otherwise indicated.

	<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
1.	Warner Chilcott Company, LLC	Puerto Rico
2.	Warner Chilcott (Ireland) Limited	Ireland
3.	Warner Chilcott Finance LLC.	Delaware
4.	Warner Chilcott Australia Pty. Ltd.	Australia
5.	Warner Chilcott Pharmaceuticals B.V.B.A.	Belgium
6.	Warner Chilcott France SAS	France
7.	Warner Chilcott Italy S.r.l.	Italy
8.	Actavis Pharma Iberia S.L. (f/k/a Warner Chilcott Iberia S.L.)	Spain
9.	Robin Hood Holdings Ltd.	Malta
10.	Paomar plc	Cyprus
11.	Actavis Pharma Pty Ltd.	Australia
12.	Makoff R&D Laboratories, Inc.	California
13.	R&D Pharmaceutical, Inc.	California
14.	R&D Ferriecit Capital Resources, Inc.	California
15.	R&D Research & Development Corp.	California
16.	R&D New Media Services, Inc.	California
17.	Royce Laboratories, Inc.	Florida
18.	Royce Research Group, Inc.	Florida
19.	Royce Research & Development Limited Partnership I	Florida
20.	The Rugby Group, Inc.	New York

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	<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
21.	Watson Laboratories, Inc. Ohio	New York
22.	Rugby Laboratories, Inc.	New York
23.	Changzhou Siyao Pharmaceuticals Co., Ltd. (25%)	China
24.	Watson Pharmaceuticals (Asia) Ltd.	BVI
25.	WP Holdings, Ltd.	BVI
26.	Watson Pharmaceuticals, China Ltd	BVI
27.	Med All Enterprise Consulting (Shanghai) Co. Ltd.	China
28.	Nicobrand Limited	Northern Ireland
29.	Watson Pharmaceuticals International Ltd.	BVI
30.	Watson Diagnostics, Inc.	Delaware
31.	Actavis Laboratories NY, Inc.	New York
32.	Circa Pharmaceuticals West, Inc.	California
33.	Circa Sub	New York
34.	Andrx LLC	Delaware
35.	Andrx South Carolina I, Inc.	South Carolina
36.	Andrx Pharmaceuticals (Mass), Inc.	Florida
37.	Andrx Pharmaceuticals Equipment #1, LLC	Florida
38.	Andrx Pharmaceuticals (NC) Inc.	Florida
39.	Andrx Pharmaceuticals, (NC) Equipment LLC	Delaware
40.	SR Six, Inc.	Florida
41.	RxAPS, Inc.	Florida
42.	Andrx Pharmaceuticals Sales and Marketing, Inc.	Florida
43.	Actavis Laboratories FL, Inc.	Florida

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	<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
44.	Watson Management Corporation	Florida
45.	Watson Therapeutics, Inc.	Florida
46.	Andrx Pharmaceuticals, LLC	Delaware
47.	Andrx Labs LLC	Delaware
48.	Andrx Laboratories (NJ) Inc.	Delaware
49.	Watson Cobalt Holdings, LLC	Delaware
50.	Watson Manufacturing Services, Inc.	Delaware
51.	Natrapac, Inc.	Utah
52.	Coventry Acquisition, LLC	Delaware
53.	Cobalt Laboratories, LLC	Delaware
54.	Watson Pharma Private Ltd.	India
55.	Watson Laboratories, LLC	Delaware
56.	Actavis Puerto Rico Holdings Inc.	Delaware
57.	Actavis US Holding LLC	Delaware
58.	Actavis LLC	Delaware
59.	Actavis South Atlantic LLC	Delaware
60.	Actavis Elizabeth LLC	Delaware
61.	Actavis Kadian LLC	Delaware
62.	Actavis Mid Atlantic LLC	Delaware
63.	Actavis Totowa LLC	Delaware
64.	Actavis Pharmaceuticals NJ, Inc.	Delaware
65.	Watson Laboratories, Inc.	Connecticut
66.	Watson Laboratories, Inc. – Arizona	Delaware

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	<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
67.	Schein Bayer Pharmaceutical Services, Inc.	Delaware
68.	Schein Pharmaceutical International, Inc.	Delaware
69.	Schein Pharmaceutical Ltd	Bermuda
70.	Marsam Pharma, LLC	Delaware
71.	MSI, Inc.	Delaware
72.	Actavis Holding 2 Sàrl	Luxembourg
73.	Actavis Services (Asia) Ltd.	Malta
74.	Arrow Laboratories, Ltd.	Malta
75.	Arrow Supplies, Ltd.*	Malta
76.	Marrow Pharmaceuticals Research & Development Co Ltd. (50%)	China
77.	Actavis S.à.r.l.	Luxembourg
78.	“Specifar”	Greece
79.	Alet	Greece
80.	Ascent Pharmahealth Pty Ltd	Australia
81.	Actavis Australia Pty Ltd	Australia
82.	Ascent Australia Pty Ltd	Australia
83.	Actavis Pty Ltd	Australia
84.	Ascent Pharma Pty Ltd.	Australia
85.	Ascent Pharmahealth Asia Pte Ltd	Singapore
86.	Drug Houses of Australia Pte Ltd.	Singapore
87.	Ascent Pharmahealth Hong Kong Ltd.	Hong Kong
88.	Actavis Sdn. Bhd.	Malaysia
89.	Arrow Group ApS	Denmark

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	<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
90.	Arrow ApS	Denmark
91.	Makewhey Products Pty. Ltd.**	South Africa
92.	Actavis Holdings South Africa (Pty) Ltd.	South Africa
93.	Actavis Pharma (Pty) Ltd.	South Africa
94.	Actavis (Pty) Ltd.	South Africa
95.	Scriptpharm Marketing (Pty) Ltd	South Africa
96.	Referral-Net (Pty) Ltd.*	South Africa
97.	Spear Pharmaceuticals (Pty) Ltd	South Africa
98.	Pharmascript Pharmaceuticals Ltd. (64.8%)	South Africa
99.	Arrow Pharma Tender (Pty) Ltd.** (65%)	South Africa
100.	Zelphy 1308 (Pty) Ltd.	South Africa
101.	Arrowblue Produtos Farmaceuticos SA	Portugal
102.	Bowmed Ltd	UK
103.	Selamine Ltd.	Ireland
104.	Seeker Investments Ltd.	BVI
105.	SC Pharma (Pty) Ltd. (25%)	Australia
106.	Willow Pharmaceuticals Pty Ltd.	Australia
107.	Medis Pharma Pty Ltd	Australia
108.	Eremad Pty Ltd.	Australia
109.	Arrow Läkemedel AB	Sweden
110.	Arrow Generics Ltd.	UK
111.	Arrow No 7 Ltd	UK
112.	Breath Ltd	UK

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	<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
113.	Soosysoo Ltd. (50%)**	BVI
114.	Actavis New Zealand Limited	New Zealand
115.	Watson Laboratories, S. de R.L. de C.V	Mexico
116.	Actavis Pharma Company	Canada
117.	Abri Pharmceuticals Company	Canada
118.	Actavis Pharma Holding 4 ehf. (APH4)	Iceland
119.	Actavis Pharma Holding 5 ehf. (APH5)	Iceland
120.	Actavis Group ehf.	Iceland
121.	Actavis Group PTC ehf.	Iceland
122.	Actavis Dutch Holding BV	Netherlands
123.	LLC Actavis	Russia
124.	Actavis Ilaclari AS #	Turkey
125.	Actavis ehf.	Iceland
126.	Medis ehf.	Iceland
127.	Medis Pharma France SAS	France
128.	Medis-Danmark A/S.*	Denmark
129.	Actavis Ireland Ltd.	Ireland
130.	Actavis Italy S.p.A.	Italy
131.	Actavis Isle of Man Ltd.	Isle of Man
132.	Actavis Nordic A/S	Denmark
133.	Actavis Oy	Finland
134.	UAB Actavis Baltics	Lithuania
135.	Actavis Holding AB	Sweden

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	<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
136.	Actavis AB	Sweden
137.	Actavis Holding Germany GmbH	Germany
138.	Medis Pharma GmbH	Germany
139.	Actavis A/S	Denmark
140.	Actavis Norway AS	Norway
141.	Actavis, S. de R.L. de C.V.	Mexico
142.	Actavis Pharma S. de R.L. de C.V.	Mexico
143.	Actavis Hungary Kft.	Hungary
144.	Arrow Pharm (Malta) Ltd.	Malta
145.	Medis Pharma BV	Netherlands
146.	PharmaPack International B.V.	Netherlands
147.	Actavis Polska Sp. z.o.o.	Poland
148.	Actavis International Ltd.	Malta
149.	Actavis Malta Ltd.	Malta
150.	Actavis Export International Ltd.	Malta
151.	Actavis Ltd. (Note: 1 share owned by Dr. Vella)	Malta
152.	Actavis GmbH	Austria
153.	Actavis Holdings UK Ltd.	UK
154.	Actavis Holdings UK II Ltd.	UK
155.	Actavis UK Ltd.	UK
156.	Warner Chilcott Acquisition Limited	UK
157.	Chilcott UK Limited	Northern Ireland
158.	Warner Chilcott Research Laboratories Ltd.	Northern Ireland

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	<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
159.	Warner Chilcott UK Limited	Northern Ireland
160.	Warner Chilcott Pharmaceuticals UK Limited	UK
161.	Millbrook (NI) Limited	Northern Ireland
162.	Auden Mckenzie Holdings Ltd.	UK
163.	Auden Mckenzie (Pharma Division) Ltd.	UK
164.	NRIM Ltd.	UK
165.	Lime Pharma Ltd.	UK
166.	D3 Pharma Ltd. (38%)	UK
167.	Actavis d.o.o. Belgrade	Serbia
168.	Lotus Laboratories Private Ltd.	India
169.	Actavis Ukraine LLC	Ukraine
170.	Zdravlje AD	Serbia
171.	Actavis Switzerland AG	Switzerland
172.	Oncopharma AG	Switzerland
173.	Sindan Pharma SRL	Romania
174.	Actavis SRL	Romania
175.	Actavis CZ a.s.	Czech Republic
176.	Actavis S.r.o.	Slovak Republic
177.	Biovena Pharma Sp. z.o.o.	Poland
178.	Actavis (Cyprus) Ltd.	Cyprus
179.	Actavis Operations EOOD	Bulgaria
180.	Balkanpharma Troyan AD (98.32%)	Bulgaria
181.	Balkanpharma Dupnitsa AD (98.05%)	Bulgaria

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	<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
182.	Balkanpharma Security EOOD	Bulgaria
183.	Balkanpharma Healthcare International (Cyprus) Ltd.*	Cyprus
184.	Actavis EAD	Bulgaria
185.	Actavis Istanbul Ilac Sanayive Ticaret Ltd. Sirketi	Turkey
186.	Actavis (MEEA) FZE	UAE
187.	Actavis Farmacêutica Limitada	Brazil
188.	Actavis Holding Asia BV	Netherlands
189.	Actavis Hong Kong Limited	Hong Kong
190.	China Medicinal & Chemical Industrial Development Group Ltd. (10% interest)	Hong Kong
191.	Actavis Pharma Development Centre Private Ltd.	India
192.	Actavis Pharma Private Ltd.	India
193.	PT Actavis Indonesia	Indonesia
194.	Actavis KK	Japan
195.	Actavis (Asia Pacific) Pte. Ltd.	Singapore
196.	Silom Medical Co., Ltd	Thailand
197.	Silom Medical International Co., Ltd.	Thailand
198.	Forest Laboratories UK Ltd.	UK
199.	Pharmax Ltd.	UK
200.	Forest Pharma BV	Netherlands
201.	Forest Laboratories Osterreich GmbH	Austria
202.	Forest Laboratories France S.A.S.	France
203.	Forest Laboratories Deutschland GmbH	Germany

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	<i>Company Name</i>	<i>Jurisdiction of Incorporation</i>
204.	Forest Laboratories Italy S.r.L.	Italy
205.	Forest Laboratories Spain, SL	Spain
206.	Axcan France (Invest) SAS	France
207.	Aptalis Pharma SAS	France
208.	Forest Tosara Ltd.	Ireland
209.	Actavis Laboratories UT, Inc.	Delaware
210.	Watson Laboratories, Inc.	Nevada
211.	Actavis Pharma, Inc.	Delaware
212.	Arrow International Ltd.	Malta
213.	Allergan UK Group Ltd.	UK
214.	Actavis Finance ehf.	Iceland
215.	Actavis Holdco US, Inc.	Delaware

* In Liquidation ** De-Registered

JOINT DECL. EXHIBIT B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION
OPIATE LITIGATION

This Document Relates to:

ALL THIRD PARTY PAYOR ACTIONS

MDL 2804

Case No. 1:17-md-2804

**CLASS ACTION SETTLEMENT
AGREEMENT AMONG THIRD
PARTY PAYORS AND THE JANSSEN
DEFENDANTS**

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This Settlement Agreement, including all exhibits attached hereto (collectively, the “*Agreement*”), is entered into as of May 13, 2026, by and between Defendant Janssen, as defined below (the “*Settling Defendant*”) and Class Representatives for Third Party Payors, as defined below, both individually and on behalf of the Class defined in this Agreement. The Class Representatives, the Class, and the Settling Defendant are collectively referred to for purposes of this Agreement as the “*Settling Parties*,” and each, individually, a “*Settling Party*.” This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein, and subject to the approval of the Court under Federal Rule of Civil Procedure 23(e).

I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

A. “*Action(s)*” means a lawsuit purportedly brought on behalf of any Third Party Payor against the Settling Defendant in any court based on, arising out of, or relating to, in whole or in part, any Covered Conduct—including but not limited to those Actions coordinated under or parallel to MDL No. 2804, *In re National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (“*MDL No. 2804*”), and the Actions listed in Exhibit A.

B. “*Alleged Opioid Enterprise Members*” include any Defendant or Defendants, the Settling Defendant, and any named or unnamed front groups, key opinion leaders, pharmacy benefit managers (“*PBMs*”), and other members of the supply chain for Products and/or industry related to Products, as so alleged in the TPP Bellwether Complaints.

C. “*Allocated Amount*” means the amount of the Net Settlement Funds payable to the Qualifying Class Member.

D. “*Attorneys’ Fees and Expenses*” means payment to Plaintiffs’ counsel of attorneys’ fees and reimbursable costs and charges (including expert and consulting fees) in an amount to be determined by the Court and includes the common benefit obligations due under the Court’s common benefit-related orders. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds.

E. “*Claim(s)*” means any past, present, or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, fine, penalty, restitution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory, or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute

liability, strict liability, restitution, remediation, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

F. “*Claim-Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

G. “*Claim Form*” means the document or online form, in the form attached as Exhibit C to this Agreement, that Class Members must submit to the Notice and Claims Administrator to receive a payment pursuant to this Agreement.

H. “*Class*” or “*Settlement Class*” has the meaning set forth in Section III.A.

I. “*Class Counsel*” or “*Settlement Class Counsel*” means those counsel who will serve as Third Party Payor Class Counsel, namely, Elizabeth J. Cabraser and Eric B. Fastiff of Lieff Cabraser Heimann & Bernstein, LLP, Paul J. Geller and Mark J. Dearman of Robbins Geller Rudman & Dowd LLP, and James R. Dugan, II of The Dugan Law Firm, APLC, noting that putative class member United Health Corporation is and has been represented by Thomas Mahlum of Robins Kaplan LLP pursuant to Federal Rule of Civil Procedure 23(c)(2)(B)(iv).

J. “*Class Member(s)*” or “*Settlement Class Member(s)*” means an entity that falls within the definition of the Class and does not elect to opt out of the Class. For the avoidance of doubt, each Class Representative is a Class Member.

K. “*Class Representative(s)*” or “*Settlement Class Representative(s)*” means Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors’ Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

L. “*Co-Lead Class Counsel*” or “*Co-Lead Settlement Class Counsel*” means Elizabeth J. Cabraser of Lieff Cabraser Heimann & Bernstein, LLP, Paul J. Geller of Robbins Geller Rudman & Dowd LLP, who serve in their capacity as members of the Court-appointed Settlement Negotiating Committee, and James R. Dugan, II of The Dugan Law Firm, APLC.

M. “*Court*” means the United States District Court for the Northern District of Ohio.

N. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity of any kind whatsoever, occurring at any time up to and including the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity, occurring at any time up to and including the Effective Date) in any line of business, arising from or relating in any

way to: (1) compounding, counseling, or documentation relating to any Product or class of Products, (2) the availability, discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, coverage, purchase, reimbursement, use, misuse or abuse, theft, diversion, or operating procedures of, or relating to, any Product or class of Products, or any system, plan, policy, procedure, practices, statements, contracts, commercial arrangements, orders, prescriptions, formularies, guidelines, payments and/or rebates, insurance, claim and/or benefit administration, claim adjudication, plan design, data and/or sales thereof, advocacy, or any other act or failure to act relating to any Product or class of Products, or medical state or condition related to use of any Product or class of Products, including, but not limited to, any branded or unbranded promotion, marketing, or advertising, unbranded information, patient support or assistance, educational programs, consultancy, research or other programs, campaigns, lobbying, or grants, sponsorships, charitable donations, or other funding relating to any Product or class of Products or medical state or condition related to use of any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product or class of Products or medical state or condition related to the use of any Product or class of Products; (4) the monitoring, reporting, disclosure, non-monitoring, non-reporting or nondisclosure to federal, state, or other regulators of orders, sales, prescriptions, theft, diversion, or conduct relating to any Product or class of Products; or (5) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, a precursor or component of any Product, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate of any Product; (6) the purchasing, selling, acquiring, disposing, importing, exporting, handling, processing, packaging, supplying, distributing, or converting of any Product or class of Products; and/or (7) corresponding responsibility, controls against diversion, or suspicious order monitoring (or lack thereof) or monitoring of prescribing (or lack thereof) related to any Product; *provided, however*, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include (a) noncompliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals; or (b) antitrust violations, breach of contract, or other commercial claims arising in the ordinary course of business between a Releasor and the Settling Defendant that are wholly unrelated to the Released Claims.

O. “*Defendants*” means Purdue Pharma, L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; Par Pharmaceutical, Inc.; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a/ Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica n/k/a Janssen Pharmaceuticals, Inc.; Johnson & Johnson; Noramco, Inc.; Tasmanian Alkaloids Pty. Ltd.; Teva Pharmaceutical Industries, Ltd.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Allergan Limited f/k/a Allergan plc f/k/a Actavis plc f/k/a Allergan, Inc.; Allergan Finance, LLC f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.; Allergan Sales, LLC; Allergan USA, Inc.; Watson Laboratories, Inc.; Warner Chilcott Company, LLC; Actavis Pharma, Inc. f/k/a/ Watson Pharma, Inc.; Actavis South Atlantic LLC; Actavis Elizabeth LLC; Actavis Mid Atlantic LLC; Actavis Totowa LLC; Actavis LLC; Actavis Kadian LLC; Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc.-Salt Lake City;

Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc.-Florida; Mallinckrodt plc; Mallinckrodt LLC; McKesson Corporation; Cencora, Inc.; Cardinal Health, Inc.; CVS Indiana, LLC; CVS Rx Services, Inc.; CVS TN Distribution, LLC; CVS Orlando Florida Distribution, LLC; CVS Pharmacy, Inc.; Louisiana CVS Pharmacy, L.L.C.; Pennsylvania CVS Pharmacy L.L.C.; New Jersey CVS Pharmacy, L.L.C., Oklahoma CVS Pharmacy, L.L.C., CVS Health Corporation; Walgreens Holding Company, f/k/a Walgreens Boots Alliance, Inc.; Walgreen Co.; Walgreen Eastern Co., Inc.; Walmart Inc. f/k/a Wal-Mart Stores, Inc.; and Wal-Mart Stores East, LP.; and any and all other persons and entities named as Defendants in any lawsuit coordinated under or parallel to MDL No. 2804.

P. “*Effective Date*” means the date of Final Judgment.

Q. “*Escrow Account*” means the interest-bearing account to be established and controlled by the Escrow Agent as set forth in Section IV.C.

R. “*Escrow Agent*” means Citibank, N.A. or any other escrow agent approved by the Court.

S. “*Fairness Hearing*” means the proceedings to be held before the Court to determine whether the Class should be finally certified for settlement purposes; whether the Settlement should be approved as fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23(e)(2); whether a final judgment should be entered; and whether the motion for award of Attorneys’ Fees and Expenses and Service Awards, if any, should be granted.

T. “*Fee and Expense Award*” means an award by the Court of Attorneys’ Fees and Expenses.

U. “*Final Approval Order*” means the order entered by the Court, pursuant to Section V.H., approving this Agreement and directing the dismissal with prejudice of the Actions against the Settling Defendant. The Final Approval Order shall be substantially in the form of the order attached hereto as Exhibit E, subject to Section V.A.2.

V. “*Final Judgment*” means the Final Approval Order when it has become final and non-appealable. The Final Approval Order shall be deemed to be the Final Judgment on: (a) the day following the expiration of the deadline for appealing the entry by the Court of the Final Approval Order (or for appealing any ruling on a timely motion for reconsideration of such Final Approval Order, whichever is later), if no such appeal is filed; or (b) if an appeal of the Final Approval Order is filed: (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Final Approval Order, or deny any such appeal or petition for certiorari, such that no further appeal is possible; or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline, including any extensions of time, for filing a petition for certiorari to the United States Supreme Court.

W. “*Janssen*” means Johnson & Johnson (“J&J”), Janssen Pharmaceuticals, Inc. (“Janssen Pharmaceuticals”), Ortho-McNeil-Janssen Pharmaceuticals, Inc. (“OMP”) (n/k/a Janssen Pharmaceuticals, Inc.), and Janssen Pharmaceutica (n/k/a Janssen Pharmaceuticals, Inc.).

X. “*Net Settlement Funds*” means the Settlement Funds, less the payments set forth in Section VII.B.

Y. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

Z. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

AA. “*Non-Released Entity*” means an entity that is not a Released Entity.

BB. “*Notice*” means the Court-approved form of the notice advising the Class of their rights with respect to this Agreement in accordance with Section V.D.

CC. “*Notice and Administrative Costs*” means the reasonable sum of money to be paid out of the Settlement Funds for Notice to the Class and related administrative costs, including taxes and tax service costs, as approved by the Court.

DD. “*Notice and Claims Administrator*” means A. B. Data, Ltd. or any other notice and claims administrator approved by the Court.

EE. “*Notice Order*” means the Court order authorizing the dissemination of Notice to the Class.

FF. “*Notice Plan*” means the plan for distribution of Notice that is subject to Court approval as set forth in Section V.C.2.

GG. “*Objection*” means a written objection to the Settlement, or any part of this Agreement, as set forth in Section V.F.

HH. “*Opt-Out Form*” has the meaning set forth in Section V.G.

II. “*Plaintiffs*” means the Class Members that filed cases against the Settling Defendant in federal court, which cases are coordinated as part of MDL No. 2804, or in state court, which cases are pending parallel to MDL No. 2804, including, but not limited to, those Actions listed in Exhibit A. A non-exhaustive list of Plaintiffs that filed cases against the Settling Defendant can be found in Exhibit B.

JJ. “*Plan of Allocation*” means the plan or formula of allocation of the Settlement Funds, to be approved by the Court, whereby the Net Settlement Funds shall in the future be distributed to Class Members.

KK. “*Preliminary Approval Order*” means the order (or orders) of the Court preliminarily approving this Agreement and the Settlement, as set forth fully in Section V.C. The Preliminary Approval Order shall be substantially in the form of the order attached hereto as Exhibit D, subject to Section V.A.1.

LL. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: (1) carisoprodol; gabapentin; or a benzodiazepine, including chlordiazepoxide, clobazam, clorazepate, lorazepam, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, or midazolam; (2) zolpidem when used in combination with opioids or opiates; and (3) a combination or “cocktail” of any chemical substance, including but not limited to any stimulant, prescribed, sold, bought, or dispensed to be used together with opioids or opiates. “Product” includes, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, dihydrocodeine, levorphanol, pentazocine, propoxyphene, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentences. Further, “Product(s)” includes, but is not limited to, the following: (a) Anexsia, Bancap HC, Combunox, Dilaudid, Dilaudid HP, Duradyne, Esgic with Codeine, Fiorinal with Codeine, Fioricet with Codeine, Kadian, Lorcet, Lorcet Plus, Maxidone, MoxDuo, Norco, Procet, Reprexain, Vicodin, Vicodin ES, Vicodin HP, and Vicoprofen, and any type, version, strength, or dosage of the foregoing; (b) Aspirin + butalbital + caffeine + codeine phosphate, Fentanyl citrate injection, Fentanyl citrate tablet, Fentanyl transdermal, Homatropine methylbromide + hydrocodone bitartrate, Hydrocodone + acetaminophen, Hydrocodone + ibuprofen, Hydromorphone tablet, Meperidine hydrochloride injection, Meperidine hydrochloride tablet, Morphine sulfate capsule, Morphine sulfate injection, Morphine sulfate tablet, Oxycodone, Oxycodone + acetaminophen, Oxycodone + aspirin, Oxycodone + hydrochloride, Oxycodone + ibuprofen, Oxymorphone tablet, Tramadol hydrochloride, and any type, version, strength, or dosage of the foregoing; and (c) Duragesic, Nucynta, Nucynta ER, Tylenol with Codeine, Tylox, Ultram, Ultram ER, Ultracet, and any type, version, strength, or dosage of the foregoing.

MM. “*Qualifying Class Member(s)*” means Class Members that submit a Claim Form and that have been determined by the Notice and Claims Administrator to be eligible under the Plan of Allocation to receive an Allocated Amount.

NN. “*Released Claims*” means any and all Claims, including Unknown Claims, against the Released Entities that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against Released Entities by any Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, the Covered Conduct, whether or not such Releasor has brought such action or proceeding. Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such Claims relate to Covered Conduct. The Settling Parties intend that “Released Claims” be interpreted broadly. For the avoidance of doubt, Released

Claims do not include Claims of individuals who are not Releasors or entities that are not Releasors, including Claims by individuals for personal injuries. Nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

OO. “*Released Entities*” means the Settling Defendant and:

1. all past and present subsidiaries, affiliates, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of the Settling Defendant (including Noramco, Inc. and Tasmanian Alkaloids PTY, LTD);
2. all past and present subsidiaries, affiliates, and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);
3. the respective past and present officers, directors, members, trustees, partners, agents, attorneys, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, the Settling Defendant or the foregoing entities);
4. all past and present joint ventures (whether direct or indirect) of each Settling Defendant or any entity described in subsection (1);
5. all past and present parents and shareholders (in each case, whether direct or indirect) of the Settling Defendant; and
6. any insurer of the Settling Defendant or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section I.OO.).

Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity.

PP. “*Releasors*” means Plaintiffs, Class Representatives, and the Class Members, and each of their past, present, and future direct or indirect parents, subsidiaries, divisions, departments, boards, committees, sister companies, affiliates, joint ventures, predecessors, assigns, related entities, holding companies, unincorporated business units, contractors, vendors, independent stockholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing and any person or other entity claiming by or through any of the foregoing), *provided, however*, that any entity excluded from being a Class Member under Section III.A.1.b. is excluded from the definition of Releasor. The inclusion or exclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity may not be a Class Member.

QQ. “*Service Award(s)*” means any award made by the Court to the Class Representatives in connection with their service as representatives of the Class. Service Awards shall be paid from the Settlement Funds.

RR. “*Settlement*” means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.

SS. “*Settlement Amount*” means the agreed upon total payment of forty-million U.S. Dollars (\$40,000,000.00), inclusive of any and all expenses, fees, and costs, including without limitation any common benefit assessment owed pursuant to the Ongoing Common Benefit Order in MDL No. 2804,¹ which sums represent compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for costs incurred to pay for the care and treatment of individuals with substance use disorder, opioid use disorder, or other opioid-related conditions.

TT. “*Settlement Funds*” means the Settlement Amount plus any interest that may accrue on the Settlement Amount from the date the Settling Defendant pays the Settlement Amount or any portion thereof.

UU. “*Settling Defendant’s Counsel*” means O’Melveny & Myers LLP, or any other law firm so designated in writing by the Settling Defendant.

VV. “*Third Party Payor*” means an entity meeting the criteria defined in Section III.A.1.a.

WW. “*TPP Bellwether Complaints*” means the complaints filed in Case Nos. 17-op-45177 (N.D. Ohio), 18-op-45002 (N.D. Ohio), 18-op-46223 (N.D. Ohio), and 18-op-46186 (N.D. Ohio), and the placeholder class action complaint submitted in MDL No. 2804 in connection with Case No. 18-op-45013 (N.D. Ohio).

XX. “*Unknown Claims*” means any Released Claim that a Class Member does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities, or might have affected their decision not to object to this Settlement.

YY. “*Walk-Away Right*” means the Settling Defendant’s right to terminate the Agreement as set forth in Section VI.C.

II. Representations and Warranties

A. **Class Representatives’ Representations and Warranties.** Class Representatives represent and warrant to the Settling Defendant that the Class Representatives are members of the Class; have reviewed, and approve, the terms of this Agreement; and will take all actions reasonably necessary and appropriate to support and obtain this Settlement’s approval, implementation, and enforcement. Class Representatives further represent and warrant

¹ For the avoidance of doubt, the Settlement Amount is limited to \$40,000,000.00, and under no circumstances will Settling Defendant be responsible for any additional expenses, costs, or fees related to the Settlement. Settling Defendant shall not be responsible for making payments for any attorneys’ fees and costs, beyond amounts specified in this Agreement, including but not limited to any attorneys’ fees and costs due as a consequence of this Agreement into any common benefit fund. Thus, in the event any court orders payment into a common benefit fund, the money will be paid out of the Settlement Amount by Class Counsel, and Settling Defendant shall not be responsible for making any payment beyond the Settlement Amount.

to the Settling Defendant that: (1) no portion of any relief under this Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other person or entity, except: (a) as it relates to payments to counsel pursuant to any Fee and Expense Award or order of the Court; or (b) pursuant to any lawful grant from a governmental entity, loan, or lien; (2) each Class Representative has authority to release all Released Claims on behalf of itself and all other entities that are Releasers by virtue of their relationship or association with it; and (3) none of the Class Representatives will submit an Opt-Out Form, file an Objection, nor otherwise challenge the Settlement or encourage any member of the Class to submit an Opt-out Form, file an Objection, or otherwise challenge the Settlement. Class Representatives further represent and warrant to Settling Defendant that:

1. Each of the Class Representatives has received legal advice from its counsel regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
2. None of the Class Representatives is relying on any statement, representation, omission, inducement, or promise by Janssen, their agents, or their representatives, except those expressly stated in this Agreement.
3. Each of the Class Representatives retained counsel to investigate the law and facts pertaining to the Released Claims and the Settlement.
4. Each of the Class Representatives voluntarily enters into this Agreement after having consulted with its counsel.
5. Each of the Class Representatives has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized Class Counsel to sign this Agreement on its behalf.

B. Class Counsel's Representations and Warranties. Class Counsel represents and warrants to the Settling Defendant as follows:

1. Class Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to each Class Member and that participation in the Settlement would be in the best interests of each Class Member.
2. Because Class Counsel believes that the Settlement is in the best interests of each Class Member, Class Counsel will not solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or seek any relief inconsistent with this Settlement.
3. Class Counsel has all necessary authority to enter into and execute this Agreement on behalf of Class Representatives and Class Members.
4. Each of the Class Representatives has approved and agreed to be bound by this Agreement.

5. The representations of each Class Representative set forth in Section II.A. are true and correct to the best of Class Counsel's knowledge.

C. **Settling Defendant's Representations and Warranties.** The Settling Defendant represents and warrants to Class Representatives as follows:

1. The Settling Defendant has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
2. The Settling Defendant has not relied, and is not relying on any statement, representation, omission, inducement, or promise by Class Representatives, Class Members, or Class Counsel, except those expressly stated in this Agreement.
3. The Settling Defendant, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement.
4. The Settling Defendant has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys.
5. The Settling Defendant has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

III. Class Definition

A. **Class Certification.** The Class Representatives and the Settling Defendant agree jointly to request that the Court certify the Class defined below under Federal Rule of Civil Procedure 23(b)(3):

1. The Class shall consist of the following:
 - a. All entities that: (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale; and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to September 3, 2024. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f)

ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

b. The following are excluded from the Class:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendant; (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and

2. (a) the Settling Defendant and its subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of the Settling Defendant, and the immediate family members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or parallel to MDL No. 2804 unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

B. Ability to Cure Omissions. In the event that the Settling Parties agree that an Action or entity was omitted from Exhibit A or B, the Settling Parties may, at any time before entry of the Final Approval Order, amend such Exhibit to add such Action or entity. The Settling Parties agree that they will act reasonably in considering any claim of such omission. But for the avoidance of doubt, Exhibits A and B are non-exhaustive lists, and inclusion on either exhibit is not necessary for an Action or a Class Member to be part of this Settlement.

C. Certification for Settlement Purposes Only. The Settling Parties agree that any certification of the Class will be for settlement purposes only. The Settling Parties do not waive or concede any position or arguments they have for or against certification of any class for any other purpose in any action or proceeding, and the Settling Parties retain full right and ability to contest any such class certification.

IV. Settlement Funds

A. Settlement Payment. The Settling Defendant shall pay the Settlement Amount in consideration of the covenants, agreements, and releases set forth herein.

1. The Settling Defendant shall pay by wire transfer the Settlement Amount (\$40,000,000.00) by no later than May 15, 2026. A portion of the Settlement Amount (\$1,000,000.00) will be taken out to cover the Notice and Administrative Costs. In the event that this Agreement is cancelled and terminated, the expended portion of the \$1,000,000 set aside for the Notice and Administrative costs and any Taxes and Tax Expenses paid from the Settlement Amount or the interest thereon are non-refundable.

2. After the Effective Date, the Settlement Amount shall not be subject to reduction and no funds may be returned to the Settling Defendant.

B. No Additional Payment Obligations. The obligations incurred pursuant to this Agreement shall be in full and final disposition and settlement of all Released Claims. The Settlement Amount paid or provided by the Settling Defendant is its sole monetary obligation under this Agreement. Once the Settlement Amount is paid (as set forth in Section I.SS), the Settling Defendant shall have no further monetary obligations of any sort or kind to Plaintiffs, Class Representatives, Class Members, the Class, or any counsel for Plaintiffs pursuant to this Agreement or the Settlement. Under no circumstances will the Settling Defendant be required to pay more than the Settlement Amount pursuant to this Agreement and the Settlement set forth herein. For purposes of clarification, the payment of Taxes and Tax Expenses (as set out in Section IV.D.), any Fee and Expense Award, the Notice and Administrative Costs, any Service Awards, and any other costs associated with the implementation of this Agreement, shall be exclusively paid from the Settlement Funds. the Settling Defendant shall be responsible at its own cost, separate from the Settlement Amount, for any other notices that the Class Action Fairness Act of 2005 may require the Settling Defendant to provide.

C. The Escrow Account and Agent.

1. Plaintiffs have arranged for the Escrow Account to be established at Citibank, N.A., with such bank serving as the Escrow Agent subject to an escrow agreement, and such escrow to be administered under the Court's continuing supervision and control. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.
2. The Escrow Agent shall invest the Settlement Amount deposited pursuant to Section IV.A in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S. government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Escrow Agent will not invest in any instruments that a "*qualified settlement fund*," within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service ("*IRS*") guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Escrow Account, and any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from the Settling Defendant. The Settling Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent or any transactions executed by the Escrow Agent related to the investment of the Settlement Funds.

3. The Escrow Agent shall not, and Class Counsel shall not instruct the Escrow Agent to, disburse the Settlement Funds, except as provided in the Agreement or by order of the Court. For the avoidance of doubt, the Escrow Agent is authorized, and Co-Lead Class Counsel is authorized to instruct the Escrow Agent, to execute such transactions as are consistent with the terms of the Agreement or as directed by the Court.
4. All funds held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the Court.

D. Taxes.

1. The Escrow Account shall be, and shall be treated by the Settling Parties, the Escrow Agent, and Class Counsel as being at all times, a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the Court shall have continuing jurisdiction over the Escrow Account, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over Class Counsel as its tax administrator. Class Counsel shall not take any action or tax position inconsistent with such treatment. In addition, Class Counsel shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section IV.D, and shall, in any event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), 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 Class Counsel 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. Class Counsel agree to take any other reasonable actions as shall be necessary to ensure that the Escrow Account qualifies as a qualified settlement fund for federal and state income tax purposes, including, but not limited to, requesting the Court to formally: (i) approve the Escrow Account as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1; and (ii) confirm its continuing jurisdiction over the Escrow Account. Notwithstanding anything in the Agreement to the contrary, Class Counsel shall not on behalf of or in connection with the Escrow Account request a private letter ruling, technical advice memorandum, or any other ruling or guidance from the IRS, or any other taxing authority on any matter without consulting with and obtaining the prior written consent of the Settling Defendant.
2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local, or foreign law, as applicable), the qualified

settlement fund “administrator” shall be Class Counsel. Class Counsel shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local, or foreign law, as applicable) by, for example: (i) satisfying any information reporting or withholding requirements imposed with respect to the Escrow Account, including with respect to any distributions from the Escrow Account; (ii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Escrow Account (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iii) sending copies of all such tax returns and filings to the Settling Defendant; and (iv) providing instructions for the release of sufficient funds from the Escrow Account to pay all Taxes owed by the Escrow Account in accordance with Section IV.D.3 and Treas. Reg. § 1.468B-2 and any applicable state, local, or other tax laws. Such returns, as well as the relation-back election described in Section IV.D.1, shall be consistent with the provisions of this Section IV.D.2 and in all events shall reflect that all Taxes as defined in Section IV.D.3 on the income earned by the Escrow Account shall be paid out of the Settlement Funds as provided in Section IV.D.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15 of the year following each calendar year in which such Released Entity makes a transfer to the Escrow Account. The Released Entities shall have no responsibility or liability for the Escrow Account’s tax returns or other filings.

3. The following shall be paid out of the Settlement Funds: (i) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Escrow Account, including, without limitation, any taxes or tax detriments that may be imposed upon the Settling Defendant, their counsel, or any Released Entity (collectively, “*Taxes*”); and (ii) all expenses and costs incurred in connection with the operation and implementation of this Section IV.D.3, including, without limitation, expenses of tax attorneys and/or accountants (including the Escrow Agent) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section IV.D.3 (collectively, “*Tax Expenses*”). In all events, neither the Settling Defendant nor any other Released Entity nor their counsel shall have any liability or responsibility for the Taxes described in clause (i) above or the Tax Expenses. With funds from the Escrow Account, the Escrow Agent and Class Counsel shall indemnify and hold harmless the Settling Defendant and any other Released Entity and its counsel for Taxes described in clause (i) above and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes described in clause (i) above and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Escrow Account and shall timely be paid, at Class Counsel’s direction, by the Escrow Agent out of the Settlement Funds without prior

order from the Court. Class Counsel and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members or Class Counsel, as the case may be, any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local, or foreign law, as applicable). Neither the Settling Defendant nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Escrow Agent, Class Counsel, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section IV.D.3 and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to the Agreement.

4. The Settling Defendant and Class Counsel agree that: (i) each of the Class Members is enforcing its rights as a private party and is not enforcing any rules or exercising any regulatory powers, in either case as part of a governmental function; and (ii) the Settlement Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Class Members to the same position or condition that they would be in had the Class Members not suffered alleged damage or harm allegedly caused by the Settling Defendant. Upon request by the Settling Defendant, the Class Representatives and Class Counsel agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Settling Defendant to establish the tax treatment described in this paragraph to the satisfaction of their tax advisors, their independent financial auditors, the IRS, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any other subsequently proposed or finalized relevant regulations or administrative guidance.

V. Approval and Notice

A. Approval and Effectiveness.

1. It is a condition to the Settlement that: (a) within a reasonable time period after execution of this Agreement, the Court approve and enter the Preliminary Approval Order, substantially in the form attached as Exhibit D, provided that any material modification to the Preliminary Approval Order must be agreed to by the Class Representatives and Settling Defendant; and (b) the Preliminary Approval Order remain in full force and effect until entry of the Final Approval Order. Any material modification to the Settlement imposed by the Court as a condition of its Preliminary Approval Order must be agreed to by the Class Representatives and Settling

Defendant in order for the Agreement to remain binding. For the avoidance of doubt, any modification to the Preliminary Approval Order that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.

2. It is a condition to the Settlement that: (a) within a reasonable time period after the Preliminary Approval Order, including a reasonable period for notice to the Class and other settlement approval-related dates and deadlines as set by the Court, the Court approves and enters the Final Approval Order, substantially in the form attached as Exhibit E, provided that any material modification to the Final Approval Order must be agreed to by the Class Representatives and Settling Defendant; and (b) the Final Approval Order remains in full force and effect until it becomes a Final Judgment. Any material modification to the Settlement imposed by the Court as a condition of its Final Approval Order must be agreed to by the Class Representatives and Settling Defendant in order for the Agreement to remain binding. For the avoidance of doubt, any modification to the Final Approval Order that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.
3. It is a condition to the Settlement that the Final Approval Order not be reversed, vacated, or substantially modified on appeal, a motion for reconsideration, or other review and that it becomes a Final Judgment. Any material modification to the Settlement imposed by the Court or an appellate court, subsequent to the Final Approval Order, must be agreed to by the Class Representatives and Settling Defendant in order for the Agreement to remain binding. For the avoidance of doubt, any modification imposed by the Court or an appellate court that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.
4. The Settling Parties agree that the Settlement is not final and enforceable until the Effective Date, except as to any provisions that the Agreement provides shall occur prior to the Effective Date. The Preliminary Approval Order and the Final Approval Order shall be enforceable upon entry in accordance with their terms.

B. Reasonable Best Efforts to Effectuate This Settlement. The Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. The Settling Parties will continue to work cooperatively to complete and submit promptly to the Court for approval the Motions for Preliminary Approval and Final Approval and such additional documentation as may be necessary for the Court to make the determinations

required hereunder, and to address any concerns regarding the Agreement or the Settlement identified by the Court or any court of appeal.

C. Preliminary Approval.

1. No later than 30 days after the execution of this Agreement, Class Counsel shall submit the Agreement together with its Exhibits to the Court and shall apply for entry of the Preliminary Approval Order (the “*Motion for Preliminary Approval*”) pursuant to Federal Rule of Civil Procedure 23(e).
2. The Motion for Preliminary Approval shall request the entry of a Preliminary Approval Order that includes: (i) the findings required by Federal Rule of Civil Procedure 23(e)(1)(B); (ii) approval of the Notice and proposed Notice Plan; (iii) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (iv) the appointment of the Escrow Agent as set forth in Section IV.C; (v) continuing the stay of all MDL 2804 TPP Actions as to the Settling Defendant until the Court has made its final settlement approval determination; (vi) severing and staying the Actions brought by the TPP Bellwether Plaintiffs and all Class Representatives as to the Settling Defendant until the Court has made its final settlement approval determination; and (vii) enjoining all Settlement Class Members from filing, commencing, prosecuting, continuing, litigating, or intervening in or participating as class members in, any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class. The Preliminary Approval Order shall provide that if this Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the Settling Parties shall be returned to the status quo that existed immediately prior to January 1, 2026, except as expressly provided herein.
3. Class Counsel shall provide the Settling Defendant with a draft of their Motion for Preliminary Approval, together with any accompanying memorandum of law and proposed form of notice, at least 5 calendar days in advance of filing and shall consider in good faith any suggestions that the Settling Defendant may have. Class Counsel shall not file such a motion without the Settling Defendant’s consent, which consent shall not be unreasonably withheld.

D. Notice to the Class.

1. Notice of the Settlement shall be given as soon as practicable after entry of the Preliminary Approval Order and, in any event, the notice process shall commence no later than 14 calendar days following the entry of the Preliminary Approval Order. Notice shall be provided by the Notice and Claims Administrator to the Class, subject to any modifications required by the Court. Any Opt-Out or Objection requirements set out in the Notice, as

approved by the Court in its Preliminary Approval Order, shall substantially reflect the Opt-Out and Objection requirements as set forth in this Agreement.

2. Class Counsel shall submit to the Court for approval a proposed form of, method for, and schedule for dissemination of Notice to the Class. The Motion for Preliminary Approval shall recite and ask the Court to find that the proposed form of and method for dissemination of Notice to the Class constitutes valid, due, and sufficient notice, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.
3. Class Counsel shall seek an order authorizing and ordering the Notice and Claims Administrator to submit a report to the Court, Class Counsel, and Settling Defendant (an “*Opt-Out Report*”), which shall be provided no later than 7 calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, identifying all requests to be excluded from the Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1 or were otherwise inadequate.
4. No later than 14 calendar days following the commencement of the dissemination of the Notice, Class Counsel shall serve on Settling Defendant and file with the Court proof, by affidavit or declaration, of such dissemination.

E. **CAFA Notice.** Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Settling Defendant shall serve notice of the Settlement on the appropriate federal and state officials no later than 10 calendar days after the filing of this Agreement with the Court. Settling Defendant may contract with a third party to serve this notice. If the Settlement does not become final for any reason, the Settling Defendant shall not recover their costs of providing notice pursuant to the Class Action Fairness Act of 2005, which Settling Defendant shall cover independently and separate from the Settlement Amount due to the Class under this Agreement.

F. **Objections to Settlement.**

1. **Form of Objection & Deadline for Filing.** The Notice shall require that any Objection to the Settlement, or any part of this Agreement, including Attorneys’ Fees and Expenses, the Class Representatives’ Service Awards, or the Plan of Allocation, be in writing. The deadline for filing any Objection with the Court shall be 45 calendar days after commencement of the dissemination of the Notice.
2. **Content of Objection.** The written Objection filed with the Court shall: (a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the

application for Attorneys' Fees and Expenses, and/or application for Service Awards to Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (d) state whether the Objection applies only to the objector, to a subset of the Class, or to the entire Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector's membership in the Class, such as the objectors' status as a Third Party Payor within the Class; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement.

3. **Waiver.** Any Class Member that does not object in the manner provided herein shall be deemed to have waived such Objection and shall forever be foreclosed from making any Objection to the fairness or adequacy of the proposed Settlement, the Plan of Allocation, the Attorneys' Fees and Expenses, or to any Service Award, unless otherwise ordered by the Court. All presentations of Objections will be further limited by the information listed in the Objection. A Class Member's compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of Objections at the Fairness Hearing, will be in the sole discretion of the Court.

G. Opt-Out.

1. Any entity within the Class that wishes to opt out of the Class and Settlement must submit a written and signed statement entitled, "Opt-Out Form" to the Notice and Claims Administrator and email it to Settling Defendant and Class Counsel as set forth in the Notice. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and is legally authorized to exclude itself from the Settlement and must: provide the submitting entity's name, address, telephone number and email address (if available); provide the complaint and docket number of any case in which the submitting entity is a Plaintiff against the Settling Defendant related to the Covered Conduct; and be received by the Notice and Claims Administrator, Class Counsel, and Settling Defendants no later than the date designated for such purpose in the Notice.

2. The standing and Class Member-eligibility-status of entities that submit Opt-Out Forms will be subject to confirmation by the Notice and Claims Administrator.
3. With respect to any member of the Class that timely elected to opt out and is therefore not a member of the Class, Settling Defendant reserves all of its legal rights and defenses.
4. An Opt-Out Form that fails to satisfy any of the requirements set forth in Section V.G.1, including, but not limited to, any Opt-Out Form that provides inaccurate or incomplete information, shall be null and void and shall have no effect whatsoever on the entity's membership in the Class.
5. All Opt-Out Forms must be served on such schedule as the Court may direct. In seeking Preliminary Approval, Class Counsel will request that the deadline for receipt of Opt-Out Forms be 45 calendar days after commencement of dissemination of Notice.
6. Opt-Out Forms shall be deemed valid only for the entity named in the request.
7. Opt-Out Forms shall be deemed timely if received by the Notice and Claims Administrator, Class Counsel, and Settling Defendant no later than the date designated for such purpose in the Notice.
8. Any entity that submits a timely and valid Opt-Out Form in accordance with Section V.G.1 shall not: (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to submit an Objection.
9. Any Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G.1 submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of Section V.F, shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.
10. No "mass," "class," "group," or otherwise combined Opt-Out Forms shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition, including, but not limited to, the entity's subsidiaries, affiliated or related companies or business entities, divisions, partnerships, joint ventures, clients, customers, or administrative services organization.
11. **Opt-Out Report.** No later than 7 calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, and prior to the Fairness Hearing, the Notice and Claims Administrator shall submit to the Court,

Class Counsel, and the Settling Defendant the Opt-Out Report as described in Section V.D.3.

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

1. On or before the deadline set by the Court in the Preliminary Approval Order, Class Counsel shall file a motion for final approval of the Settlement (the “*Motion for Final Approval*”). In the Motion for Final Approval and at the Fairness Hearing, the Settling Parties will request that the Court: (a) enter the Final Approval Order substantially in the form attached as Exhibit E to this Agreement, provided that any material modification to the Final Approval Order must be agreed to by the Class Representatives and Settling Defendant; (b) finally certify the Class; (c) approve and adopt the Agreement as final, fair, reasonable, adequate, and binding on all Class Members; (d) enter judgment dismissing the Actions with prejudice and directing the dismissal with prejudice of any of the Actions not before the Court; and (e) permanently enjoin any Class Member from asserting or pursuing any Released Claim against any Released Entity in any forum. The Final Approval Order and Final Judgment shall contain provisions:
 - a. certifying the Class for settlement purposes; fully and finally approving the Settlement contemplated by this Agreement and its terms as being fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23 and directing its consummation pursuant to its terms and conditions; and finding that the Notice given to the Class Members constituted the best notice practicable under the circumstances and complies in all respects with the requirements of Federal Rule of Civil Procedure 23 and due process;
 - b. entering judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to the Settling Defendant and, except as provided for herein, without costs;
 - c. directing Class Members to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to the Settling Defendant and, except as provided for herein, without costs;
 - d. discharging and releasing the Released Entities from all Released Claims;
 - e. permanently barring and enjoining the institution and/or prosecution by Class Members of any other action against the Released Entities in any forum asserting any Claims related in any way to the Released Claims;

- f. reserving and continuing exclusive jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent, Class Counsel as the Escrow Account's tax administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;
 - g. determining pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of a Final Approval Order as to Plaintiffs and the Settling Defendant; and
 - h. containing such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.
 2. Class Counsel also will request that the Court approve the proposed Plan of Allocation and application for attorneys' fees and reimbursement of expenses, as described in Section VIII.A.
 3. Class Counsel shall provide the Settling Defendant with a draft of the Motion for Final Approval, together with any accompanying memorandum of law at least 5 business days in advance of filing and shall consider in good faith any comments the Settling Defendant may have. Class Counsel shall not file such a motion without the Settling Defendant's consent, which consent shall not be unreasonably withheld.

VI. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination

A. Occurrence of Effective Date.

1. Upon the Effective Date, any and all remaining interest or right of the Settling Defendant in or to the Settlement Funds, if any, shall be absolutely and forever extinguished, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Fee and Expense Award paid) shall be transferred from the Escrow Agent to the Notice and Claims Administrator as successor Escrow Agent within 10 business days of the Notice and Claims Administrator notifying Class Counsel it is ready to distribute the Net Settlement Funds, which must be after the Effective Date.
2. Plaintiffs shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on Exhibit A, on the Effective Date.

B. Failure of Effective Date to Occur.

1. In the event that the Effective Date does not occur, for whatever reason, including for the reasons set forth in Sections VI.C-E, then this Agreement shall be cancelled and terminated, unless the Settling Parties mutually agree in writing to proceed with this Agreement. The Settlement Funds shall be returned to Settling Defendant, including all Attorneys' Fees and Expenses,

less any Notice and Administrative Costs, and any Taxes or Tax Expenses paid, incurred, or due and owing (the “*Termination Refund*”). This Termination Refund shall be refunded, reimbursed, and repaid to the Settling Defendant within 7 calendar days, pursuant to written instructions from Settling Defendant’s Counsel to Co-Lead Class Counsel. Co-Lead Class Counsel will promptly provide all necessary instructions to the Escrow Agent to effectuate the foregoing sentence. The Termination Refund shall be paid to the Settling Defendant consistent with the Section IV.A.1.

2. Upon receipt of the Termination Refund, this Agreement shall terminate, and the Settling Defendant’s obligations under this Agreement, and all releases contained herein, shall become null and void. In the event of such a termination: (a) no Class will be deemed certified as a result of this Agreement; (b) all orders of the Court preliminarily or otherwise approving the Settlement shall be vacated; (c) the Settling Parties shall be returned to the status quo that existed in the Actions immediately prior to January 1, 2026 (subject to appropriate extensions of deadlines to enable the Actions to proceed); and (d) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to January 1, 2026. The Settling Parties shall then proceed in all respects as if this Agreement and any related orders had not been executed.

C. Walk-Away Right.

1. No later than 7 calendar days following the deadline set by the Court for Class Members to opt out from the Class, the Notice and Claims Administrator shall provide Settling Defendant’s Counsel with the Opt-Out Report.
2. Settling Defendant may, in its sole discretion, terminate the Agreement by serving written notice, by email, to Class Counsel within 15 business days following receipt by Settling Defendant from Class Counsel of the Opt-Out Report (the “*Walk-Away Right*”), unless such date is extended by mutual agreement of Class Counsel and Settling Defendant. In deciding whether to exercise its Walk-Away Right, Settling Defendant agrees to endeavor to meet and confer with Class Counsel, but in no event will this agreement obviate Settling Defendant’s ability to unilaterally determine to exercise the Walk-Away Right. If Settling Defendant may consider any factors that it deems relevant. If a Settling Defendant does not provide written notice of the exercise of its Walk-Away Right to Class Counsel in accordance with this paragraph, its Walk-Away Right shall be waived. The decision to exercise the Walk-Away Right shall be unreviewable and shall be in Settling Defendant’s sole discretion.

3. In the event Settling Defendant exercises its Walk-Away Right, Settling Defendant reserves all of its legal rights and defenses with respect to any member of the Class.

D. Termination.

1. This Agreement may be terminated by either the Settling Defendant or Class Counsel by serving on counsel for the other parties and filing with the Court a written notice of termination within 10 business days (or such longer time as may be agreed between Settling Defendant and Class Counsel) after any of the following occurrences:
 - a. the Court, or any appellate court(s), rejects, materially modifies, or materially amends or changes the Settlement (with the exception of any provision of the Settlement relating to Attorneys' Fees and Expenses or any Service Awards);
 - b. the Court, or any appellate court(s), declines to enter without material change the material terms in the proposed Preliminary Approval Order or the proposed Final Approval Order;
 - c. an appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand; or
 - d. the Effective Date does not otherwise occur.

E. No Court Approval.

1. If the Court declines to or does not enter the Preliminary Approval Order or the Final Approval Order, or if the Final Approval Order does not become a Final Judgment because it is reversed, vacated, or modified on appeal, a motion for reconsideration, or other review, the Actions against the Released Entities will resume unless within 30 calendar days of such event, the Settling Parties mutually agree in writing to: (a) seek reconsideration or appellate review of any decision denying entry of such order; (b) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement; and/or (c) comply with other guidance or directives the Court has provided.
2. If the litigation against the Released Entities resumes pursuant to Section VI.E.1 or the Settling Parties seek reconsideration and/or appellate review of any decision denying entry of the Preliminary Approval Order or Final Approval Order or the decision reversing, vacating, or materially modifying the Final Approval Order and such further reconsideration and/or appellate or other review is denied: (a) the Escrow Agent shall, within 7 calendar days of receiving written notice of such resumption or the denial of further reconsideration or appellate review, repay to the Settling

Defendant the Termination Refund as of the date on which notice is received; and (b) this Agreement shall terminate upon receipt of the Termination Refund.

VII. Notice and Claims Administrator

A. Selection of Notice and Claims Administrator. Co-Lead Class Counsel will re-nominate A.B. Data, Ltd., which the Court has previously approved.

1. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Court's approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Class.
2. The Notice and Claims Administrator's role generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Claim Forms, including all supporting documentation, as well as determining any Qualifying Class Member's Allocated Amount and overseeing distribution of the Net Settlement Funds.
3. Any successor to the initial Notice and Claims Administrator shall be subject to appointment by the Court, with the consent of all Settling Parties, and shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s).
4. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Class Members' rights and obligations under the Agreement.
5. Janssen, its counsel, and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.
6. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid entirely from the Settlement Funds. Settling Defendant shall have no other obligation to pay any such fees, costs, and expenses.

B. Distribution of Settlement Funds.

1. Upon further orders of the Court, the Notice and Claims Administrator, subject to such supervision and direction of the Court and/or Co-Lead Class Counsel, as may be necessary or as circumstances may require, shall administer the claims submitted by Class Members and shall oversee

distribution of the Settlement Funds, including distribution of the Net Settlement Funds to Class Members pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the Court, the Settlement Funds shall be applied as follows:

- a. to pay all costs and expenses reasonably and actually incurred in connection with providing Notice to the Class, in connection with administering and distributing the Net Settlement Funds to Class Members, and in connection with paying escrow fees and costs, if any;
 - b. to pay all costs and expenses, if any, reasonably and actually incurred in soliciting claims and assisting with the filing and processing of such claims;
 - c. to pay Taxes and Tax Expenses as defined herein;
 - d. to pay any Fee and Expense Award, and any Service Awards to Class Representatives, that are approved by the Court, subject to and in accordance with the Agreement; and
 - e. to distribute the balance of the Net Settlement Funds to Class Members as allowed by the Agreement, the Plan of Allocation, or order of the Court.
2. No amount may be disbursed from the Settlement Funds until the Effective Date, except that: (a) Notice and Administrative Costs, to the extent authorized by the Court, may be paid from the Settlement Funds as they become due; and (b) Taxes and Tax Expenses may be paid from the Settlement Funds as they become due.

C. Distribution of Net Settlement Funds.

1. Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Funds shall be distributed to Class Members.
2. The Net Settlement Funds shall be distributed to Class Members that submit a Claim Form in accordance with a Plan of Allocation to be approved by the Court. No funds from the Net Settlement Funds shall be distributed until after the Effective Date.

D. No Liability for Distribution of Escrow Account. Neither the Released Entities nor their counsel shall have any responsibility for, interest in, or liability whatsoever with respect to the distribution of the Escrow Account; the Plan of Allocation; the determination, administration, or calculation of claims; the Escrow Account's qualification as a "qualified settlement fund"; the payment or withholding of Taxes or Tax Expenses; the distribution of the

Net Settlement Funds; or any losses incurred in connection with any such matters. The Releasors hereby fully, finally, and forever release, relinquish, and discharge the Released Entities, and their counsel from any and all such liability. No entity shall have any claim against Class Counsel or the Notice and Claims Administrator based on the distributions made substantially in accordance with the Agreement and the Settlement contained herein, the Plan of Allocation, or further orders of the Court.

E. **Balance Remaining in Net Settlement Funds.** If there is any balance remaining in the Net Settlement Funds (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be distributed in accordance with the Plan of Allocation or further order of the Court (but not to the Settling Defendant), provided, however, that absent written agreement of the Parties, all Net Settlement Funds shall be distributed to Class Members.

F. **Orders Regarding Plan of Allocation.** Any order or proceeding solely relating to the Plan of Allocation, including any adjustments to any Class Member's claim, shall not operate to terminate or cancel this Agreement or affect the finality of the Final Judgment, or any other orders entered pursuant to this Agreement.

VIII. Attorneys' Fees and Expenses and Service Awards

A. **Fee and Expense Application.** Class Counsel may submit an application (the "*Fee and Expense Application*") for distributions from the Settlement Funds for: (a) an award of attorneys' fees; (b) reimbursement of expenses incurred in connection with prosecuting the Action; and (c) any interest on such Attorneys' Fees and Expenses at the same rate and for the same periods as earned by the Settlement Funds, as appropriate, and as may be awarded by the Court.

B. **Payment of Fee and Expense Award.** Any amounts that are awarded by the Court pursuant to Section VIII.A shall be paid from the Settlement Funds consistent with the provisions of this Agreement.

C. **Award and Allocation of Attorneys' Fees and Costs.** The award, payment, and allocation of attorneys' fees and costs under this Agreement and/or the Plan of Allocation are subject to Court approval under Federal Rule of Civil Procedure 23(h) and to the Court's common benefit-related orders. The amount awarded by the Court for attorneys' fees is subject to and shall include the common benefit obligations due under the Court's common benefit-related orders, which shall be allocated by the Fee Panel among qualified applicants: firms that: (1) represent litigating Third Party Payors against the Settling Defendant (parallel to requirements in prior governmental entity settlements); and (2) did work that inured to the common benefit. The fee award net of the common benefit assessment shall be allocated by Co-Lead Class Counsel among counsel who have performed authorized work for the benefit of the Settlement Class, with any appeals to such allocation going to Special Master Cohen.

D. **Orders Regarding Fee and Expense Award.** The procedure for, and the allowance or disallowance by the Court of, the Fee and Expense Application are not part of the Settlement set forth in this Agreement. Any order or proceeding solely relating to the Fee and Expense Application, including any appeal from any Fee and Expense Award or any other order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this

Agreement, or affect or delay the finality of the Final Judgment and the Settlement of the Actions as set forth herein, *provided* that any such order or proceeding has no impact on any other aspect of the Settlement or this Agreement, including, without limitation, Sections V.G and VI.C.

E. **No Liability for Fees and Expenses of Class Counsel.** Neither the Released Entities nor their counsel shall have any responsibility for or liability whatsoever with respect to any payment(s) to Class Counsel pursuant to this Agreement and/or to any other entity or person that may assert some claim thereto or any Fee and Expense Award that the Court may make in the Action, other than as set forth in this Agreement.

F. **Service Award.** Settlement Class Counsel may apply to the Court, upon Notice to the Class, for appropriate Service Awards for Settlement Class Representatives in connection with their representation of the Class, subject to the discretion and approval of the Court. The Service Awards shall be paid from the Settlement Funds, and Settling Defendant shall have no obligation to pay any Service Award or any other fees, costs, or expenses other than the Settlement Amount. Any order or proceeding solely relating to the Service Award, including any appeal from any Service Award or any other order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment and the Settlement of the Actions as set forth herein, *provided* that any such order or proceeding has no impact on any other aspect of the Settlement or this Agreement, including, without limitation, Sections V.G and VI.C.

IX. Releases and Dismissal

A. **No Future Actions Following Release.** As of the Effective Date, the Released Entities will be fully, finally, and forever released and discharged from all of the Released Claims. Each Releasor, as of the Effective Date, hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. Each Class Representative also stipulates that it will not argue in any litigation that any Released Entity bears any fault for, or was in any way responsible for or the cause of, any Released Claim. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Class Members shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all Claims that are released hereunder.

B. Claim-Over and Non-Party Settlement.

1. The payments made under this Agreement shall be the sole payments made by the Released Entities to Class Members involving, arising out of, or related to the Released Claims. Claims by Class Members against non-parties shall not result in additional payments by the Released Entities, whether through contribution, indemnification, or any other means.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Settling Defendant in Section IX.B.2. or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by the subsection is a material term of this Agreement.
4. To the extent that, on or after the Effective Date, a settlement on behalf of a class that would otherwise be a Non-Party Settlement is submitted to a court for preliminary or final approval under Rule 23 of the Federal Rules of Civil Procedure, the proponents of the settlement that are Class Representatives in this Settlement or represented by Class Counsel will include, unless prohibited by applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Settling Defendant in Section IX.B.2 or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. For the avoidance of doubt, the Settling Parties acknowledge that the effectiveness of any such provision will depend upon its approval by the court to which the settlement agreement is submitted in accordance with Rule 23 of the Federal Rules of Civil Procedure. The obligation to include the prohibition and/or release required by the subsection is a material term of this Agreement.
5. It is the intent of the Parties that the Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.
6. The provisions of this Section IX.B. are intended to be implemented consistent with the principles outlined in this Section. This Agreement and the releases and dismissals provided for herein are made in good faith.

7. In the event that any Class Member obtains a judgment with respect to a Non-Released Entity and such Non-Released Entity asserts a Claim against the Released Entities related to the Released Claims, that Class Member and the Settling Defendant shall take the following actions to ensure that the Released Entities do not pay more with respect to the Released Claims to Class Members or to Non-Released Entities than the amounts owed under this Agreement by the Settling Defendant:
 - a. The Settling Defendant shall notify the Class Member of the Claim-Over within 60 calendar days of the assertion of the Claim-Over or within 60 calendar days of the Effective Date, whichever is later.
 - b. The Settling Defendant's payment obligations under this Agreement are and shall be binding, notwithstanding the existence of any Claim-Over. In no event shall any Class Member be required to forego, disgorge, diminish, or alter any amounts owing under this Agreement as a result of any Claim-Over.
 - c. The Settling Defendant and the Class Member shall meet and confer concerning the means to hold the Released Entities harmless and ensure that the Settling Defendant or Released Entities are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by the Settling Defendant under this Agreement.
 - d. The Class Member and the Settling Defendant shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by the Settling Defendant under this Agreement. Such steps shall include, where permissible:
 - (i) support by the Releasor of a motion to dismiss or such other appropriate motion as may be filed by the Settling Defendant or Released Entities in response to any Claim filed in litigation or arbitration;
 - (ii) Reduction of the Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (iii) Placement in escrow of funds paid by the Non-Released Entity to Releasor such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by the Settling Defendant to, or allocated to, that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to the Settling Defendant by that Releasor to ensure the Settling Defendant is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to the Settling Defendant under this Agreement in an amount equal to the Releasor's distribution to reduce the overall amounts to be paid under the Agreement such that it is held harmless from the Claim-Over; and

(vii) such other actions as that Releasor and the Settling Defendant may devise to hold the Released Entities harmless from the Claim-Over.

e. The actions of that Releasor and the Settling Defendant taken pursuant to clause (d) above must, in combination, ensure that the Settling Defendant is not required to pay more with respect to Covered Conduct than the amounts owed by that Settling Pharmacy to that Releasor under this Agreement.

C. **Litigation Bar.** The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. **General Release.** The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in the Agreement, each Releasor expressly, knowingly, and voluntarily waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which reads:

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

Releasors likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Class Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to, Section 20-7-11 of the South Dakota Codified Laws. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or through no fault whatsoever, and which, if known, would materially affect the Releasors' decision to participate in this Agreement.

E. **Assigned Interest Waiver.** To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Settling Defendant (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Settling Defendant.

F. **Res Judicata.** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

G. **Effectiveness.** The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Funds or any portion thereof, by the enactment of future laws, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Settling Defendant to secure the prompt dismissal of any and all Released Claims. Additionally, the Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. Consistent with these objectives, the Settling Defendant will not oppose Plaintiffs' Motions for Preliminary and Final Settlement Approval. The Settling Parties will continue to work cooperatively to complete and submit promptly to the Court for approval such additional documentation as may be necessary for the

Court to determine whether this Agreement and Settlement should be communicated to the Class and ultimately approved and to address any concerns regarding the Settlement identified by the Court or any court of appeal. Upon the Effective Date, Class Members will also reasonably cooperate with the Settling Defendant to secure the prompt dismissal of any and all Released Claims in the Actions.

I. **Non-Released Claims.** Notwithstanding the foregoing or anything in the definition of Released Claims, any claims solely to enforce the terms of this Agreement are not released.

J. **Liens.** Each Class Member agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Settlement Funds allocated to that Class Member, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

K. **Claims Excluded from Release.** Notwithstanding the foregoing, the releases provided herein shall not release claims of entities that are not Releasors; claims or damages arising solely from conduct by the Settling Defendant that occurs after the Effective Date; claims against the Settling Defendant other than the Released Claims; or claims to enforce the terms of this Agreement.

L. Upon the Effective Date, the Released Entities shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Class Representatives, each and all of the Class Members, and their counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Actions, except for enforcement of the Settlement Agreement. Any other claims or defenses Settling Defendant may have against such persons including, without limitation, any claims based upon or arising out of any contractual, employment, or other business relationship with such persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Actions are specifically preserved and shall not be affected by the preceding sentence.

1. All Class Members shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment with respect to all Released Claims.

X. Miscellaneous Provisions

A. **No Admission of Liability or Wrongdoing.** The Class Representatives, the Class, and the Settling Defendant agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. The Settling Defendant denies the allegations in the Actions and denies, and does not admit, any liability or wrongdoing, and Releasors will not claim otherwise. Nothing in this Agreement shall be considered, construed, deemed, or represented to be: (1) an admission, concession, or evidence of (a) any fault, liability, or wrongdoing; (b) any violation of any law, regulation, rule, or ordinance;

(c) the strength or weakness of any Claim, defense, or allegation made in any Action or any other past, present, or future proceeding related to any Covered Conduct or Product; (d) the legal viability of the Claims or theories in any Action; or (e) any other matter of fact or law; or (2) a waiver or any limitation of any defense otherwise available to the Settling Defendant. Nothing in this Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business related to any Product.

B. Voluntary Settlement. Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

C. Integrated Agreement. Except for any amendments, alterations, or modifications provided for under Section XI.D, this Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Settling Parties relating to the subject matter hereof and supersedes: (1) all prior agreements and understandings relating to such subject matter, whether written or oral; and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

The exhibits to this Agreement are:

Exhibit A	Non-Exhaustive List of Actions
Exhibit B	Non-Exhaustive List of Plaintiff-Class Members
Exhibit C	Claim Form
Exhibit D	Form of Preliminary Approval Order
Exhibit E	Form of Final Approval Order

D. Amendment. The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties.

E. Conflict. To the extent there is a conflict between the provisions of this Agreement, the Preliminary Approval Order, the Final Judgment, the Final Approval Order, and/or the Plan of Allocation, each such document shall have controlling effect in the following rank order: (1) the Final Judgment; (2) the Final Approval Order; (3) the Preliminary Approval Order; (4) this Agreement; and (5) the Plan of Allocation.

F. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the Court.

G. **Construction.** None of the Settling Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

H. **No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling Party or a Released Entity. No Class Member may assign or otherwise convey any right to enforce any provision of this Agreement.

I. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

J. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms, and the negotiations surrounding this Agreement shall be governed by Rule 408 of the Federal Rules of Evidence and related rules of evidence, case law, and the legal provisions in other jurisdictions. This Agreement shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement. Notwithstanding anything to the contrary in this Agreement or otherwise, Settling Defendant may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Defendants; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by a Settling Defendant that the Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

K. **Preservation of Records.** For 5 years following the Effective Date: (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Claim Form; and (ii) each Class Representative shall keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Claim Form.

L. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties. Without limiting the generality of the foregoing, each and every covenant and agreement entered into herein by Class Representatives and Class Counsel shall be binding upon all Class Members.

M. **Notices.** All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, and, if directed to any Class Member, shall be addressed to Class Counsel at their addresses set forth below, and, if directed to the Settling Defendant, shall be addressed to their attorneys at the addresses set forth below or such other addresses as Class Counsel or the Settling Defendant may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to the Class Representatives or any Class Member(s), address notice to:

Elizabeth J. Cabraser
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street
29th Floor
San Francisco, CA 94111
ecabraser@lchb.com

Paul J. Geller
ROBBINS GELLER RUDMAN & DOWD, LLP
225 NE Mizner Boulevard
Suite 720
Boca Raton, FL 33432
pgeller@rgrdlaw.com

If directed to the Settling Defendant, address notice to:

Janssen's attorneys:

Daniel R. Suvor
O'MELVENY & MYERS LLP
400 South Hope Street, Suite 1900
Los Angeles, CA 90071
dsuvor@omm.com

Any Settling Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section XI.K.

N. **Consent to Jurisdiction.** The Settling Defendant and the Settlement Class agree that this Settlement, including payments, is enforceable on a continuing and exclusive basis by the Court. The Settling Defendant and each Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Settling Defendant and the Class Members irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court or that the Court is in any way an improper venue or an inconvenient

forum. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

O. **Resolution of Disputes; Retention of Exclusive Jurisdiction.** Any disputes between or among the Settling Defendant and any Class Members concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court. The Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

P. **Choice of Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Ohio without giving effect to that State's conflict of law principles.

Q. **Severability.** If any provision of this Agreement—except for Section I (Definitions), Section III (Class Definition), Section IV (Settlement Funds), Section V (Approval and Notice), Section VI.B (Failure of Effective Date to Occur), Section VI.C (Walk-Away Right), and Section IX (Releases and Dismissal)—were for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement Agreement.

R. **Waiver.** No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a Settling Party on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion, unless otherwise agreed in writing.

S. **Confidentiality.** The terms of this Agreement shall remain confidential until the Motion for Preliminary Approval is filed, unless the Settling Defendant and Class Counsel agree otherwise, *provided* that the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or as otherwise required by applicable law or court order; and Class Members may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Escrow Agent, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Approval Order shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes. No such press release shall be made prior to Class Counsel filing the Motion for Preliminary Approval.

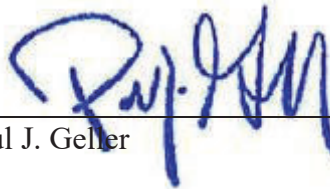
IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

Dated: May 13, 2026

CO-LEAD CLASS COUNSEL, on behalf of Third Party Payor
Plaintiffs individually and the Third Party Payor Class

By: _____

Paul J. Geller



Paul J. Geller
Mark J. Dearman
ROBBINS GELLER RUDMAN & DOWD LLP
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432

By: _____

Elizabeth J. Cabraser

Elizabeth J. Cabraser
Eric B. Fastiff
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

By: _____

James R. Dugan, II
DUGAN LAW FIRM
One Canal Place
Suite 1000
365 Canal Street
New Orleans, Louisiana 70130

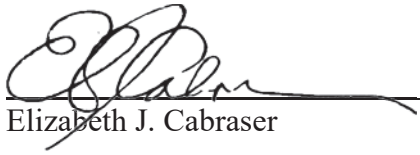
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ROBBINS GELLER RUDMAN & DOWD LLP
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432

By:  _____
Elizabeth J. Cabraser

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Eric B. Fastiff
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

By: _____
James R. Dugan, II
DUGAN LAW FIRM
One Canal Place
Suite 1000
365 Canal Street
New Orleans, Louisiana 70130

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James R. Dugan, II
DUGAN LAW FIRM
One Canal Place
Suite 1000
365 Canal Street
New Orleans, Louisiana 70130

Dated: May 13, 2026

On Behalf of Settling Defendant

By:



Daniel R. Suvor
O'MELVENY & MYERS LLP
400 South Hope Street, Suite 1900
Los Angeles, CA 90071
dsuvor@omm.com

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION
OPIATE LITIGATION

This Document Relates to:

ALL THIRD PARTY PAYOR ACTIONS

MDL 2804

Case No. 1:17-md-2804

**AMENDMENT TO CLASS ACTION
SETTLEMENT AGREEMENT
AMONG THIRD PARTY PAYORS
AND THE JANSSEN DEFENDANTS**

This Amendment, dated June 2, 2026 (the “Amendment”), to the Class Action Settlement Agreement among Third Party Payors and the Janssen Defendants, dated May 13, 2026 (the “Settlement Agreement”), is entered into by and between Defendant Janssen and Class Representatives (the “Settling Parties”), both individually and on behalf of the Class, in the above-captioned action.

WHEREAS, capitalized terms used herein without definition shall have the meanings defined in the Settlement Agreement;

WHEREAS, the Settling Parties agree to amend the terms of the Settlement Agreement as set forth below;

ACCORDINGLY, the Settlement Agreement is amended as set forth in Section 1:

Section 1. AMENDMENT TO THE SETTLEMENT AGREEMENT

(a) Section I.A of the Settlement Agreement is deleted and replaced in its entirety with the following paragraph:

“*Action(s)*” means a lawsuit purportedly brought on behalf of any Third Party Payor against the Settling Defendant coordinated under MDL No. 2804, *In re National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (“*MDL No. 2804*”) or a similar action filed in any other court (“*Parallel*” Actions), including, but not limited to, the Actions listed in Exhibit A.

(b) The class definition in Section II.A.1. is deleted and replaced in its entirety with the following paragraphs:

1. The Class shall consist of the following:

a. All entities that: (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale; and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

b. The following are excluded from the Class:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendant; (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and

2. (a) the Settling Defendant and its subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of the Settling Defendant, and the immediate family members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

Section 2. MISCELLANEOUS

(a) The Settling Parties agree that, except as specifically amended in this Amendment, the Settlement Agreement is and shall continue to be in full force and effect. Except as specifically provided in this Amendment, the execution, delivery, and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party hereto under the Settlement Agreement.

(b) This Amendment is construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

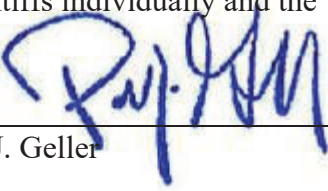
(c) This Amendment may be executed in any number of counterparts by email, facsimile or other written form of communication, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Settling Parties, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

Dated: June 2, 2026

CO-LEAD CLASS COUNSEL, on behalf of Third Party
Payor Plaintiffs individually and the Third Party Payor Class

By: 
Paul J. Geller

Paul J. Geller
Mark J. Dearman
ROBBINS GELLER RUDMAN & DOWD LLP
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432

By: _____
Elizabeth J. Cabraser

Elizabeth J. Cabraser
Eric B. Fastiff
LIEFF CABRASER HEIMANN & BERNSTEIN,
LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

By: _____
James R. Dugan, II
DUGAN LAW FIRM
One Canal Place, Suite 1000
365 Canal Street
New Orleans, Louisiana 70130

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By:  _____
James R. Dugan, II
DUGAN LAW FIRM
One Canal Place, Suite 1000
365 Canal Street
New Orleans, Louisiana 70130

Dated: June 2, 2026

On Behalf of Settling Defendant

A handwritten signature in dark ink, appearing to read "Dan Suvor", with a long horizontal flourish extending to the right.

By: _____

Daniel R. Suvor
O'MELVENY & MYERS LLP
400 South Hope Street, Suite 1900
Los Angeles, CA 90071
dsuvor@omm.com

EXHIBIT A

Non-Exhaustive List of Actions¹

¹ The inclusion of an entity on Exhibit A is not an admission that the entity's claims have not been released in a prior settlement with Janssen.

Case Caption	State	State/Federal	Jurisdiction	Docket Number
American Resources Insurance Company, Inc. v. Purdue Pharma, L.P., et al.	AL	Federal	N.D. Ohio	1:18-op-45910
Agricultural Group Compensation Self-Insured Fund v. Endo Health Solutions Inc., et al.	AR	Federal	N.D. Ohio	1:19-op-45892
Arizona Counties Insurance Pool v. Purdue Pharma L.P., et al.	AZ	Federal	N.D. Ohio	1:18-op-45632
Arizona Municipal Risk Retention Pool v. Purdue Pharma LP et al	AZ	Federal	N.D. Ohio	1:18-op-45178
Arizona School Alliance for Workers' Compensation, Inc. v. Purdue Pharma, L.P., et al.	AZ	Federal	N.D. Ohio	1:18-op-45540
National Roofers Union & Employers Joint Health & Welfare Fund v. Purdue Pharma LP, et al.	AZ	Federal	N.D. Ohio	1:18-op-45833
Northwest Arizona Employee Benefit Trust v. Purdue Pharma L.P., et al.	AZ	Federal	N.D. Ohio	1:18-op-46043
Central California Alliance for Health v. Teva Pharmaceuticals USA Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45971
Commission on Medical Care, d/b/a Partnership Healthplan of California v. Teva Pharmaceuticals USA Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45896
Health Plan of San Joaquin v. Teva Pharmaceuticals USA Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-46093
ILWU-PMA Welfare Plan v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:21-op-45013
Inland Empire Health Plan v. Purdue Frederick Co. Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45804
Local Initiative Health Authority for Los Angeles v. Purdue Pharma LP, et al.	CA	Federal	N.D. Ohio	1:19-op-45212

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Pleasant Valley School District v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:21-op-45120
San Francisco Health Plan v. Teva Pharmaceuticals USA, Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45893
San Leandro Unified School District, a local education agency v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:21-op-45114
Santa Barbara San Luis Obispo Regional Health Authority, d/b/a CenCal Health v. Teva Pharmaceuticals USA Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45895
Susanville Elementary School District and Lassen County Office of Education, Individually, and on Behalf of All Others Similarly Situated v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:22-op-45031
Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan v. Teva Pharmaceuticals USA, Inc. et al.	CA	Federal	N.D. Ohio	1:19-op-46020
Zenith Insurance Company and Znat Insurance Company v. Amerisourcebergen Drug Corporation, et al.	CA	Federal	N.D. Ohio	1:18-op-46181
International Brotherhood of Electrical Workers Local 90 Benefits Plan v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45069
Local 493 Teamsters Health Services and Insurance Plan v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45074
Local 671 Teamsters Health Services and Insurance Plan v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45092
Local 677 Teamsters Health Services & Insurance Fund v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45071
Advanced C4 Solutions, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	FL	Federal	N.D. Ohio	1:20-op-45070

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Cedar International Services, LLC v. Teva Pharmaceuticals USA, Inc., et al.	FL	Federal	N.D. Ohio	1:20-op-45071
MSP Recovery Claims, Series LLC, a Delaware Limited Liability Company v. Purdue Pharma, L.P., et al.	FL	Federal	N.D. Ohio	1:18-op-45091
MSPA CLAIMS 1, LLC, a Florida Limited Liability Company; MAO-MSO RECOVERY II, LLC a Delaware Limited Liability Company; MSP RECOVERY CLAIMS, SERIES LLC, a Delaware Limited Liability Company v. Anda, Inc., et al.	FL	Federal	N.D. Ohio	1:18-op-45526
Phillip Fyman and Alexander Weingarten, M.D., P.C. v. Teva Pharmaceuticals USA, Inc., et al.	GA	Federal	N.D. Ohio	1:19-op-45906
United Food and Commercial Workers Union and Employers Health & Welfare Fund - Atlanta v. McKesson Corporation, et al.	GA	Federal	N.D. Ohio	1:19-op-45005
Wayne Farms, LLC v. Teva Pharmaceuticals USA, Inc., et al.	GA	Federal	N.D. Ohio	1:20-op-45229
Hui Huliau, A Native Hawaiian Organization v. McKesson Corp., et al.	HI	Federal	N.D. Ohio	1:20-op-45025
Illinois Public Risk Fund v. Purdue Pharma L.P., et al.	IL	State	IL - Circuit Court of Cook County	2019-CH-05847
Intergovernmental Risk Management Agency and Intergovernmental Personnel Benefit Cooperative v. Purdue Pharma L.P., et al.	IL	Federal	N.D. Ohio	1:18-op-46210

Case Caption	State	State/Federal	Jurisdiction	Docket Number
International Union of Operating Engineers, Local 150, Midwest Operating Engineers Health and Welfare Fund, Chicago Regional Council of Carpenters and Chicago Regional Council of Carpenters Welfare Fund v. Purdue Pharma L.P., et al.	IL	Federal	N.D. Ohio	1:19-op-45414
West Bend Mutual Insurance Company v. Amerisourcebergen Drug Corporation, et al.	IL	Federal	N.D. Ohio	1:19-op-45139
Marketing Services of Indiana, Inc., individually and on behalf of all others similarly situated v. Purdue Pharma L.P., et al.	IN	Federal	N.D. Ohio	1:18-op-46104
Plumbers & Steamfitters Local 166 Health and Welfare Fund v. Purdue Pharma L.P., et al.	IN	Federal	N.D. Ohio	1:19-op-45432
Kentucky League of Cities Insurance Services v. Purdue Pharma L.P., et al.	KY	Federal	N.D. Ohio	1:18-op-45968
Louisiana Agricultural Compensation Self-Insured Fund v. Endo Health Solutions Inc., et al.	LA	Federal	N.D. Ohio	1:19-op-45888
Louisiana Assessors' Insurance Fund a/k/a the Insurance Committee of the Assessors' Insurance Fun, et al.	LA	Federal	N.D. Ohio	1:18-op-46223
Louisiana Health Service & Indemnity Company d/b/a Blue Cross Blue Shield of Louisiana, and HMO Louisiana, Inc. v. Purdue Pharma, LP et al.	LA	Federal	N.D. Ohio	1:18-op-45372
Louisiana Loggers Self-Insured Fund v. Endo Health Solutions Inc., et al.	LA	Federal	N.D. Ohio	1:19-op-45890
Pointe Coupee Parish Health Services District Number 1 v. Purdue Pharma LP, et al.	LA	Federal	N.D. Ohio	1:19-op-45019
Risk Management, Inc. v. Purdue Pharma L.P., et al.	LA	Federal	N.D. Ohio	1:18-op-45857

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Asbestos Workers Local 6 Health & Welfare Fund; et al. v. Purdue Pharma LP, et al.	MA	Federal	N.D. Ohio	1:18-op-45542
Mayflower Municipal Health Group v. Teva Pharmaceuticals USA, Inc., et al.	MA	Federal	N.D. Ohio	1:19-op-45897
Teamsters Health Services and Insurance Plan Local 404, on behalf of itself and all others similarly situated v. Purdue Pharma LP, et al.	MA	Federal	N.D. Ohio	1:18-op-45001
Flint Plumbing and Pipefitting Industry Health Care Fund, on behalf of itself and all others similarly situated v. Purdue Pharma L.P., et al.	MI	Federal	N.D. Ohio	1:19-op-45430
Pipefitters Local 636 Insurance Fund v. Johnson & Johnson, et al.	MI	Federal	N.D. Ohio	1:19-op-46095
Roofers Local 149 Security Benefit Trust Fund v. Purdue Pharma L.P., et al.	MI	Federal	N.D. Ohio	1:19-op-45429
Northeast Carpenters Funds now known as Eastern Atlantic States Carpenters Health Fund v. Purdue Pharma, L.P., et al.	NJ	Federal	N.D. Ohio	1:18-op-45741
The Black Prince Distillery, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NJ	Federal	N.D. Ohio	1:19-op-45904
Aboffs, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45956
AFL-CIO Local 475 Health & Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45941
Allied Security Health & Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45944
Allied Security Health and Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45237

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Alure Home Improvements, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45936
Amalgamated Union Local 450-A Welfare v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45807
Austin & Williams, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45938
Barnes, Iaccarino & Shepherd LLP v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45905
Brer-Four Transportation Corporation v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45931
Brighton Health Plan Solutions, LLC d/b/a Magnacare Administrative Services and Magnacare, LLC v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45838
Brighton Health Plan Solutions, LLC d/b/a Magnacare Administrative Services v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45837
Brookhaven Ambulance Co. Inc. d/b/a South Country Ambulance v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45957
Building Service Local 2 Welfare Fund v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:19-op-45991
Building Trades Welfare Benefit Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45899
Cardoza Plumbing Corporation v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45932
CWA Local 1181 Health Plan v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45939

Case Caption	State	State/Federal	Jurisdiction	Docket Number
CWA Local 1182 & 1183 Health & Welfare Funds v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45794
Drywall Tapers Insurance Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45810
Gordon L. Seaman, Inc. v.. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45958
Hollow Metal Trust Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45094
IBEW Local 25 Health & Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45037
International Brotherhood of Trade Unions Local 713 Health Plan v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45832
International Construction, Inc. v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45062
International Intimates, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45935
International Union of Painters and Allied Trades 1974 v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45854
Iron Workers Local 40 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45027
Iron Workers Local 361 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45028
Iron Workers Local 417 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45029
Iron Workers Local 580 Health & Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45031
IUOE Local 138 Health Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45943

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Kaya Associates, Inc. v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45064
Laborers 17 Health Benefit Fund v. Purdue Pharma, L.P. et al.	NY	Federal	N.D. Ohio	1:18-op-45072
Laborers Local 1298 of Nassau & Suffolk Counties Welfare Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45813
Laborers Local 235 Welfare Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45792
LNO, Inc v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45065
Local 22 Health Benefit Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45811
Local 342 United Marine Division Insurance Trust v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45830
Local 381 Group Insurance Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45942
Local 713 I.B.O.T.U. Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45236
Local 8A-28A Welfare Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45809
Louisiana Health Service & Indemnity Co. dba Blue Cross and Blue Shield (BCBS)		Federal	N.D. Ohio	1:18-op-45372
Medford Volunteer Ambulance v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45048
Merrick Library v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46097
Metallic Lathers and Reinforcing Ironworkers Local 46 Health & Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45030

Case Caption	State	State/Federal	Jurisdiction	Docket Number
New York City District Council of Carpenters Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45095
NOITU Insurance Trust Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45808
Painting Industry Insurance Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45793
Plumbers Local Union No. 1 Welfare Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:18-op-45838
Plumbers Local Union No. 68 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46008
Redwood Contracting Corp. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45960
Roofers Local 8 WBPA Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46147
Sheet Metal Workers Local 38 Insurance and Welfare Fund v. Johnson & Johnson, et al.	NY	Federal	N.D. Ohio	1:19-op-46094
Southern Tier Building Trades Benefit Plan v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45239
Structural Steel 806 Health Plan v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45831
Suffolk Transportation Services, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45933
Teamsters Local 237 Retirees' Benefit Fund and Teamsters Local 237 Welfare Fund, NY v. Purdue Pharma LP, et al.	NY	Federal	N.D. Ohio	1:18-op-45174
Teamsters Local 445 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46146

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Teamsters Local 456 Welfare Fund v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45067
The Par Group v. AmerisourceBergen Drug Corp., et al.	NY	Federal	N.D. Ohio	1:19-op-45959
UFCW Local 342 Healthcare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45033
UFCW Local 342 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45034
UFCW Local 1500 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45041
Uniformed Fire Officers Association Benefits Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45946
United Crafts Benefits Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45945
United Wire, Metal & Machine Local 810 Health Benefit Fund v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:19-op-46105
UOPW Local 175 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45940
Westchester Heavy Construction Laborers Local 60 Health & Welfare Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45795
American Federation of State, County, and Municipal Employees District Council 37 Health & Security Plan, individually and on behalf of all those similarly situated v. Purdue Pharma, L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45013
Central States, Southeast And Southwest Areas Health Welfare Fund v. Purdue Pharma LP, et al.	OH	Federal	N.D. Ohio	1:18-op-45623

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Cleveland Bakers and Teamsters Health and Welfare Fund and Pipe Fitters Local Union No. 120 Insurance Fund v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45432
Cleveland Teachers Union, Local 279, Individually and on behalf of All those Similarly Situated, v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45135
Corbett Aggregates Companies, LLC v. McKesson Corporation, et al.	OH	Federal	N.D. Ohio	1:19-op-45969
Employer-Teamsters Local Nos. 175 & 505 Health & Welfare Fund; Employer Teamsters Local Nos. 175 & 505 Retiree Health & Welfare Fund; Teamsters Local No. 348 Health & Welfare Fund; Teamsters Union Local No. 52 Health And Welfare Fund; and Ohio Conference of Teamsters & Industry Health And Welfare Fund v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45446
IBEW Local 38 Health and Welfare Fund, on behalf of itself and all others similarly situated, v. Purdue Pharma, et al.	OH	Federal	N.D. Ohio	1:17-op-45002
John Martinez d/b/a John Martinez Trucking v. Teva Pharmaceuticals USA, Inc., et al.	OH	Federal	N.D. Ohio	1:19-op-45930
Medical Mutual of Ohio v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45307
Minute Men, Inc. and Minute Men Select, Inc., on behalf of itself and all others similarly situated v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45306

Case Caption	State	State/Federal	Jurisdiction	Docket Number
MSPA Claims 1, LLC; MAO-MSO Recovery II, LLC; and MSP Recovery Claims, Series LLC; v. Purdue Pharma L.P. et al.	OH	Federal	N.D. Ohio	1:18-op-45057
Ohio Carpenters' Health Fund, on behalf of Itself and All Others Similarly Situated v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:19-op-45072
Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; Bios Companies, Inc. Welfare Plan; Pioneer Telephone Cooperative, Inc. as Plan Sponsor and Fiduciary Of Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; and Bios Companies, Inc. as Plan Sponsor and Fiduciary of Bios Companies, Inc. Welfare Plan, all individually, and on behalf of all others similarly situated v. Purdue Pharma, L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-46186
Shamrock Materials, LLC v. Teva Pharmaceuticals USA, Inc., et al.	OH	Federal	N.D. Ohio	1:19-op-45937
Thomas F. Corbett Associates, LLC v. McKesson Corporation, et al.	OH	Federal	N.D. Ohio	1:19-op-45967
United Food and Commercial Workers Local 1000 Oklahoma Health and Welfare Fund v. McKesson Corporation, et al.	OH	Federal	N.D. Ohio	1:18-op-45733
American Federation of State, County and Municipal Employees (AFSCME) District Council 47 Health & Welfare Fund v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008864 180302255
Asbestos Workers Local Union No. 2 Welfare Fund v. Allergan, PLC, et al.	PA	Federal	N.D. Ohio	1:21-op-45023

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Bricklayers and Allied Craftworkers Local Union No. 1 of PA/DE v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008863 180302256
Carpenters Health & Welfare of Philadelphia & Vicinity v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008920 180302264
International Brotherhood of Electrical Workers Local 98 Health & Welfare Fund and International Brotherhood of Electrical Workers Local 98 Sound and Communication Health & Welfare Fund v. Endo Pharmaceuticals, et al.	PA	State	PA - Court of Common Pleas of Delaware County	190302063
International Brotherhood of Electrical Workers Local 728 Family Healthcare Plan v. Allergan plc f/k/a Actavis plc, et al.	PA	State	PA - Court of Common Pleas of Delaware County	190303872
International Union of Painters and Allied Trades, District Council No. 21 Welfare Fund v. Allergan, plc, et al.	PA	State	PA - Court of Common Pleas of Delaware County	190301983
Laborers' District Council Building and Construction Health and Welfare Fund v. Purdue Pharma L.P., et al.	PA	Federal	N.D. Ohio	1:21-op-45019
MSI Corporation v. Purdue Pharma L.P., et al.	PA	Federal	N.D. Ohio	1:18-op-46053
Philadelphia Federation of Teachers Health & Welfare Fund v. Endo Pharmaceuticals, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	180403891
Plumbers' Local Union No. 690 Health Plan, on behalf of itself and all others similarly situated v. Teva Pharmaceuticals USA, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	CV-2019-007625
Public Service Insurance Company v. Teva	PA	Federal	N.D. Ohio	1:20-op-45015

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Pharmaceuticals USA, Inc., et al.				
Sheet Metal Workers Local 19 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	PA	Federal	N.D. Ohio	1:21-op-45025
Sheet Metal Workers Local No. 25 Health and Welfare Fund, on behalf of itself and all others similarly situated v. Purdue Pharma, LP et al.	PA	Federal	N.D. Ohio	1:18-op-45002
Steamfitters Local 449 Medical & Benefit Fund v. Purdue Pharma, L.P., et al.	PA	State	PA - Court of Common Pleas of Delaware County	190901412
Trustees of the Unite Here Local 634 Health & Welfare Fund, PA v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008795 180401123
United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania, on behalf of itself and all others similarly situated v. Purdue Pharma, LP, et al.	PA	Federal	N.D. Ohio	1:17-op-45177
United Food and Commercial Workers Local 23 and Employers Health Fund v. Endo Pharmaceuticals, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	180403485
Western Pennsylvania Electrical Employees Insurance Trust Fund v. Endo Pharmaceuticals, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	181002038
United Food and Commercial Workers Health and Welfare Fund Local 1529 and Employers Health and Welfare Plan and Trust v. McKesson Corporation et al.	TN	Federal	N.D. Ohio	1:18-op-45700

Case Caption	State	State/Federal	Jurisdiction	Docket Number
United Food and Commercial Workers Local 1995 and Employers Health and Welfare Fund v. McKesson Corporation, et al	TN	Federal	N.D. Ohio	1:18-op-46109
Fire and Police Retiree Health Care Fund, San Antonio v. Richard Sackler, et al.	TX	State	TX - 152nd Judicial District of Harris County	2018-63587 & 2019-33724
Fire and Police Retiree Health Care Fund, San Antonio v. Richard D. Sackler, et al.	TX	State	T.X. Bexar County	2019-CI-06151
IBEW LOCAL 716 ELECTRICAL MEDICAL TRUST v. MCKESSON CORPORATION, et al.	TX	Federal	N.D. Ohio	1:20-op-45148
South Central UFCW Unions and Employers Health & Welfare Trust v. McKesson Corporation, et al.	TX	Federal	N.D. Ohio	1:18-op-45998
Security Health Plan of Wisconsin, Inc. v. Purdue Pharma L.P., et al	WI	Federal	N.D. Ohio	1:19-op-45867
Al Marino, Inc. v. Purdue Pharma LP, et al.	WV	Federal	N.D. Ohio	1:19-op-45976

EXHIBIT B

Non-Exhaustive List of Plaintiff Class Members¹

Aboffs, Inc.	Brookhaven Ambulance Co., Inc. d/b/a South
Advanced C4 Solutions, Inc.	Country Ambulance
AFL-CIO Local 475 Health & Welfare Fund	Building Service Local 2 Welfare Fund
Agricultural Group Compensation Self-Insured Fund	Building Trades Welfare Benefit Fund
Al Marino, Inc.	Cardoza Plumbing Corporation
Allied Security Health & Welfare Fund	Carpenters Health & Welfare of Philadelphia & Vicinity
Alure Home Improvements	Cedar International Services, LLC
Amalgamated Union Local 450-A Welfare Fund	Central California Alliance for Health
American Federation of State, County and Municipal Employees (AFSCME) District Council 47 Health & Welfare Fund	Central States, Southeast and Southwest Areas Health Welfare Fund
American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan	Chicago Regional Council of Carpenters
American Resources Insurance Company, Inc	Chicago Regional Council of Carpenters Welfare Fund
Arizona Counties Insurance Pool	Cleveland Bakers and Teamsters Health and Welfare Fund
Arizona Municipal Risk Retention Pool	Commission on Medical Care, d/b/a
Arizona School Alliance for Workers Compensation Incorporated	Partnership HealthPlan of California
Asbestos Workers Local 6 Health & Welfare Fund	Corbett Aggregates Companies, LLC
Asbestos Workers Local Union No. 2 Welfare Fund	CWA Local 1181 Health Plan
Austin & Williams, Inc.	CWA Local 1182 & 1183 Health & Welfare Funds
Barnes, Iaccarino & Sheppard, LLC	Drywall Tapers Insurance Fund
Brer-Four Transportation Corporation	Eastern Atlantic States Carpenters Health Fund
Bricklayers and Allied Craftworkers Local Union No. 1 of PA/DE	F/K/A Northeast Carpenters Fund, NJ
Brighton Health Plan Solutions, llc d/b/a	Employer-Teamsters Local Nos. 175 & 505 Health & Welfare Fund
MagnaCare Administrative Services	Employer-Teamsters Local Nos. 175 & 505 Retiree Health & Welfare Fund
Brighton Health Plan Solutions, LLC d/b/a	Fire and Police Retiree Health Care Fund, San Antonio
	Flint Plumbing and Pipefitting Industry Health Care Fund

¹ The inclusion of an entity on Exhibit B is not an admission that the entity's claims have not been released in a prior settlement with Janssen.

Non-Exhaustive List of Plaintiff Class Members¹

MagnaCare Administrative Services and MagnaCare, LLC	Iron Workers Local 40 Health Fund
Gordon L. Seaman, Inc.	Iron Workers Local 417 Health Fund
Health Plan of San Joaquin	Ironworkers Local 580 Health & Benefit Plan
HMO Louisiana, Inc.	IUOE Local 138 Health Benefit Fund
Hollow Metal Trust Fund	John Martinez d/b/a John Martinez Trucking
Hui Huliau, A Native Hawaiian Organization	Kaya Associates, Inc.
IBEW Local 25 Health & Benefit Fund	Kentucky League of Cities Insurance Services
IBEW Local 716 Electrical Medical Trust	Laborers 17 Health Benefit Fund
IBEW Local 90 Benefits Plan	Laborers' District Council Building and Construction Health and Welfare Fund
Illinois Public Risk Fund	Laborers Local 1298 of Nassau & Suffolk Counties Welfare Fund
ILWU-PMA Welfare Plan	Laborers Local 235 Welfare Fund
Inland Empire Health Plan	Lassen County Office of Education
Intergovernmental Personnel Benefit Cooperative	LNO, Inc.
Intergovernmental Risk Management Agency	Local 22 Health Benefit Fund
International Brotherhood of Electrical Workers Local 728 Family Healthcare Plan	Local 279 Cleveland Teachers Union
International Brotherhood of Electrical Workers Local 98 Health & Welfare Fund	Local 342 United Marine Division Insurance Fund
International Brotherhood of Electrical Workers Local 98 Sound and Communication Health & Welfare Fund	Local 381 Group Insurance Fund
International Brotherhood of Trade Unions Local 713	Local 493 Teamsters Health Services and Insurance Plan
International Construction, Inc.	Local 671 Teamsters Health Services and Insurance Plan
International Intimates, Inc.	Local 677 Teamsters Health Services and Insurance Fund
International Union of Operating Engineers, Local 150	Local 713 I.B.O.T.U. Welfare Fund
International Union of Painters and Allied Trades 1974	Local 8A-28A Welfare Fund
International Union of Painters and Allied Trades, District Council No. 21 Welfare Fund	Local Initiative Health Authority for Los Angeles operating as L.A. Care Health Plan
Iron Workers Local 361 Health Fund	Local No. 25 Sheet Metal Workers Health & Welfare Fund

Non-Exhaustive List of Plaintiff Class Members¹

Local No. 38 IBEW Health and Welfare Fund	Ohio Carpenters Health Fund
Louisiana Agricultural Compensation Self-Insured Fund	Ohio Conference of Teamsters & Industry Health and Welfare Fund
Louisiana Assessors Insurance Fund	Painting Industry Insurance Fund
Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana	Philadelphia Federation of Teachers Health & Welfare Fund
Louisiana Loggers Self-Insured Fund	Phillip Fyman and Alexander Weingarten, M.D., P.C.
MAO-MSO Recovery II, LLC	Pioneer Telephone Cooperative, Inc. as Plan Sponsor and Fiduciary of Pioneer Telephone Cooperative, Inc. Employee Benefits Plan
MAO-MSO Recovery II, LLC	Pioneer Telephone Cooperative, Inc. Employee Benefits Plan
Marketing Services of Indiana, Inc.	Pipe Fitters Local Union No. 120 Insurance Fund
Massachusetts Bricklayers & Masons Trust Funds	Pipefitters Local 636 Insurance Fund
Mayflower Municipal Health Group	Pleasant Valley School District
Medford Volunteer Ambulance	Plumbers & Steamfitters Local 166 Health and Welfare Fund
Medical Mutual of Ohio	Plumbers Local Union No. 1 Welfare Fund
Merrick Library	Plumbers Local Union No. 68 Welfare Fund
Metallic Lathers and Reinforcing Iron Workers Local 46 Health & Benefit Fund	Plumbers' Local Union No. 690 Health Plan
Midwest Operating Engineers Health and Welfare Fund	Pointe Coupee Parish Health Services District Number 1
Minute Men Select, Inc.	Public Service Insurance Company
Minute Men, Inc.	Redwood Contracting Corp.
MSI Corporation	Risk Management, Inc.
MSP Recovery Claims, Series LLC	Roofers Local 149 Security Benefit Trust Fund
MSP Recovery Claims, Series LLC	Roofers Local 8 WBPA Fund
MSP Recovery Claims, Series LLC	San Francisco Health Plan
MSPA Claims 1, LLC	San Leandro Unified School District
MSPA Claims 1, LLC	Santa Barbara San Luis Obispo Regional Health Authority, d/b/a CenCal Health
National Roofers Union & Employers Joint Health & Welfare Fund	
New York City District Council of Carpenters Welfare Fund	
NOITU Insurance Trust Fund	
Northwest Arizona Employee Benefit Trust	

Non-Exhaustive List of Plaintiff Class Members¹

Security Health Plan of Wisconsin, Inc.	United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania
Shamrock Materials, LLC	
Sheet Metal Workers Local 19 Health Fund	United Food and Commercial Workers Local 1000 Oklahoma Health and Welfare Fund
Sheet Metal Workers Local 38 Insurance and Welfare Fund	United Food and Commercial Workers Local 1995 and Employers Health and Welfare Fund
South Central UFCW Unions and Employers Health & Welfare Trust	United Food and Commercial Workers Local 23 and Employers Health Fund
Southern Tier Building Trades Benefit Plan	United Food and Commercial Workers Union UFCW Local 1529 and Employers Health and Welfare Plan and Trust
Steamfitters Local 449 Medical & Benefit Fund	United Food and Commercial Workers Unions and Employers Health and Welfare Fund - Atlanta
Structural Steel 806 Health Plan	United Wire, Metal & Machine Local 810 Health Benefit Fund
Suffolk Transportation Services, Inc.	UOPW Local 175 Welfare Fund
Susanville Elementary School District	Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan
Teamsters Health Services and Insurance Plan Local 404	Wayne Farms, LLC
Teamsters Local 237 Retirees' Benefit Fund	West Bend Mutual Insurance Company
Teamsters Local 237 Welfare Fund	Westchester Heavy Construction Laborers Local 60 Health & Welfare Fund
Teamsters Local 237 Welfare Fund, NY	Western Pennsylvania Electrical Employees Insurance Trust Fund
Teamsters Local 445 Welfare Fund	Zenith Insurance Company
Teamsters Local 456 Welfare Fund	Znat Insurance Company
Teamsters Local No. 348 Health & Welfare Fund	
Teamsters Union Local No. 52 Health And Welfare Fund	
The Black Prince Distillery, Inc.	
The Par Group	
Thomas F. Corbett Associates, LLC	
Trustees of the Unite Here Local 634 Health & Welfare Fund, PA	
UFCW Local 1500 Welfare Fund	
UFCW Local 342 Healthcare Fund	
UFCW Local 342 Welfare Fund	
Uniformed Fire Officers Association Benefits Fund	
United Crafts Benefits Fund	

EXHIBIT C

United States District Court for the Northern District of Ohio
Eastern DivisionIN RE: NATIONAL PRESCRIPTION OPIATE
LITIGATION

MDL 2804

Case No. 1:17-md-2804

INSTRUCTIONS FOR SUBMITTING YOUR CLAIM FORM

IMPORTANT: *If you filed a claim to participate in the previous TPP Class Settlement in this case, or if you filed a claim to participate in the TPP class settlement in In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation, then you do not have to complete the full claim form and submit supporting data again. Please simply complete Section A on page 2 and check a box in Section E on page 7 to rely on your previous claim filing.*

A Third-Party Payor (TPP) Class Member or an authorized agent for a TPP Class Member may complete this Claim Form. The Claims Administrator may request supporting documentation in addition to the documentation and information requested below. The Claims Administrator may reject a claim if the TPP Class Member or its authorized agent does not provide all requested documentation and information in a timely manner. If both a TPP Class Member and its authorized agent submit a Claim Form, the Claims Administrator will review both and determine which is controlling, as well as the amount of the Claim, giving consideration to the extent to which the claims overlap or supplement one another.

If you are a TPP Class Member submitting a Claim Form on your own behalf, you must provide the information requested in “**Section A – COMPANY OR HEALTH PLAN TPP CLASS MEMBER ONLY**,” in addition to the other information requested in this Claim Form.

If you are an **authorized agent** of one or more TPP Class Members, you must provide the information requested in “**Section B – AUTHORIZED AGENT ONLY**,” in addition to the other information requested in this Claim Form.

If you are submitting a Claim Form only as an authorized agent of two or more TPP Class Members, you may submit a separate Claim Form for each TPP Class Member OR you may submit a “Consolidated Claim” via a single Claim Form for all such TPP Class Members.

For those Consolidated Claims that are being submitted for multiple TPP Class Members, the filer shall provide **aggregate** information as directed in Sections C or D of this Claim Form, and submit along with this Claim Form a chart identifying the TPP Class Members included in the Consolidated Claim, as directed in Section B. For each TPP Class Member included in the Consolidated Claim, the chart shall provide: (i) the name of the TPP Class Member claimant and (ii) the TPP Class Member’s Federal Tax Identification Number (FEIN).

The “TPP Methodology NDCs” and “TPP Methodology ICD Codes” necessary to complete Section C are available at **www.TPPOpioidSettlement.com**.

To qualify to receive a payment from the Settlement, you must complete and submit this Claim Form either on paper or electronically on the Settlement website, **www.TPPOpioidSettlement.com**, and you may need to provide certain requested documentation to substantiate your Claim.

Your failure to complete and submit the Claim Form postmarked (if mailed) or received (if submitted online) on or before _____, **2026**, will prevent you from receiving any payment from the Settlement. Submission of this Claim Form does not ensure that you will share in the payments related to the Settlement. If the Claims Administrator rejects or reduces your Claim, you may invoke the dispute resolution process described on page 7.

No. 1:17-md-2804 (N.D. Ohio)

MUST BE POSTMARKED ON OR BEFORE, OR SUBMITTED ONLINE BY
_____, 2026

THIRD-PARTY PAYOR CLAIM FORM

Use Blue or Black Ink Only

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF A THIRD-PARTY PAYOR (OR AN AUTHORIZED AGENT) AND NOT INDIVIDUAL CONSUMERS.

- Complete Section A only if you are filing as an individual TPP Class Member.
- Complete Section B only if you are an authorized agent filing on behalf of one or more TPP Class Members.

Section A: Company or Health Plan TPP Class Member Only

TPP Class Member Name

Contact Name

Care of (if applicable)

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Tax Identification Number (FEIN)

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used since January 1, 1996.

☐

Health Insurance Company/HMO

☐

Self-Insured Employee Health or Pharmacy Benefit Plan

☐

Self-Insured Health & Welfare Fund

☐

Other (Explain)

Section B: Authorized Agent Only

As an authorized agent, please check how your relationship with the TPP Class Member(s) is best described (you may be required to provide documentation demonstrating this relationship):

☐ Third-Party Administrator or Administrative Services Only Provider

☐ Pharmacy Benefit Manager

☐ Other (Explain):

Authorized Agent's Company Name

Contact Name

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every TPP Class Member (*i.e.*, Company or Health Plan) for whom you are submitting this Claim Form (attach additional sheets to this Claim Form as necessary). Alternatively, you may submit the requested list of TPP Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file. Contact the Claims Administrator to determine what formats are acceptable. Claim Forms submitted on behalf of two or more TPP Class Members are referred to as Consolidated Claims. In either case, the list shall be maintained as confidential by the Claims Administrator.

TPP CLASS MEMBER'S NAME

TPP CLASS MEMBER'S FEIN

Section C: TPP Claims Methodology 1 - Transactional Claims Data Available

Recognizing the difficulty of producing (claims or enrollment) data for the early part of the Class Period, we are asking for such data beginning only in 2008. TPP Class Members that are able to access pharmacy and medical transactional claims data from 2008-2024 must utilize the methodology outlined in this Section C to complete this Claim Form.

For the TPP Class Member(s) on whose behalf you are submitting this Claim Form, please provide the following information or utilize the forms for both individual and Consolidated Claims provided by the Claims Administrator at www.TPPOpioidSettlement.com.

- i. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify: the total dollar amount paid or reimbursed by the TPP Class Member(s) for the TPP Methodology NDCs from January 1, 2008 to September 3, 2024.
- ii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of member-years with an opioid use disorder (OUD) diagnosis based on the TPP Methodology ICD Codes from January 1, 2008 to September 3, 2024. Member-years with OUD diagnosis is the sum of the number of unique individuals with an OUD diagnosis within each year, totaled for the most recent 17 years of the damage period. (For example, if you had 10 people per year with OUD in each year for 5 years, that would equal 50 member-years with OUD diagnosis.)
- iii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of Covered Lives* as of January 1, 2024.
- iv. The TPP Claim amounts for TPP Class Members that provide the information identified above in this Section C will be calculated as follows:
 - a. The estimated medical cost of OUD (\$XX,XXX) will be multiplied by the number of member-years with OUD identified in Section C.ii.; and
 - b. The dollar value provided in Section C.i. will be combined with the dollar value derived in Section C.iv.a.

*“Covered Lives” means the number of enrollees or beneficiaries covered by the TPP.

What should I do if I have transactional data available for some years but not others?

You **must** follow Methodology 1 outlined in Section C to complete the Claim Form for **all** the years between January 1, 2008 to September 3, 2024 for which you have transactional data available. You may use Methodology 2 outlined in Section D to complete the Claim Form for any remaining years for which you do not have transactional data available.

Please note, if you use Methodology 2 to submit a Claim Form for years that you have or could obtain data for, your entire claim may be rejected.

State	Total Dollar Amount Paid	Member-Years with OUD Diagnosis	Covered Lives as of January 1, 2024

Section D: TPP Claims Methodology 2 - Transactional Claims Data Unavailable

A TPP Class Member that is unable to access pharmacy and medical transactional claims data from 2008 – 2024, as necessary to complete Section C above, should utilize the methodology outlined in this Section D to complete this Claim Form. TPP Class Members electing to utilize TPP Methodology 2 must attest below that they do not have access to the necessary transactional claims data for completing TPP Methodology 1.

For each TPP Class Member on whose behalf you are submitting this Claim Form, and on an *aggregated basis for entities filing Consolidated Claims*, list the number of Covered Lives* for each year in the applicable group of states. Spreadsheet templates of this chart are also available on the Settlement website for both individual and Consolidated Claims, www.TPPOpioidSettlement.com.

The Claims Administrator may request documents or other information from you to support your response below regarding your membership.

*"Covered Lives" means the number of enrollees or beneficiaries covered by the TPP.

	Group 1: AK, AZ, CA, CO, GA, HI, ID, IL, MN, NV, NM, NY, SC, TX, UT, VT, VA, WA, WY Covered Lives	Group 2: CT, IN, KS, LA, MD, MI, MS, MT, NE, NH, NC, ND, OR, SD, WI Covered Lives	Group 3: AL, AR, DE, DC, FL, IA, KY, ME, MA, MO, NJ, OH, OK, PA, RI, TN, WV Covered Lives
2008			
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			

If you are unable to break down the number of covered lives by state, please complete the chart below with the number of covered lives by year. You may receive less than you may have otherwise been eligible for in accordance with the Plan of Allocation.

	All States Covered Lives
2008	
2009	
2010	
2011	
2012	
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

For TPP Class Members electing to utilize TPP Methodology 2: After all Claims have been filed, the Claims Administrator will calculate an average dollar value per covered life, based on all TPP information accumulated from submissions pursuant to Section C. The Claims Administrator will apply this average dollar value to the information provided above in this Section D.

Section E: Proof of Payment and Disputes Regarding Claim Amounts

Please provide as much of the information requested above as possible. **If you submitted pharmacy transaction data supporting: (1) your claim in *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*; OR (2) your claim in the TPP Class Settlement with Settling Distributors in this case, then you do not need to submit transaction data with this claim, but you still must submit this claim form.** If you did not make a claim in *In re McKinsey* or in the previous TPP Class Settlement in this case, then you must complete this claim form and provide pharmacy transaction data supporting the claims identified in Section C.i. for amounts of \$300,000 or more. The Claims Administrator may also require pharmacy transaction data for claims of less than \$300,000, so keep related transaction data and any other claim documentation supporting your Claim (e.g., invoices) in case the Claims Administrator requests it later. If the Section C.i. amount is less than \$300,000, you should still provide the pharmacy transaction data with your Claim submission if you can.

☐ *Check this box if you provided data with your claim form in *In re McKinsey* and would like the Claims Administrator to use that data for your claim.*

☐ *Check this box if you provided data with your claim form in the previous TPP Class Settlement in this case and would like the Claims Administrator to use that data for your claim.*

Please keep all medical transaction data supporting your Section C.ii. amounts in case the Claims Administrator requests it later.

If, after an audit of your Claim, the Claims Administrator still has questions about your Claim and you have not provided sufficient documentation of your Claim, the Claims Administrator may reject your Claim.

If the Claims Administrator rejects or reduces your Claim and you believe the rejection or reduction is in error, you may contact the Claims Administrator to request further review. If the dispute concerning your Claim cannot be resolved by the Claims Administrator and Settlement Class Counsel, you may request that the Court review your Claim.

Section F: Certification

I/We have read and am/are familiar with the contents of the Instructions accompanying this Claim Form. I/We certify that the information I/we have set forth in the above Claim Form and in any documents attached by me/us are true, correct, and complete to the best of my/our knowledge. I/We certify that I/we, or the TPP Class Member(s) I/we represent:

- a. During the period January 1, 1996 to the date of entry of the Preliminary Approval Order, (i) paid and/or were reimbursed for Products that are identified in the TPP Methodology NDCs (which were manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members), for purposes other than resale, **and/or** (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, as identified in the TPP Methodology ICD Codes, on behalf of individual beneficiaries, insureds, and/or members; and
- b. Is not one of the following excluded parties: (1) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendants; (2) Pharmacy Benefit Managers ("PBMs"); (3) consumers; (4) fully insured plan sponsors; (5) Settling Defendants and their subsidiaries, affiliates, and controlled persons; (6) officers, directors, agents, servants, or employees of any Settling Defendant, and the immediate family members of any such

persons; (7) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s); and (8) anyone that excluded themselves from the TPP Class.

I/We further certify that I/we have provided all of the information requested above to the extent I/we have it.

I/We further certify that to the extent I/we am/are submitting this Claim Form pursuant to Section D, TPP Claims Methodology 2, above, I/we do not reasonably have access to the transactional claims data necessary to complete and submit this Claim Form pursuant to Section C, TPP Methodology 1.

To the extent I/we have been given authority to submit this Claim Form by one or more TPP Class Members on their behalf, and accordingly am/are submitting this Claim Form in the capacity of an authorized agent with authority to submit it, and to the extent I/we have been authorized to receive on behalf of the TPP Class Member(s) any and all amounts that may be allocated to them from the Settlement Fund, I/we certify that such authority has been properly vested in me/us and that I/we will fulfill all duties I/we may owe the TPP Class Member(s). If amounts from the Net Settlement Fund are distributed to me/us and a TPP Class Member later claims that I/we did not have the authority to claim and/or receive such amounts on its behalf, I/we and/or my/our employer will hold the Class, Settlement Class Counsel, Settling Defendants, and the Claims Administrator harmless with respect to any claims made by the TPP Class Member.

I/We further certify that that I/we, or the TPP Class Member(s) I/we represent, have authority to release all Released Claims on behalf of the TPP Class Member(s) and all other entities who are Releasers by virtue of their relationship or association with it/them.

I/We hereby submit to the jurisdiction of the United States District Court for the Northern District of Ohio for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form. I/We acknowledge that any false information or representations contained herein may subject me/us to sanctions, including the possibility of criminal prosecution. I/We agree to supplement this Claim Form by furnishing documentary backup for the information provided herein, upon request of the Claims Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this _____ day of _____ 2026.

Signature

Position/Title

Print Name

Date

Mail the completed Claim Form to the address below, postmarked on or before _____, 2026, or submit the information online at the Settlement website below by that date:

In re National Prescription Opiate Litigation
c/o A.B. Data, Ltd.
P.O. Box 173026
Milwaukee, WI 53217
Toll-Free Telephone: 1-877-411-4860
Website: www.TPPOpioidSettlement.com
Email: info@TPPOpioidSettlement.com

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form. Attach or upload any required documentation supporting your claim.
2. Keep a copy of your Claim Form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Claim Form, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Claims Administrator at info@TPPOpioidSettlement.com or via U.S. Mail at the address listed above.

EXHIBIT D

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**[PROPOSED] ORDER GRANTING THIRD PARTY PAYOR PLAINTIFFS’
MOTION FOR (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
AND (2) DIRECTION OF NOTICE UNDER FEDERAL RULE OF CIVIL PROCEDURE
23(e)**

Before the Court is Third Party Payor (“TPP”) Plaintiffs’ Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e), which seeks: (i) Preliminary Approval of the Settlement Agreement; (ii) preliminary certification, for settlement purposes only, of the Settlement Class; (iii) appointment of Interim Settlement Class Counsel and Interim Co-Lead Settlement Class Counsel; (iv) appointment of Settlement Class Representatives; (v) approval of the Notice and proposed Notice Plan; (vi) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (vii) appointment of the Notice and Claims Administrator; and (viii) an order staying and enjoining Actions against Janssen, including its subsidiaries and affiliates, as set forth below.

WHEREAS, a proposed Class Action Settlement Agreement (the “Settlement”) has been reached between Class Counsel for TPP Plaintiffs, on behalf of a proposed settlement class of TPPs, and Janssen¹ that resolves certain claims against Janssen pertaining to its manufacture, marketing, and distribution of opioids and alleged contribution to the opioid epidemic;

WHEREAS, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit __ to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF No. __), unless otherwise defined herein;

WHEREAS, Janssen does not oppose the Court’s entry of the proposed Preliminary Approval Order;

WHEREAS, this Court has presided over and managed these MDL proceedings since the United States Judicial Panel on Multidistrict Litigation (“JPML”) centralized the Actions before this Court, *In re: Nat’l Prescription Opiate Litig.*, 2017 WL 6031547 (J.P.M.L. Dec. 5, 2017);

WHEREAS, the Court finds it has jurisdiction over the Actions centralized before this Court in this MDL No. 2804, and the parties to those Actions, for purposes of Settlement and asserts jurisdiction over the Settlement Class Representatives for purposes of considering and effectuating this Settlement; and

WHEREAS, this Court has considered all of the presentations and submissions related to the Motion, as well as the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

NOW, THEREFORE, IT IS HEREBY ORDERED:

The proposed Settlement appears to be the product of intensive, thorough, serious, informed, and non-collusive negotiations; has no obvious deficiencies; does not improperly grant

¹ “Janssen” is defined here as set forth in Section I of the Class Action Settlement Agreement Among Third Party Payors and the Janssen Defendants.

preferential treatment to the Settlement Class Representatives or segments of the Class; and appears to be fair, reasonable, and adequate, such that notice of the Settlement should be directed to Settlement Class Members and a Fairness Hearing should be set.

Accordingly, the Motion is GRANTED.

I. CLASS DEFINITION, CLASS REPRESENTATIVES, AND CLASS COUNSEL

“Class” or “Settlement Class” includes:

All entities that (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale, and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

Excluded from the Class are:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with Janssen, (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and
2. (a) Janssen and its subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of Janssen, and the immediate family members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, are hereby appointed as Interim Settlement Class Counsel, and Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, are also hereby appointed as Interim Co-Lead Settlement Class Counsel, under Rule 23(g)(3) of the Federal Rules of Civil Procedure. Interim Co-Lead Settlement Class Counsel and Janssen are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

The following TPP Plaintiffs are appointed as Settlement Class Representatives: Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

II. PRELIMINARY FINDINGS

The Court is familiar with the standards applicable to certification of a settlement class. *See* Fed. R. Civ. P. 23(e); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997); *Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); Order Granting Plaintiff’s Unopposed Motion for Preliminary Approval of Settlement and Notice to Settlement Class, *Wiley v. TravelCenters of Am., LLC*, No. 1:21-cv-01093 (N.D. Ohio Aug. 25, 2022), ECF No. 19 (Polster, J.).

Applying these standards, the Court finds it will likely be able to certify, under Rule 23(e)(2), the proposed Settlement Class as defined above, for settlement purposes only, because the Class and its representatives likely meet all relevant requirements of Fed. R. Civ. P.

23(a) and (b)(3). In fact, the proposed settlement class is nearly identical to the TPP settlement class the Court previously certified. *See generally* Order Granting TPP Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Federal Rule of Civil Procedure 23(e) (September, 3, 2024), ECF No. 5616; Final Order and Judgment Granting TPP Plaintiffs’ Motion for Final Approval of Class Action Settlement, and Award of Attorneys’ Fees and Expenses and Settlement Class Representative Service Awards (January 15, 2025), ECF No. 5869.

III. NOTICE TO SETTLEMENT CLASS MEMBERS

The Court is also familiar with evolving methods of class notice. As applied here, the Court finds the content, format, and method of disseminating Notice—set forth in the Motion (ECF No. __), the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser in support of the Motion (ECF No. __-1), and the exhibits attached thereto—satisfy Rule 23(c)(2) and contemporary notice standards. The Court approves the notice program and directs that notice substantially in the form of the Proposed Notice be disseminated in the manner set forth in the proposed Settlement and Motion, the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser, and the Declaration of Eric J. Miller to Settlement Class Members under Rule 23(e)(1). No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Settlement Class Counsel shall serve on Janssen and file with the Court proof, by affidavit or declaration, of such distribution.

IV. PROPOSED SCHEDULE

Interim Settlement Class Counsel propose the below schedule for disseminating Notice, filing objections to the Settlement, requesting exclusion from the Class, and filing TPP Plaintiffs’ Motion for Final Approval and for Attorneys’ Fees and Expenses:

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Deadline for Janssen to provide Class Action Fairness Act notice to appropriate federal and state officials.	10 days after the filing of the Settlement with the Court	
Deadline for Notice and Claims Administrator to commence dissemination of Notice to Settlement Class Members via email and/or U.S. mail (the “Notice Date”).	14 days following entry of Preliminary Approval Order	
Deadline for Interim Settlement Class Counsel to serve on Janssen and file with the Court proof, by affidavit or declaration, of the dissemination of the Notice.	14 days following the Notice Date	
Deadline to submit opening briefs and supporting materials in support of Final Approval of Settlement and motion for attorneys’ fees and expenses.	25 days after the Notice Date	
Deadline for objectors to file Objections with the Court, and for Settlement Class Members to deliver written and signed Opt-Out Forms to Notice and Claims Administrator. For the avoidance of doubt, Opt-Out Forms must be received by Notice and Claims Administrator by such date.	45 days after the Notice Date	
Reply Memoranda in Support of Final Approval and Fee and Expense Application filed.	75 days after the Notice Date	
Fairness Hearing	No earlier than the later of: (1) 100 days following submission of the Motion for Preliminary Approval; or (2) 5 days following Janssen’s deadline to exercise their Walk-Away Right.	

The Fairness Hearing shall take place on [day] _____, **2026**, at __:__.m. at the United States District Court for the Northern District of Ohio, Carl B. Stokes United States Court House,

801 West Superior Avenue, Courtroom 18B, Cleveland, Ohio 44113-1837, before the Honorable Dan Aaron Polster, to determine whether the proposed Settlement is fair, reasonable, and adequate; whether it should be finally approved by the Court; and whether the Actions as to Janssen and Released Claims should be dismissed with prejudice under the Settlement and the notice program. Any application for Attorneys' Fees and Expenses submitted by Interim Settlement Class Counsel and any application for a Service Award to the Settlement Class Representatives will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

V. STAY OF ACTIONS AS TO JANSSEN

The stay of all MDL No. 2804 TPP Actions as to Janssen, including its past and present subsidiaries and affiliates, shall continue until this Court has made its final settlement approval determination. The Court hereby severs and stays the Class Representatives' and TPP Bellwether Plaintiffs' cases as to Janssen, including its past and present subsidiaries and affiliates, during the same period. In aid of the Court's jurisdiction over this Action, all Settlement Class Members are hereby enjoined from filing, commencing, prosecuting, continuing, litigating, intervening in, or participating as class members in any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class.

VI. PROCEDURE FOR OPT-OUTS AND OBJECTIONS

The procedure for Opt-Outs set forth in Section V.G. of the Settlement Agreement, and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement, as set forth in the Settlement Agreement and proposed Notices attached thereto, are approved. Opt-Out forms must be received by the Notice and Claims Administrator no later than the date designated for such purpose in the Notice and set forth in the chart above.

No “mass,” “class,” “group,” or otherwise combined Opt-Out Forms shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition including, but not limited to, subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures, clients, customers, or administrative services organization.

Any Settlement Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G. of the Settlement Agreement submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Section V.F., shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.

The procedure for Objections to the Settlement or to an award of fees or expenses to Settlement Class Counsel, as set forth in Section V.F. of the Settlement Agreement, is approved.

The assertion of an Objection does not operate to opt the TPP asserting it out of, or otherwise exclude that TPP from, the Settlement Class. A TPP within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form in accordance with the Settlement Agreement and this Order.

No later than seven (7) calendar days following the deadline set by the Court for Settlement Class Members to opt out from the Class, Interim Settlement Class Counsel shall direct and the Notice and Claims Administrator shall provide Janssen’s counsel with the Opt-Out Report identifying all requests to be excluded from the certified Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1. or were otherwise inadequate.

Pursuant to Section VI.C.2. of the Settlement Agreement, Janssen may, in its sole discretion, terminate the Agreement by serving written notice, by email and overnight courier, to

Interim Settlement Class Counsel within fifteen (15) calendar days following receipt by Janssen from Interim Settlement Class Counsel of the Opt-Out Report (the “Walk-Away Right”), unless such date is extended by mutual agreement of Interim Settlement Class Counsel and Janssen.

VII. SETTLEMENT ADMINISTRATION, NOTICE, AND CONTINUING JURISDICTION

The dates and deadlines set forth in this Preliminary Approval Order, including, but not limited to, the Fairness Hearing, may be extended by Order of the Court without further notice to Settlement Class Members, except that notice of any such extensions shall be included on the Settlement website. Settlement Class Members should check the Settlement website regularly for updates and further details regarding extensions of these deadlines. Opt-Out Forms and Objections must meet the deadlines and follow the requirements set forth in the approved Notice in order to be valid.

Interim Co-Lead Settlement Class Counsel and Janssen are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement not materially inconsistent with the Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, the form or content of the Notice, or any other exhibits the Settlement Class Representatives and Janssen jointly agree are reasonable or necessary, except as otherwise provided in the Settlement Agreement.

The Court appoints A.B. Data to serve as the Notice and Claims Administrator, and authorizes A.B. Data, through data aggregators or otherwise, to request, obtain, and use Settlement Class Members’ information for notice purposes.

Settlement Class Members that wish to participate in the Settlement shall complete and submit Claim Forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be submitted no later than _____, 2026. Any

Settlement Class Member that submits a Claim Form shall reasonably cooperate with the Notice and Claims Administrator, including by promptly responding to any inquiry made by the Notice and Claims Administrator. Any Settlement Class Member that does not timely submit a Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court. The Claim Form shall comply with the requirements set forth in the Settlement Agreement and any further requirements described in the form attached as Exhibit C to the Settlement Agreement.

The Court appoints Citibank, N.A. as Escrow Agent, which shall control and administer an Escrow Account to be established as set forth in the Settlement. By the later of May 15, 2026, or within fourteen (14) calendar days of Janssen's receipt of information and instructions required to effectuate a wire transfer in satisfaction of this paragraph, Janssen shall pay the Settlement Amount. The Escrow Agent may then direct payment of up to \$1,000,000.00 for reasonable Notice and Administrative Costs, including Taxes or Tax Expenses, as approved by this Court.

Any portion of the Escrow Account not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to Janssen, including interest accrued, if, for any reason, the Effective Date does not occur.

All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to the Settlement and/or further order(s) of the Court.

The Court also authorizes that the Escrow Account be established as a "qualified settlement fund" within the meaning of Treasury Regulations §1.468B-1. Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement.

The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

Neither this Preliminary Approval Order, the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be considered, construed or represented to be: (1) an admission, concession, or evidence of liability or wrongdoing; or (2) a waiver or any limitation of any defense otherwise available to Janssen.

If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* as of January 1, 2026 as set forth in Sections VI.B and V.C.2 of the Settlement, except as otherwise expressly provided in the Settlement Agreement. In such event, Janssen will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Actions. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE

EXHIBIT E

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING
THIRD PARTY PAYOR PLAINTIFFS' MOTION FOR (1) FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, AND (2) AWARD OF ATTORNEYS' FEES AND
EXPENSES AND SETTLEMENT CLASS REPRESENTATIVE SERVICE AWARDS**

Before the Court is Third Party Payor ("TPP") Plaintiffs' Motion for (1) Final Approval of Class Action Settlement,¹ and (2) Award of Attorneys' Fees and Expenses and Settlement Class Representative Service Awards. The background, procedural history, and Settlement terms were summarized in the Court's Order Granting TPP Plaintiffs' Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e). *See* ECF No. __ ("Preliminary Approval Order"). In brief, the Settlement between Interim Settlement Class Counsel for TPP Plaintiffs, on behalf of a proposed Settlement Class of TPPs,

¹ For the avoidance of doubt, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit __ to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF No. __).

and Janssen ² provides \$40 million to compensate the Settlement Class for harms allegedly incurred as part of the ongoing, nationwide opioid crisis.

I. CLASS CERTIFICATION AND SETTLEMENT APPROVAL

When presented with a motion for final approval of a class action settlement, a court first evaluates whether certification of a settlement class is appropriate under Rule 23(a)-(b) of the Federal Rules of Civil Procedure. Rule 23(a) provides that a class action is proper only if four requirements are met: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation. *See* Fed. R. Civ. P. 23(a)(1)-(4). As relevant here, certification of a Rule 23(b)(3) settlement class action requires that: (1) “the questions of law or fact common to class members predominate over any questions affecting only individual members”; and (2) “a class action [be] superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). In its Preliminary Approval Order, the Court concluded that the Settlement Class, as defined therein, and its Settlement Class Representatives were likely to satisfy these requirements and that Interim Settlement Class Counsel met the requirements of Rule 23(g). *See* Preliminary Approval Order at ___. The Court finds no reason to disturb its earlier conclusions, as the requirements of Rule 23(a), (b)(3), and (g) were satisfied then, and they remain satisfied now. Accordingly, the Court concludes that certification of the Settlement Class is appropriate.

After finding that the Settlement Class satisfies Rule 23(a) and (b)(3), the Court must determine whether the Settlement is fundamentally “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). The Court is familiar with the standards applicable to certification of a settlement class, having applied these standards in the Preliminary Approval Order to conclude that the

² “Janssen” is defined as set forth in Section I of the Class Action Settlement Agreement Among Third Party Payors and the Janssen Defendants.

Settlement appeared to be “fair, reasonable, and adequate[.]” *See* Preliminary Approval Order at ___. *See also Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); *Granada Invs., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205-06 (6th Cir. 1992) (noting that district courts enjoy broad discretion when applying the Rule 23(e)(2) factors).

Now, in granting final approval of the Settlement, the Court has considered each of the Rule 23(e) factors and finds that the Settlement Class Representatives and Interim Settlement Class Counsel have adequately represented the Settlement Class; the Settlement Agreement was negotiated at arm’s length; the relief provided for the Settlement Class is adequate; and the Plan of Allocation treats Settlement Class Members equitably relative to one another. *See* Fed. R. Civ. P. 23(e)(2).

These conclusions are bolstered by the Settlement Class Members’ favorable reaction to the Settlement: ___ TPPs objected to the settlement, and, out of over 40,000 potential Settlement Class Members that were notified, only ___ TPPs (less than ___%) excluded themselves from the settlement. This factor supports final approval. *See Whitlock*, 843 F.3d at 1093 (considering as part of the Rule 23(e)(2) seven-factor analysis “the reaction of absent class members”).

In addition, the Court finds that the Court-approved notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order fully complied in all respects with the requirements of Fed. R. Civ. P. 23 and due process, and the notice constituted the best notice practicable under the circumstances and was reasonably calculated under the circumstances to apprise the Settlement Class Members of the pendency of this Action, their right to object to or exclude themselves from the Settlement, and their right to appear at the Fairness Hearing.

The Court also finds that Janssen has complied with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, 1711–15, and its notice requirements by providing appropriate federal and state officials with information about the Settlement Agreement.

II. REQUESTED ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS

“The determination of a reasonable fee must be reached through an evaluation of a myriad of factors, all within the knowledge of the trial court, examined in light of the congressional policy underlying the substantive portions of the statute providing for the award of fees.” *United Slate, Tile & Composition Roofer, Damp & Waterproof Workers Ass’n, Local 307 v. G & M Roofing & Sheet Metal Co.*, 732 F.2d 495, 501 (6th Cir. 1984); *see also Feiertag v. DDP Holdings, LLC*, 2016 WL 4721208, at *6 (S.D. Ohio Sept. 9, 2016) (applying factors to determine a reasonable attorneys’ fee). Attorneys’ fees may be properly awarded as a “percentage of the fund method.” *Rawlings v. Prudential-Bache Props., Inc.*, 9 F.3d 513, 516 (6th Cir. 1993).

Interim Co-Lead Settlement Class Counsel request a fee award of __% of the Settlement Funds, plus all reimbursable costs and service awards. The fee amount includes the common benefit obligations due under the Court’s common benefit-related Orders (*see* ECF No. 4428, May 9, 2022 Ongoing Common Benefit Order). Such a fee award is consistent with the Court’s previous approval. *See* Distributors Final Approval Order at 8, 11-12 (Jan 15, 2025), ECF No. 5869.

III. CONCLUSION

Accordingly, the Court hereby orders, adjudges, finds, and decrees as follows:

The Court **DISMISSES** the Actions coordinated under MDL No. 2804 and all claims contained therein, as well as all of the Released Claims with prejudice as to the Released Entities

only. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

Only those entities listed in the Opt-Out Report appended to Exhibit 1 of the Supplemental Joint Declaration of Elizabeth J. Cabraser and Paul J. Geller (ECF No. __) that timely submitted valid requests to opt out of the Settlement Class are not bound by this Order. Those entities are not entitled to any recovery from the Settlement.

The Court **GRANTS** class certification for settlement purposes only.

The Court **CONFIRMS** the appointment of Interim Settlement Class Counsel Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, as Settlement Class Counsel. The Court also **CONFIRMS** the appointment of Interim Co-Lead Settlement Class Counsel Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, as Co-Lead Settlement Class Counsel.

The Court **CONFIRMS** the appointment of Settlement Class Representatives Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

The Court **GRANTS** Co-Lead Settlement Class Counsel's request for attorneys' fees and costs, subject to the Court's common benefit-related Orders. The Court hereby **AWARDS**: notice and administration costs, expert costs, and Settlement Class Counsel expenses; attorneys' fees of __% of the Settlement Funds; and the below service awards. The attorneys' fee award includes the common benefit obligations due under the Court's common benefit-related Orders, which shall be allocated by the existing Fee Panel among qualified applicants firms that it determines did

work that inured to the common benefit of the TPPs. The fee award net of the common benefit assessment shall be allocated by Co-Lead Settlement Class Counsel among firms actively litigating on behalf of the TPP Class, with any appeals to such allocation going to Special Master Cohen.

The Court **GRANTS** Settlement Class Counsel's request for service awards of \$50,000 to each of the Settlement Class Representatives which are TPP Bellwether Plaintiffs, *see* ECF No. 5225, and \$10,000 to the three other Class Representatives.

The Court hereby discharges and releases the Released Claims as to the Released Entities, as those terms are used and defined in the Settlement Agreement.

The Court hereby permanently bars and enjoins the institution and prosecution by any Settlement Class Representative, Settlement Class Member, Releasor, and anyone claiming through or on behalf of any of them, of any other action against the Released Entities in any court or other forum asserting any of the Released Claims, or any claim related in any way to the Released Claims, as those terms are used and defined in the Settlement Agreement.

All Settlement Class Members, Releasors, and anyone claiming through or on behalf of any of them, shall cooperate with Janssen to promptly dismiss with prejudice as to any of the Released Entities the Actions listed on Exhibit A to the Settlement Agreement that are not coordinated under MDL No. 2804 and all other pending litigation asserting any Released Claims against any of the Released Entities.

The Court hereby discharges and releases all Settlement Class Representatives, Settlement Class Members, and their counsel of the claims provided in Section IX.L of the Settlement Agreement.

Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim or of any wrongdoing or liability of Janssen

or Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Janssen or Released Entities in any civil, criminal, or administrative proceeding in any court or other forum. Notwithstanding the foregoing, Janssen and/or the Released Entities may file the Settlement Agreement and/or this Final Judgment in any other action that may be brought against them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or any theory of claim preclusion or issue preclusion or similar defense.

Therefore, pursuant to, and in accordance with, Fed. R. Civ. P. Rule 23, the Court hereby fully and finally approves the Settlement Agreement in its entirety and finds that the Settlement Agreement is fair, reasonable, and adequate. The Court also finds that the Settlement Agreement is in the best interests of the Settlement Class Representatives and all Settlement Class Members, and is consistent and in compliance with all applicable laws and rules. The Court further finds that the Settlement Agreement is the product of intensive, thorough, serious, informed, and non-collusive negotiations overseen by the mediator. The Court further finds that the Parties have evidenced full compliance with the Preliminary Approval Order.

All objections to the Settlement Agreement are found to be without merit and are overruled.

Without further approval from the Court, and without the express written consent of Settlement Class Counsel and Janssen, the Settlement is not subject to any material modification.

The terms of the Settlement and of this Final Order and Judgment are forever binding on the Settling Parties and Settlement Class Members, as well as their respective heirs, executors, administrators, predecessors, successors, affiliates, and assigns. Settlement Class Members include all entities within the Class definition in Section III.A.1. of the Settlement Agreement that did not submit a timely and valid Opt-Out in accordance with the procedures in the Settlement Agreement and the Preliminary Approval Order.

The Court finds that the Settlement is a good-faith settlement that bars any Claim by any Non-Released Entity against any Released Entities for contribution, indemnification, or otherwise seeking to recover all or a portion of any amounts paid by or awarded against that Non-Released Entity to any Settlement Class Member or Releasor by way of settlement, judgment, or otherwise on any Claim that would be a Released Claim were such Non-Released Entity and Janssen, to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law, including, without limitation, O.H. Code § 2307.28 and similar laws in other states or jurisdictions.

The Court further reserves and retains exclusive and continuing jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent as its administrator, and all future proceedings concerning the administration and enforcement of the Settlement Agreement and to effectuate its terms.

In the event that, for any reason, the Effective Date does not occur in accordance with the terms of the Settlement Agreement then: (i) this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated; (ii) all Orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement; and (iii) the Settlement Funds shall be returned to Janssen in accordance with the Settlement Agreement.

The Court finds, pursuant to Fed. R. Civ. P. 54(b), that there is no just reason for delay, and directs immediate entry of this Final Judgment by the Clerk of the Court.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE

JOINT DECL. EXHIBIT C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION
OPIATE LITIGATION

This Document Relates to:

ALL THIRD PARTY PAYOR ACTIONS

MDL 2804

Case No. 1:17-md-2804

**CLASS ACTION SETTLEMENT
AGREEMENT AMONG THIRD
PARTY PAYORS AND THE TEVA
DEFENDANTS**

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This Settlement Agreement, including all exhibits attached hereto (collectively, the “*Agreement*”), is entered into as of June 3, 2026, by and between Defendant Teva, as defined below, and Class Representatives, as defined below, both individually and on behalf of the Class in the above-captioned action. The Class Representatives, the Class, and Teva are collectively referred to for purposes of this Agreement as the “*Settling Parties*,” and each, individually, a “*Settling Party*.” This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein, and subject to the approval of the Court under Federal Rule of Civil Procedure 23(e).

I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

A. “*Action(s)*” means a lawsuit purportedly brought on behalf of any Third Party Payor against Teva coordinated under MDL No. 2804, *In re National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (“*MDL No. 2804*”) or a similar action filed in any other court (“*Parallel*” Actions), including, but not limited to, the Actions listed in Exhibit A.

B. “*Alleged Opioid Enterprise Members*” include any Defendant or Defendants, Teva, any named or unnamed front groups, key opinion leaders, pharmacy benefit managers (“PBM”), and other members of the supply chain for Products and/or industry related to Products, as so alleged in the TPP Bellwether Complaints.

C. “*Allocated Amount*” means the amount of the Net Settlement Funds payable to the Qualifying Class Member at issue.

D. “*Attorneys’ Fees and Expenses*” means (a) payment to Plaintiffs’ counsel of attorneys’ fees and reimbursable costs and charges (including expert and consulting fees) in an amount to be determined by the Court; and (b) payment of Service Awards to Class Representatives, if any, in an amount to be determined by the court. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds.

E. “*Claim(s)*” means any past, present, or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, fine, penalty, restitution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory, or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or

statutory damages, absolute liability, strict liability, restitution, remediation, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

F. “*Claim-Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

G. “*Claim Form*” means the document or online form, in the form attached as Exhibit C to this Agreement, that Class Members must submit to the Notice and Claims Administrator to receive a payment pursuant to this Agreement.

H. “*Class*” or “*Settlement Class*” has the meaning set forth in Section III.A.

I. “*Class Counsel*” or “*Settlement Class Counsel*” means, collectively, Elizabeth J. Cabraser and Eric B. Fastiff of Lieff Cabraser Heimann & Bernstein, LLP, Paul J. Geller and Mark J. Dearman of Robbins Geller Rudman & Dowd LLP, and James R. Dugan, II of The Dugan Law Firm, APLC, noting that putative class member United Health Corporation is and has been represented by Thomas Mahlum of Robins Kaplan LLP pursuant to Federal Rule of Civil Procedure 23(c)(2)(B)(iv).

J. “*Class Member*” or “*Settlement Class Member*” means an entity that falls within the definition of the Class and does not elect to opt out of the Class. For the avoidance of doubt, each Class Representative is a Class Member.

K. “*Class Representative(s)*” or “*Settlement Class Representative(s)*” means Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors’ Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

L. “*Co-Lead Class Counsel*” or “*Co-Lead Settlement Class Counsel*” means Elizabeth J. Cabraser of Lieff Cabraser Heimann & Bernstein, LLP, Paul J. Geller of Robbins Geller Rudman & Dowd LLP, who serve in their capacity as members of the Court-appointed Settlement Negotiating Committee, and James R. Dugan, II of The Dugan Law Firm, APLC.

M. “*Court*” means the United States District Court for the Northern District of Ohio.

N. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity of any kind whatsoever, from the beginning of time up to and through the Effective Date of this Agreement and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission,

breach of duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity arising from or relating in any way to (a) the availability, discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use, misuse or abuse of, diversion of, or operating procedures relating to, any Product, or any system, plan, policy, procedure, or advocacy relating to any Product or class of Products, or medical state or condition related to use of any Product, including, but not limited to, any unbranded or branded promotion, marketing, or advertising, unbranded information, patient support or assistance educational programs, consultancy, research or other programs, campaigns, lobbying, or grants, sponsorships, charitable donations, or other funding relating to any Product or class of Products or medical state or condition related to use of any Product; (b) the characteristics, properties, risks, or benefits of any Product or class of Products or medical state or condition related to use of any Product; (c) the monitoring, reporting, disclosure, non-monitoring, non-reporting, or non-disclosure to federal, state, or other regulators of orders for, or sales, or prescribing of, any Product or class of Products; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, a precursor or component of any Product, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate of any Product; and/or (e) diversion control programs or suspicious order monitoring (or lack thereof) or monitoring of prescribing (or lack thereof) related to any Product; provided, however, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include (a) noncompliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals; or (b) antitrust violations, breach of contract, or other commercial claims arising in the ordinary course of business between a Releasor and Teva that are wholly unrelated to the Released Claims.

O. “Defendants” means Purdue Pharma, L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; Par Pharmaceutical, Inc.; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica n/k/a Janssen Pharmaceuticals, Inc.; Johnson & Johnson; Noramco, Inc.; Tasmanian Alkaloids Pty. Ltd.; Teva Pharmaceutical Industries, Ltd.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Allergan Limited f/k/a Allergan plc f/k/a Actavis plc f/k/a Allergan, Inc.); Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson Pharmaceuticals, Inc.); Allergan Sales, LLC; Allergan USA, Inc.; Watson Laboratories, Inc.; Warner Chilcott Company, LLC; Actavis Pharma, Inc. f/k/a Watson Pharma, Inc.; Actavis South Atlantic LLC; Actavis Elizabeth LLC; Actavis Mid Atlantic LLC; Actavis Totowa LLC; Actavis LLC; Actavis Kadian LLC; Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc.-Salt Lake City; Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc.-Florida; Mallinckrodt plc; Mallinckrodt LLC; McKesson Corporation; Cencora, Inc.; Cardinal Health, Inc.; CVS Indiana, LLC; CVS Rx Services, Inc.; CVS TN

Distribution, LLC; CVS Orlando Florida Distribution, LLC; CVS Pharmacy, Inc.; Louisiana CVS Pharmacy, L.L.C.; Pennsylvania CVS Pharmacy L.L.C.; New Jersey CVS Pharmacy, L.L.C., Oklahoma CVS Pharmacy, L.L.C., CVS Health Corporation; Walgreens Holding Company, f/k/a Walgreens Boots Alliance, Inc.; Walgreen Co.; Walgreen Eastern Co., Inc.; Walmart Inc. f/k/a Wal-Mart Stores, Inc.; and Wal-Mart Stores East, LP.; and any and all other persons and entities named as Defendants in any lawsuit coordinated under or Parallel to MDL No. 2804.

P. “*Effective Date*” means the date of Final Judgment.

Q. “*Escrow Account*” means the interest-bearing account to be established and controlled by the Escrow Agent as set forth in Section IV.C.

R. “*Escrow Agent*” means Citibank, N.A., the escrow agent the Court approved.

S. “*Fairness Hearing*” means the proceedings to be held before the Court to determine whether the Class should be finally certified for settlement purposes; whether the Settlement should be approved as fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23(e)(2); whether a final judgment should be entered; and whether the motion for award of Attorneys’ Fees and Expenses and Service Awards, if any, should be granted.

T. “*Fee and Expense Award*” means an award by the Court of Attorneys’ Fees and Expenses.

U. “*Final Approval Order*” means the order entered by the Court, pursuant to Section V.H, approving this Agreement and directing the dismissal with prejudice of the Actions against Teva. The Final Approval Order shall be substantially in the form of the order attached hereto as Exhibit E, subject to Section V.A.2.

V. “*Final Judgment*” means the Final Approval Order when it has become final and non-appealable. The Final Approval Order shall be deemed to be the Final Judgment on: (a) the day following the expiration of the deadline for appealing the entry by the Court of the Final Approval Order (or for appealing any ruling on a timely motion for reconsideration of such Final Approval Order, whichever is later), if no such appeal is filed; or (b) if an appeal of the Final Approval Order is filed: (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Final Approval Order, or deny any such appeal or petition for certiorari, such that no further appeal is possible; or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline, including any extensions of time, for filing a petition for certiorari to the United States Supreme Court.

W. “*Net Settlement Funds*” means the Settlement Funds, less the payments set forth in Section VII.B.

X. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

Y. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

Z. “*Non-Released Entity*” means an entity that is not a Released Entity.

AA. “*Notice*” means the Court-approved form of the notice advising Class Members of their rights with respect to this Agreement in accordance with Section V.D.

BB. “*Notice and Administrative Costs*” means the reasonable sum of money to be paid out of the Settlement Funds for Notice to the Class and related administrative costs, including taxes and tax service costs, as approved by the Court.

CC. “*Notice and Claims Administrator*” means A.B. Data, Ltd., the notice and claims administrator approved by the Court.

DD. “*Notice Order*” means the Court order authorizing the dissemination of Notice to the Class.

EE. “*Notice Plan*” means the plan for distribution of Notice that is subject to Court approval as set forth in Section V.C.2.

FF. “*Objection*” means a written objection to the Settlement, or any part of this Agreement, as set forth in Section V.F.

GG. “*Opt-Out Form*” has the meaning set forth in Section V.G.

HH. “*Plaintiffs*” means the Third Party Payors that filed cases against Teva in federal court, which cases are coordinated as part of MDL No. 2804, or in state court, which cases are pending Parallel to MDL No. 2804, including, but not limited to, those Actions listed in Exhibit A. A non-exhaustive list of Plaintiffs that filed cases against Teva can be found in Exhibit B.

II. “*Plan of Allocation*” means the plan or formula of allocation of the Settlement Funds, to be approved by the Court, whereby the Net Settlement Funds shall in the future be distributed to Class Members.

JJ. “*Preliminary Approval Order*” means the order (or orders) of the Court preliminarily approving this Agreement and the Settlement, as set forth fully in Section V.C. The Preliminary Approval Order submitted to the Court shall be substantially in the form of the order attached hereto as Exhibit D, subject to Section V.A.1.

KK. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as

any product containing any such substance. It also includes: (1) carisoprodol; gabapentin; a benzodiazepine, including chlordiazepoxide, clobazam, clorazepate, lorazepam, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, or midazolam;; (2) zolpidem when used in combination with opioids or opiates; and (3) a combination or “cocktail” of any chemical substance, including but not limited to any stimulant, prescribed, sold, bought, or dispensed to be used together with opioids or opiates. “Product” includes, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, dihydrocodeine, levorphanol, pentazocine, propoxyphene, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances, or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentences. Further, “Product(s)” includes, but is not limited to, the following: (a) Anexsia, Bancap HC, Combunox, Dilaudid, Dilaudid HP, Duradyne, Esgic with Codeine, Fiorinal with Codeine, Fioricet with Codeine, Kadian, Lorcet, Lorcet Plus, Maxidone, MoxDuo, Norco, Procet, Reprexain, Vicodin, Vicodin ES, Vicodin HP, and Vicoprofen, and any type, version, strength, or dosage of the foregoing; (b) Aspirin + butalbital + caffeine + codeine phosphate, Fentanyl citrate injection, Fentanyl citrate tablet, Fentanyl transdermal, Homatropine methylbromide + hydrocodone bitartrate, Hydrocodone + acetaminophen, Hydrocodone + ibuprofen, Hydromorphone tablet, Meperidine hydrochloride injection, Meperidine hydrochloride tablet, Morphine sulfate capsule, Morphine sulfate injection, Morphine sulfate tablet, Oxycodone, Oxycodone + acetaminophen, Oxycodone + aspirin, Oxycodone + hydrochloride, Oxycodone + ibuprofen, Oxymorphone tablet, Tramadol hydrochloride, and any type, version, strength, or dosage of the foregoing; and (c) Duragesic, Nucynta, Nucynta ER, Tylenol with Codeine, Tylox, Ultram, Ultram ER, Ultracet, and any type, version, strength, or dosage of the foregoing.

LL. “*Qualifying Class Members*” means Class Members that submit a Claim Form and that have been determined by the Notice and Claims Administrator to be eligible under the Plan of Allocation to receive an Allocated Amount.

MM. “*Released Claims*” means any and all Claims, including Unknown Claims, against the Released Entities that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against the Released Entities by any Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by any Releasors (whether or not such Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such Claims relate to Covered Conduct. “Released Claim” shall be

interpreted broadly. For the avoidance of doubt, Released Claims do not include Claims of individuals or entities outside the Class, including Claims by individuals for personal injuries. Nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

NN. “*Released Entities*” means Teva and:

1. all past and present subsidiaries, divisions, affiliates, predecessors, successors, and assigns (in each case, whether direct or indirect) of Teva;
2. all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);
3. the respective past and present officers, directors, members, partners, trustees, employees, agents and attorneys of any of the foregoing (each for actions that occurred during and related to their work for, or employment with Teva or the foregoing entities);
4. all past and present joint ventures (whether direct or indirect) of Teva or its subsidiaries, including in Teva’s or its subsidiary’s capacity as a participating member in such joint venture;
5. all direct or indirect parents and shareholders of Teva (solely in their capacity as parents or shareholders of Teva with respect to Covered Conduct); and
6. any insurer of Teva or any person or entity otherwise described in subsections (1)-(5) above (solely in its role as insurer of such person or entity and subject to the last sentence of Section I.MM.).

Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, CVS Health Corp., Walgreens Boots Alliance, Inc., and Walmart Inc. (collectively, the “*Pharmacies*” and each, a “*Pharmacy*”) are not Released Entities, nor are their direct or indirect past or present subsidiaries, divisions, predecessors, successors, assigns, joint ventures, shareholders, officers, directors, members, trustees, or employees (shareholders, officers, directors, members, trustees, and employees for actions related to their work for, employment with, or involvement with the Pharmacies) Released Entities. Notwithstanding the prior sentence, any joint venture or past or present subsidiary of Teva is a Released Entity, including any joint venture between Teva or Teva’s subsidiary and a Pharmacy (or any subsidiary of a Pharmacy); *provided, however*, that any joint venture partner of Teva or Teva’s subsidiary is not a Released Entity unless it falls within subsections (1)-(6) above. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Teva after the Effective Date is not a Released Entity.

OO. “Releasers” means Plaintiffs, any Class Representatives, the Class, all Class Members and each of their past, present, and future direct or indirect parents, subsidiaries, divisions, departments, boards, committees, sister companies, affiliates, joint ventures, predecessors, assigns, related entities, holding companies, unincorporated business units, contractors, vendors, independent stockholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing and any person or other entity claiming by or through any of the foregoing), provided, however, that any entity excluded from being a Class Member under Section III.A.1.b. is excluded from the definition of Releaser. The inclusion or exclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity may not be a Class Member.

PP. “*Service Award(s)*” means any award made by the Court to the Class Representatives in connection with their service as representatives of the Class. Service Awards shall be paid from the Settlement Funds.

QQ. “*Settlement*” means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.

RR. “*Settlement Amount*” means the agreed upon total payment of forty-five million U.S. Dollars (\$45,000,000.00), inclusive of any and all expenses, fees, and costs, including without limitation any common benefit assessment owed pursuant to the Ongoing Common Benefit Order in MDL No. 2804,¹ which sums represent compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for costs incurred to pay for the care and treatment of individuals with substance use disorder, opioid use disorder, or other opioid-related conditions.

SS. “*Settlement Funds*” means the Settlement Amount plus any interest that may accrue on the Settlement Amount from the date Teva pays the Settlement Amount or any portion thereof.

TT. “*Teva*” includes, but is not limited to Teva Pharmaceutical Industries Ltd.; Teva Pharmaceuticals USA, Inc.; Watson Laboratories, Inc.; Actavis LLC; Actavis Pharma, Inc., f/k/a Watson Pharma, Inc.; Actavis Elizabeth LLC; Actavis Mid Atlantic LLC; Warner Chilcott Company, LLC; Actavis South Atlantic LLC; Actavis Totowa LLC; Actavis Kadian LLC; Actavis Laboratories UT, Inc., f/k/a Watson Laboratories, Inc.-Salt Lake City; Actavis Laboratories FL, Inc., f/k/a Watson Laboratories, Inc.-Florida; and Anda, Inc. Teva does not include Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson

¹ For the avoidance of doubt, the Settlement Amount is limited to \$45,000,000.00 and under no circumstances will Teva be responsible for any additional expenses, costs, or fees related to the Settlement. Teva shall not be responsible for making payments for any attorneys’ fees and costs, beyond amounts specified in this Agreement, including but not limited to any attorneys’ fees and costs due as a consequence of this Agreement into any common benefit fund. Thus, in the event any court orders payment into a common benefit fund, the money will be paid out of the Settlement Amount by Class Counsel, the timing of which shall be subject to the same installments as Teva’s settlement payments, and Teva shall not be responsible for making any payment beyond the Settlement Amount.

Pharmaceuticals, Inc.), and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc).

UU. “*Teva’s Counsel*” means Morgan Lewis & Bockius LLP, or any other law firm so designated in writing by Teva.

VV. “*Third Party Payor*” means an entity meeting the criteria defined in Section III.A.1.a.

WW. “TPP Bellwether Complaints” means the complaints filed in Case Nos. 17-op-45177 (N.D. Ohio), 18-op-45002 (N.D. Ohio), 18-op-46223 (N.D. Ohio), and 18-op-46186 (N.D. Ohio), and the placeholder class action complaint submitted in MDL No. 2804 in connection with Case No. 18-op-45013 (N.D. Ohio).

XX. “*Unknown Claims*” means any Released Claim that a Class Member does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities, or might have affected their decision not to object to this Settlement.

YY. “*Walk-Away Right*” means Teva’s right to terminate the Agreement as set forth in Section VI.C.

II. Representations and Warranties

A. **Class Representatives’ Representations and Warranties.** Class Representatives represent and warrant to Teva that the Class Representatives are members of the Class; have reviewed, and approve, the terms of this Agreement; and will take all actions reasonably necessary and appropriate to support and obtain this Settlement’s approval, implementation, and enforcement. Class Representatives further represent and warrant to Teva that: (1) no portion of any relief under this Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other person or entity, except: (a) as it relates to payments to counsel pursuant to any Fee and Expense Award or order of the Court; or (b) pursuant to any lawful grant from a governmental entity, loan, or lien; (2) each Class Representative has authority to release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it; and (3) none of the Class Representatives will submit an Opt-Out Form, file an Objection, nor otherwise challenge the Settlement.

B. **Class Counsel’s Representations and Warranties.** Class Counsel represents and warrants to Teva as follows:

1. Each of the Class Representatives is a Class Member, unless it chooses to opt-out of the Settlement.

2. Each of the Class Representatives has received legal advice from Class Counsel regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
3. No portion of any of the Released Claims possessed by any of the Class Representatives and no portion of any relief under this Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other person, except pursuant to any contingency fee agreement with Class Counsel, or to any lawful grant from a governmental entity, loan, or lien.
4. None of the Class Representatives have relied, or are relying, on any statement, representation, omission, inducement, or promise by Teva, their agents, or their representatives, except those expressly stated in this Agreement.
5. Each of the Class Representatives, through Class Counsel, has investigated the law and facts pertaining to the Released Claims and the Settlement.
6. Each of the Class Representatives has been provided this Agreement and is voluntarily entering into this Agreement after having consulted with Class Counsel or other attorneys.
7. Each of the Class Representatives has all necessary competence and authority to enter into this Agreement on its own behalf and on behalf of the Class, has authorized the execution and performance of this Agreement, has authorized Class Counsel to sign this Agreement on its behalf, and has authority to release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it.
8. Class Counsel has believed, and currently believes, the Settlement is fair, reasonable, adequate, and beneficial to each Class Member and that participation in the Settlement would be in the best interests of each Class Member.
9. Because Class Counsel has believed, and currently believes, that the Settlement is in the best interests of each Class Member, Class Counsel will not solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, seek any relief inconsistent with this Settlement, or otherwise challenge the Settlement. For the avoidance of doubt, none of the Class Representatives will submit an Opt-Out Form, file an Objection, nor otherwise challenge the Settlement. None of the Class Representatives have solicited (or will solicit), or assisted others (or

will assist others) in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or otherwise challenge the Settlement.

10. Class Counsel has all necessary authority to enter into and execute this Agreement on behalf of Class Representatives and Class Members.
11. Each of the Class Representatives has approved and agreed to be bound by this Agreement.
12. The representations of each Class Representative set forth in Section II.A. are true and correct to the best of Class Counsel's knowledge.

C. **Teva's Representations and Warranties.** Teva represents and warrants to the Class Representatives as follows:

1. Teva has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
2. Teva is not relying on any statement, representation, omission, inducement, or promise by the Class Representatives, Class Members, or Class Counsel, except those expressly stated in this Agreement.
3. Teva, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement.
4. Teva has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys.
5. Teva has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

III. Class Definition

A. **Class Certification.** The Class Representatives and Teva agree jointly to request that the Court certify the Class defined below under Federal Rule of Civil Procedure 23(b)(3):

1. The Class shall consist of the following:
 - a. All entities that: (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale; and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid

drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

b. The following are excluded from the Class:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with Teva; (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and

2. (a) Teva and its subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of Teva, and the immediate family members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

B. Ability to Cure Omissions. In the event that the Settling Parties agree that an Action or entity was omitted from Exhibit A or B, the Settling Parties may, at any time before entry of the Final Approval Order, amend such Exhibit to add such Action or entity. The Settling Parties agree that they will act reasonably in considering any claim of such omission. But for the avoidance of doubt, Exhibits A and B are non-exhaustive lists, and inclusion on either exhibit is not necessary for an Action or a Class Member to be part of this Settlement.

C. Certification for Settlement Purposes Only. The Settling Parties agree that any certification of the Class will be for settlement purposes only. The Settling Parties do not waive or concede any position or arguments they have for or against certification of any class for any other purpose in any action or proceeding, and the Settling Parties retain full right and ability to contest any such class certification.

IV. Settlement Funds

A. Settlement Payment. Teva shall pay the Settlement Amount in consideration of the covenants, agreements, and releases set forth herein.

1. Teva shall pay by wire transfer a portion of the Settlement Amount sufficient to cover the Notice and Administrative Costs, and any Taxes and Tax Expenses as they become due, but in no event greater than \$1,000,000.00, into the Escrow Account at the Escrow Agent within twenty-one (21) calendar days of the later of: (i) Preliminary Approval of the Agreement; or (ii) Teva's receipt of the information and instructions required to effectuate the wire transfer. Teva shall pay by wire transfer the remainder of one-third of the Settlement Amount (\$15,000,000.00, less any amount previously transferred into the Escrow Account to cover Notice and Administrative Costs and any Taxes and Tax Expenses that have come due) into the Escrow Account no later than fourteen (14) calendar days after Teva's deadline to exercise its Walk Away Right as set forth in Section VI.C.2. Teva shall pay by wire transfer the remaining two-third of the Settlement Amount (\$30,000,000.00) into the Escrow Account on or before March 1, 2028.
2. The Settlement Amount shall not be subject to reduction, and, upon the occurrence of the Effective Date, no funds may be returned to Teva.

B. No Additional Payment Obligations. The obligations incurred pursuant to this Agreement shall be in full and final disposition and settlement of all Released Claims. The Settlement Amount paid or provided by Teva is its sole monetary obligation under this Agreement. Once the Settlement Amount is paid, Teva shall have no further monetary obligations of any sort or kind to Plaintiffs, the Class, or any counsel for Plaintiffs pursuant to this Agreement or the Settlement. Under no circumstances will Teva be required to pay more than the Settlement Amount pursuant to this Agreement and the Settlement set forth herein. For purposes of clarification, the payment of Taxes and Tax Expenses (as set out in Section IV.D), any Fee and Expense Award, the Notice and Administrative Costs, any Service Awards, and any other costs associated with the implementation of this Agreement, shall be exclusively paid from the Settlement Funds. Notwithstanding the foregoing, Teva shall be responsible at its own cost, separate from the Settlement Amount, for providing such notices as the Class Action Fairness Act of 2005 may require.

C. The Escrow Account and Agent.

1. Plaintiffs have arranged for the Escrow Account to be established at Citibank, N.A., with such bank serving as the Escrow Agent subject to an escrow agreement, and such escrow to be administered under the Court's continuing supervision and control. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.

2. The Escrow Agent shall invest the Settlement Amount deposited pursuant to Section IV.A.1. in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S. government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Escrow Agent will not invest in any instruments that a “qualified settlement fund,” within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service (“IRS”) guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Escrow Account, and any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from Teva. Teva shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent or any transactions executed by the Escrow Agent related to the investment of the Settlement Funds.
3. The Escrow Agent shall not, and Class Counsel shall not instruct the Escrow Agent to, disburse the Settlement Funds, except as provided in the Agreement or by order of the Court. For the avoidance of doubt, the Escrow Agent is authorized, and Co-Lead Class Counsel is authorized to instruct the Escrow Agent, to execute such transactions as are consistent with the terms of the Agreement or as directed by the Court.
4. All funds held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the Court.

D. Taxes.

1. The Escrow Account shall be, and shall be treated by the Settling Parties, the Escrow Agent, and Class Counsel as being at all times, a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the Court shall have continuing jurisdiction over the Escrow Account, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over Class Counsel as its tax administrator. Class Counsel shall not take any action or tax position inconsistent with such treatment. In addition, Class Counsel shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section IV.D, and shall, in any event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), 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 Class Counsel 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. Class Counsel agrees to take any other reasonable actions as shall be necessary to ensure that the Escrow Account qualifies as a qualified settlement fund for federal and state income tax purposes, including, but not limited to, requesting the Court to formally: (i) approve the Escrow Account as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1; and (ii) confirm its continuing jurisdiction over the Escrow Account. Notwithstanding anything in the Agreement to the contrary, Class Counsel shall not on behalf of or in connection with the Escrow Account request a private letter ruling, technical advice memorandum, or any other ruling or guidance from the IRS, or any other taxing authority on any matter without consulting with and obtaining the prior written consent of Teva.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local, or foreign law, as applicable), the qualified settlement fund “administrator” shall be Class Counsel. Class Counsel shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local, or foreign law, as applicable) by, for example: (i) satisfying any information reporting or withholding requirements imposed with respect to the Escrow Account, including with respect to any distributions from the Escrow Account; (ii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Escrow Account (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iii) sending copies of all such tax returns and filings to Teva; and (iv) providing instructions for the release of sufficient funds from the Escrow Account to pay all Taxes owed by the Escrow Account in accordance with Section IV.D.3. and Treas. Reg. § 1.468B-2 and any applicable state, local, or other tax laws. Such returns, as well as the relation-back election described in Section IV.D.1., shall be consistent with the provisions of this Section IV.D.2 and in all events shall reflect that all Taxes as defined in Section IV.D.3 on the income earned by the Escrow Account shall be paid out of the Settlement Funds as provided in Section IV.D.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15 of the year following each calendar year in which such Released Entity makes a transfer to the Escrow Account. The Released Entities shall have no responsibility or liability for the Escrow Account’s tax returns or other filings.

3. The following shall be paid out of the Settlement Funds: (i) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Escrow Account, including, without limitation, any taxes or tax detriments that may be imposed upon Teva, their counsel, or any Released Entity with respect to any income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a qualified settlement fund for federal or state income tax purposes (collectively, “*Taxes*”); and (ii) all expenses and costs incurred in connection with the operation and implementation of this Section IV.D.3, including, without limitation, expenses of tax attorneys and/or accountants (including the Escrow Agent) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section IV.D.3 (collectively, “*Tax Expenses*”). In all events, neither Teva nor any other Released Entity nor their counsel shall have any liability or responsibility for the Taxes described in clause (i) above or the Tax Expenses. With funds from the Escrow Account, the Escrow Agent and Class Counsel shall indemnify and hold harmless Teva and any other Released Entity and its counsel for Taxes described in clause (i) above and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes described in clause (i) above and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Escrow Account and shall timely be paid, at Class Counsel’s direction, by the Escrow Agent out of the Settlement Funds without prior order from the Court. Class Counsel and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members or Class Counsel, as the case may be, any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local, or foreign law, as applicable). Neither Teva nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Escrow Agent, Class Counsel, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section IV.D.3 and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to the Agreement.
4. Teva and Class Counsel agree that: (i) each of the Class Members is enforcing its rights as a private party and is not enforcing any rules or exercising any regulatory powers, in either case as part of a governmental function; and (ii) the Settlement Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Class Members to the same position or

condition that they would be in had the Class Members not suffered alleged damage or harm allegedly caused by Teva. Upon request by Teva, the Class Representatives and Class Counsel agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Teva to establish the tax treatment described in this paragraph to the satisfaction of their tax advisors, their independent financial auditors, the IRS, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any other subsequently proposed or finalized relevant regulations or administrative guidance.

V. Approval and Notice

A. Approval and Effectiveness.

1. It is a condition to the Settlement that: (a) within a reasonable time period after execution of this Agreement, the Court approve and enter the Preliminary Approval Order, substantially in the form attached as Exhibit D, provided that any material modification to the Preliminary Approval Order must be acceptable to the Class Representatives and Teva; and (b) the Preliminary Approval Order remain in full force and effect until entry of the Final Approval Order. Any material modification to the Settlement imposed by the Court as a condition of its Preliminary Approval Order must be agreed to by the Class Representatives and Teva in order for the Agreement to remain binding. For the avoidance of doubt, any modification to the Preliminary Approval Order that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.
2. It is a condition to the Settlement that: (a) within a reasonable time period after the Preliminary Approval Order, including a reasonable period for notice to the Class and other settlement approval-related dates and deadlines as set by the Court, the Court approves and enters the Final Approval Order, substantially in the form attached as Exhibit E, provided that any material modification to the Final Approval Order must be acceptable to the Class Representatives and Teva; and (b) the Final Approval Order remains in full force and effect until it becomes a Final Judgment. Any material modification to the Settlement imposed by the Court as a condition of its Final Approval Order must be agreed to by the Class Representatives and Teva in order for the Agreement to remain binding. For the avoidance of doubt, any modification to the Final Approval Order that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.

3. It is a condition to the Settlement that the Final Approval Order not be reversed, vacated, or substantially modified on appeal, a motion for reconsideration, or other review and that it becomes a Final Judgment. Any material modification to the Settlement imposed by the Court or an appellate court, subsequent to the Final Approval Order, must be agreed to by the Class Representatives and Teva in order for the Agreement to remain binding. For the avoidance of doubt, any modification imposed by the Court or an appellate court that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.
4. The Settling Parties agree that the Settlement is not final and enforceable until the Effective Date, except as to any provisions that the Agreement provides shall occur prior to the Effective Date. The Preliminary Approval Order and the Final Approval Order shall be enforceable upon entry in accordance with their terms.

B. Reasonable Best Efforts to Effectuate This Settlement. The Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. The Settling Parties have worked, and will continue to work, cooperatively to complete and submit promptly to the Court for approval the Motions for Preliminary Approval and Final Approval and such additional documentation as may be necessary for the Court to make the determinations required hereunder, and to address any concerns regarding the Agreement or the Settlement identified by the Court or any court of appeal.

C. Preliminary Approval.

1. No later than 30 days after the execution of this Agreement, Class Counsel shall submit the Agreement together with its Exhibits to the Court and shall apply for entry of the Preliminary Approval Order (the "*Motion for Preliminary Approval*") pursuant to Federal Rule of Civil Procedure 23(e).
2. The Motion for Preliminary Approval shall request the entry of a Preliminary Approval Order that includes: (i) the findings required by Federal Rule of Civil Procedure 23(e)(1)(B); (ii) approval of the Notice and proposed Notice Plan; (iii) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (iv) the appointment of the Escrow Agent as set forth in Section IV.C; (v) continuing the stay of all Actions in MDL No. 2804 as to Teva until the Court has made its final settlement approval determination; (vi) severing and staying the Actions brought by the TPP Bellwether Plaintiffs as to Teva until the Court has made its final settlement approval determination; and (vii) enjoining all Class Members from filing, commencing, prosecuting, continuing,

litigating, or intervening in or participating as class members in, any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class. The Preliminary Approval Order shall provide that if this Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the Settling Parties shall be returned to the status quo that existed immediately prior to January 1, 2026, except as expressly provided herein.

3. Class Counsel shall provide Teva with a draft of their Motion for Preliminary Approval, together with any accompanying memorandum of law and proposed form of notice, at least five (5) business days in advance of filing and shall consider in good faith any suggestions that Teva may have. Class Counsel shall not file such a motion without Teva's consent, which consent shall not be unreasonably withheld.

D. Notice to the Class.

1. Notice of the Settlement shall be given as soon as practicable after Preliminary Approval and, in any event, the notice process shall commence no later than fourteen (14) calendar days following the entry of the Preliminary Approval Order. Notice shall be provided by the Notice and Claims Administrator to Class Members, subject to any modifications required by the Court. Any Opt-Out or Objection requirements set out in the Notice, as approved by the Court in its Preliminary Approval Order, shall substantially reflect the Opt-Out and Objection requirements as set forth in this Agreement.
2. Class Counsel shall submit to the Court for approval a proposed form of, method for, and schedule for dissemination of Notice to the Class. The Motion for Preliminary Approval shall recite and ask the Court to find that the proposed form of and method for dissemination of Notice to the Class constitutes valid, due, and sufficient notice, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.
3. Class Counsel shall seek an order authorizing and ordering the Notice and Claims Administrator to submit a report to the Court, Class Counsel, and Teva (an "*Opt-Out Report*"), which shall be provided no later than seven (7) calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, identifying all requests to be excluded from the Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1. or were otherwise inadequate.

4. No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Class Counsel shall serve on Teva and file with the Court proof, by affidavit or declaration, of such dissemination.

E. **CAFA Notice.** Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Teva shall serve notice of the Settlement on the appropriate federal and state officials no later than ten (10) calendar days after the filing of this Agreement with the Court. If the Settlement does not become final for any reason, Teva shall not recover the notice and notice administration costs, including any costs of providing notice pursuant to the Class Action Fairness Act of 2005, which Teva shall cover independently and separate from the Settlement Amount due to the Class under this Agreement.

F. **Objections to Settlement.**

1. **Form of Objection & Deadline for Filing.** The Notice shall require that any Objection to the Settlement, or any part of this Agreement, including Attorneys' Fees and Expenses, the Class Representatives' Service Awards, or the Plan of Allocation, be in writing. The deadline for filing the Objection with the Court shall be forty-five (45) calendar days after commencement of the dissemination of the Notice.
2. **Content of Objection.** The written Objection filed with the Court shall:
(a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys' Fees and Expenses, and/or application for Service Awards to Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (d) state whether the Objection applies only to the objector, to a subset of the Class, or to the entire Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector's membership in the Class, such as the objectors' status as a Third Party Payor within the Class; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement.
3. **Waiver.** Any Class Member that does not object in the manner provided herein shall be deemed to have waived such Objection and shall forever be foreclosed from making any Objection to the fairness or adequacy of the proposed Settlement, the Plan of Allocation, the Attorneys' Fees and

Expenses, or to any Service Award, unless otherwise ordered by the Court. All presentations of Objections will be further limited by the information listed in the Objection. A Class Member's compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of Objections at the Fairness Hearing, will be in the sole discretion of the Court.

G. Opt-Out.

1. Any entity within the Class that wishes to opt out of the Class and Settlement must submit a written and signed statement entitled, "Opt-Out Form" to the Notice and Claims Administrator and email it to Teva and Class Counsel as set forth in the Notice. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and is legally authorized to exclude itself from the Settlement and must: provide the submitting entity's name, address, telephone number and email address (if available); provide the complaint and docket number of any case in which the submitting entity is a Plaintiff against Teva related to the Covered Conduct; and be received by the Notice and Claims Administrator, no later than the date designated for such purpose in the Notice.
2. The standing and Class Member-eligibility-status of entities that submit Opt-Out Forms will be subject to confirmation by the Notice and Claims Administrator.
3. With respect to any member of the Class that timely elected to opt out and is therefore not a member of the Class, Teva reserves all of its legal rights and defenses.
4. An Opt-Out Form that fails to satisfy any of the requirements set forth in Section V.G.1, including, but not limited to, the provision of inaccurate or incomplete information, shall be null and void and shall have no effect whatsoever on the entity's membership in the Class.
5. All Opt-Out Forms must be served on such schedule as the Court may direct. In seeking Preliminary Approval, Class Counsel will request that the deadline for receipt of Opt-Out Forms be forty-five (45) calendar days after commencement of dissemination of Notice.
6. Opt-Out Forms shall be deemed valid only for the entity named in the request.

7. Opt-Out Forms shall be deemed timely if received by the Notice and Claims Administrator no later than the date designated for such purpose in the Notice.
8. Any entity that submits a timely and valid Opt-Out Form in accordance with Section V.G.1. shall not: (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to submit an Objection.
9. Any Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G.1. submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of Section V.F., shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.
10. No “mass,” “class,” “group,” or otherwise combined Opt-Out Form shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition, including, but not limited to, the entity’s subsidiaries, affiliated or related companies or business entities, divisions, partnerships, joint ventures, clients, customers, or administrative services organization.
11. **Opt-Out Report.** No later than seven (7) calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, and at least fifteen (15) business days prior to the Fairness Hearing, the Notice and Claims Administrator shall submit to the Court, Class Counsel, and Teva the Opt-Out Report as described in Section V.D.3.

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

1. On or before the deadline set by the Court in the Preliminary Approval Order, Class Counsel shall file a motion for final approval of the Settlement (the “*Motion for Final Approval*”). In the Motion for Final Approval and at the Fairness Hearing, the Settling Parties will request that the Court: (a) enter the Final Approval Order substantially in the form attached as Exhibit E to this Agreement, provided that any material modification to the Final Approval Order must be acceptable to the Class Representatives and Teva; (b) finally certify the Class; (c) approve and adopt the Agreement as final, fair, reasonable, adequate, and binding on all Class Members; (d) enter judgment dismissing the Actions with prejudice and directing the dismissal with prejudice of any of the Actions not before the Court; and (e) permanently enjoin any Class Member from asserting or pursuing any Released Claim against any Released Entity in any forum. The Final Approval Order and Final Judgment shall contain provisions:

- a. certifying the Class for settlement purposes; fully and finally approving the Settlement contemplated by this Agreement and its terms as being fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23 and directing its consummation pursuant to its terms and conditions; and finding that the Notice given to the Class Members constituted the best notice practicable under the circumstances and complies in all respects with the requirements of Federal Rule of Civil Procedure 23 and due process;
- b. entering judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to Teva and, except as provided for herein, without costs;
- c. directing Plaintiff Class Members to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to Teva and, except as provided for herein, without costs;
- d. discharging and releasing the Released Entities from all Released Claims;
- e. permanently barring and enjoining the institution and prosecution by Class Members of any other action against the Released Entities in any forum asserting any Claims related in any way to the Released Claims;
- f. reserving and continuing exclusive jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent, Class Counsel as the Escrow Account's tax administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;
- g. determining pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of a Final Approval Order as to Plaintiffs and Teva; and
- h. containing such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.

Class Counsel also will request that the Court approve the proposed Plan of Allocation and application for attorneys' fees and reimbursement of expenses, as described in Section VIII.A.

2. Class Counsel shall provide Teva with a draft of the Motion for Final Approval, together with any accompanying memorandum of law at least

five (5) business days in advance of filing and shall consider in good faith any comments Teva may have. Class Counsel shall not file such a motion without Teva's consent, which consent shall not be unreasonably withheld.

I. **Time to Appeal.** The time to appeal from approval of the Settlement shall commence upon the Court's entry of the Final Approval Order regardless of whether or not either the Plan of Allocation or an application for Attorneys' Fees and Expenses has been submitted to the Court or resolved.

VI. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination

A. Occurrence of Effective Date.

1. Upon the Effective Date, any and all remaining interest or right of Teva in or to the Settlement Funds, if any, shall be absolutely and forever extinguished, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Fee and Expense Award paid) shall be transferred from the Escrow Agent to the Notice and Claims Administrator as successor Escrow Agent within ten (10) business days of the Notice and Claims Administrator notifying Class Counsel it is ready to distribute the Net Settlement Funds, which must be after the Effective Date.
2. Upon the Effective Date, Plaintiffs shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on Exhibit A, as provided for in the Final Approval Order.

B. Failure of Effective Date to Occur.

1. In the event that the Effective Date does not occur, for whatever reason, including for the reasons set forth in Sections VI.C.-E., then this Agreement shall be cancelled and terminated, unless the Settling Parties mutually agree in writing to proceed with this Agreement. The Settlement Funds shall be returned to Teva, including interest accrued on the Escrow Account, less any Notice and Administrative Costs, and any Taxes or Tax Expenses paid, incurred, or due and owing (the "*Termination Refund*"). The Termination Refund shall include all attorneys' fees and costs which have been disbursed to Co-Lead Class Counsel pursuant to Court order. Teva shall provide Co-Lead Class Counsel with instructions regarding where to send the Termination Refund. Co-Lead Class Counsel will promptly provide all necessary instructions to the Escrow Agent to effectuate the foregoing sentence.
2. Upon receipt of the Termination Refund, this Agreement shall terminate, and it, Teva's obligations under it, and all releases contained herein shall

become null and void. In the event of such a termination, (a) no Class will be deemed certified as a result of this Agreement, (b) all orders of the Court preliminarily or otherwise approving the Settlement shall be vacated, (c) the Settling Parties shall be returned to the status quo that existed in the Actions immediately prior to January 1, 2026 (subject to appropriate extensions of deadlines to enable the Actions to proceed); and (d) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to January 1, 2026. The Settling Parties shall then proceed in all respects as if this Agreement and any related orders had not been executed.

C. Walk-Away Right.

1. No later than seven (7) calendar days following the deadline set by the Court for Class Members to opt out from the Class, Class Counsel shall provide Teva's Counsel with the Opt-Out Report.
2. Teva may, in its sole discretion, terminate the Agreement by serving written notice, by email and overnight courier, to Class Counsel within fifteen (15) calendar days following receipt by Teva from Class Counsel of the Opt-Out Report (the "*Walk-Away Right*"), unless such date is extended by mutual agreement of Class Counsel and Teva. In deciding whether to exercise the Walk-Away Right, Teva agrees to meet and confer with Class Counsel, but in no event will this agreement obviate Teva's ability to unilaterally determine to exercise the Walk-Away Right. If Teva does not provide written notice of the exercise of the Walk-Away Right to Class Counsel in accordance with this paragraph, the Walk-Away Right shall be waived. The decision to exercise the Walk-Away Right shall be unreviewable.
3. In the event Teva exercises its Walk-Away Right, Teva reserves all of its legal rights and defenses with respect to any member of the Class.

D. Termination.

1. This Agreement may be terminated by either Teva or Class Counsel by serving on counsel for the other parties and filing with the Court a written notice of termination within ten (10) business days (or such longer time as may be agreed between Teva and Class Counsel) after any of the following occurrences:
 - a. the Court, or any appellate court(s), rejects, materially modifies, or materially amends or changes the Settlement (with the exception of any provision of the Settlement relating to Attorneys' Fees and Expenses or any Service Awards);

- b. the Court, or any appellate court(s), declines to enter without material change the material terms in the proposed Preliminary Approval Order or the proposed Final Approval Order;
- c. an appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand; or
- d. the Effective Date does not otherwise occur.

E. No Court Approval.

- 1. If the Court declines to or does not enter the Preliminary Approval Order or the Final Approval Order, or if the Final Approval Order does not become a Final Judgment because it is reversed, vacated, or modified on appeal, a motion for reconsideration, or other review, the Actions against the Released Entities will resume unless within thirty (30) calendar days of such event, the Settling Parties mutually agree in writing to: (a) seek reconsideration or appellate review of any decision denying entry of such order; (b) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement; and/or (c) comply with other guidance or directives the Court has provided.
- 2. If the litigation against the Released Entities resumes pursuant to Section VI.E.1 or the Settling Parties seek reconsideration and/or appellate review of any decision denying entry of the Preliminary Approval Order or Final Approval Order or the decision reversing, vacating, or materially modifying the Final Approval Order and such further reconsideration and/or appellate or other review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption or the denial of further reconsideration or appellate review, repay to Teva the Termination Refund as of the date on which notice is received; and (b) this Agreement shall terminate upon receipt of the Termination Refund.

VII. Notice and Claims Administrator

A. Selection of Notice and Claims Administrator. Co-Lead Class Counsel will nominate A.B. Data, Ltd., which the Court has previously approved.

- 1. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Court's approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims

Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Class.

2. The Notice and Claims Administrator's role generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Claim Forms, including all supporting documentation, as well as determining any Qualifying Class Member's Allocated Amount and overseeing distribution of the Net Settlement Funds.
3. Any successor to the initial Notice and Claims Administrator shall be subject to appointment by the Court, with the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.
4. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Class Members' rights and obligations under the Agreement.
5. Teva, its counsel, and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.
6. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Teva shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount.

B. Distribution of Settlement Funds.

1. Upon further orders of the Court, the Notice and Claims Administrator, subject to such supervision and direction of the Court and/or Co-Lead Class Counsel, as may be necessary or as circumstances may require, shall administer the claims submitted by Class Members and shall oversee distribution of the Settlement Funds, including distribution of the Net Settlement Funds to Class Members pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the Court, the Settlement Funds shall be applied as follows:
 - a. to pay all costs and expenses reasonably and actually incurred in connection with providing Notice to the Class, in connection with administering and distributing the Net Settlement Funds to Class Members, and in connection with paying escrow fees and costs, if any;

- b. to pay all costs and expenses, if any, reasonably and actually incurred in soliciting claims and assisting with the filing and processing of such claims;
 - c. to pay Taxes and Tax Expenses as defined herein;
 - d. to pay any Fee and Expense Award, and any Service Awards to Class Representatives, that are approved by the Court, subject to and in accordance with the Agreement; and
 - e. to distribute the balance of the Net Settlement Funds to Class Members as allowed by the Agreement, the Plan of Allocation, or order of the Court.
2. No amount may be disbursed from the Settlement Funds until the Effective Date, except that: (a) Notice and Administrative Costs, to the extent authorized by the Court, may be paid from the Settlement Funds as they become due; (b) Taxes and Tax Expenses may be paid from the Settlement Funds as they become due; and (c) successive distributions to class members may be made after entry of the Final Approval Order as the Settlement Defendant makes its settlement payments.

C. Distribution of Net Settlement Funds.

1. Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Funds shall be distributed to Class Members.
2. The Net Settlement Funds shall be distributed to Class Members that submit a Claim Form in accordance with a Plan of Allocation to be approved by the Court. No funds from the Net Settlement Funds shall be distributed until after the Effective Date.
3. All Class Members shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment with respect to all Released Claims.

D. No Liability for Distribution of Escrow Account. Neither the Released Entities nor their counsel shall have any responsibility for, interest in, or liability whatsoever with respect to the distribution of the Escrow Account; the Plan of Allocation; the determination, administration, or calculation of claims; the Escrow Account's qualification as a "qualified settlement fund"; the payment or withholding of Taxes or Tax Expenses; the distribution of the Net Settlement Funds; or any losses incurred in connection with any such matters. The Releasers hereby fully, finally, and forever release, relinquish, and discharge the Released Entities and their counsel from any and all such liability. No entity shall have any claim against

Class Counsel or the Notice and Claims Administrator based on the distributions made substantially in accordance with the Agreement and the Settlement contained herein, the Plan of Allocation, or further orders of the Court.

E. **Balance Remaining in Net Settlement Funds.** If there is any balance remaining in the Net Settlement Funds (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be distributed in accordance with the Plan of Allocation or further order of the Court (but not to Teva).

F. **Orders Regarding Plan of Allocation.** Any order or proceeding solely relating to the Plan of Allocation, including any adjustments to any Class Member's claim, shall not operate to terminate or cancel this Agreement or affect the finality of the Final Judgment, or any other orders entered pursuant to this Agreement.

VIII. Attorneys' Fees and Expenses and Service Awards

A. **Fee and Expense Application.** Class Counsel may submit an application (the "*Fee and Expense Application*") for distributions from the Settlement Funds for: (a) an award of attorneys' fees; (b) reimbursement of expenses incurred in connection with prosecuting the Action; and (c) any interest on such Attorneys' Fees and Expenses at the same rate and for the same periods as earned by the Settlement Funds, as appropriate, and as may be awarded by the Court.

B. **Payment of Fee and Expense Award.** Any amounts that are awarded by the Court pursuant to Section VIII.A shall be paid from the Settlement Funds consistent with the provisions of this Agreement.

C. **Award and Allocation of Attorneys' Fees and Costs.** The award, payment, and allocation of attorneys' fees and costs under this Agreement and/or the Plan of Allocation are subject to Court approval under Federal Rule of Civil Procedure 23(h) and to the Court's common benefit-related orders. The amount awarded by the Court for attorneys' fees is subject to and shall include the common benefit obligations due under the Court's common benefit-related orders, which shall be allocated by the Fee Panel among qualified applicants: firms that: (1) represent litigating Third Party Payors against Teva (parallel to requirements in prior governmental entity settlements); and (2) did work that inured to the common benefit. The fee award net of the common benefit assessment shall be allocated by Co-Lead Class Counsel among counsel who have performed authorized work for the benefit of the Settlement Class, with any appeals to such allocation going to Special Master David R. Cohen.

D. **Orders Regarding Fee and Expense Award.** The procedure for, and the allowance or disallowance by the Court of, the Fee and Expense Application are not part of the Settlement set forth in this Agreement. Any order or proceeding solely relating to the Fee and Expense Application, including any appeal from any Fee and Expense Award or any other order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment and the Settlement of the Actions as set forth herein, *provided* that any such order or proceeding has no impact on any

other aspect of the Settlement or this Agreement, including, without limitation, Sections V.G and VI.C.

E. **No Liability for Fees and Expenses of Class Counsel.** Neither the Released Entities nor their counsel shall have any responsibility for or liability whatsoever with respect to any payment(s) to Class Counsel pursuant to this Agreement and/or to any other entity or person that may assert some claim thereto or any Fee and Expense Award that the Court may make in the Action, other than as set forth in this Agreement.

F. **Service Award.** Settlement Class Counsel may apply to the Court, upon Notice to the Class, for appropriate Service Awards for Settlement Class Representatives in connection with their representation of the Class, subject to the discretion and approval of the Court. The Service Awards shall be paid from the Settlement Funds, and Teva shall have no obligation to pay any Service Award or any other fees, costs, or expenses other than the Settlement Amount. Any order or proceeding solely relating to the Service Award, including any appeal from any Service Award or any other order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment and the Settlement of the Actions as set forth herein, *provided* that any such order or proceeding has no impact on any other aspect of the Settlement or this Agreement, including, without limitation, Sections V.G. and VI.C.

IX. Releases and Dismissal

A. **No Future Actions Following Release.** As of the Effective Date, the Released Entities will be fully, finally, and forever released and discharged from all of the Releasers' Released Claims. Each Releaser will, on or before the Effective Date, hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. Each Class Representative also stipulates that it will not argue in any litigation that any Released Entity bears any fault for, or was in any way responsible for or the cause of, any Released Claim. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Class Members shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all Claims that are released hereunder.

B. Claim-Over and Non-Party Settlement.

1. The payments made under this Agreement shall be the sole payments made by the Released Entities to Class Members involving, arising out of, or related to the Released Claims. Claims by Class Members against non-parties shall not result in additional payments by the Released Entities, whether through contribution, indemnification, or any other means.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Teva in Section IX.B.2. or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by the subsection is a material term of this Agreement.
4. To the extent that, on or after the Effective Date, a settlement on behalf of a class that would otherwise be a Non-Party Settlement is submitted to a court for preliminary or final approval under Rule 23 of the Federal Rules of Civil Procedure, the proponents of the settlement that are Class Representatives in this Settlement or represented by Class Counsel will include, unless prohibited by applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Teva in Section IX.B.2 or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. For the avoidance of doubt, the Settling Parties acknowledge that the effectiveness of any such provision will depend upon its approval by the court to which the settlement agreement is submitted in accordance with Rule 23 of the Federal Rules of Civil Procedure. The obligation to include the prohibition and/or release required by the subsection is a material term of this Agreement. It is the intent of the Parties that the Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.
5. The provisions of this Section IX.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

6. In the event that any Class Member obtains a judgment with respect to a Non-Released Entity and such Non-Released Entity asserts a Non-Party Covered Conduct Claim against the Released Entities related to the Released Claims, that Class Member and Teva shall take the following actions to ensure that the Released Entities do not pay more with respect to the Released Claims to Class Members or to Non-Released Entities than the amounts owed under this Agreement by Teva:
 - a. Teva shall notify the Class Member of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or within sixty (60) calendar days of the Effective Date, whichever is later.
 - b. Teva's payment obligations under this Agreement are and shall be binding, notwithstanding the existence of any Claim-Over. In no event shall any Class Member be required to forego, disgorge, diminish, or alter any amounts owing under this Agreement as a result of any Claim-Over.
 - c. Teva and the Class Member shall meet and confer concerning the means to hold the Released Entities harmless and ensure that Teva or Released Entities are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by Teva under this Agreement.
 - d. The Class Member and Teva shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by Teva under this Agreement. Such steps shall include, where permissible:
 - (i) support by the Releasor of a motion to dismiss or such other appropriate motion as may be filed by Teva or Released Entities in response to any Claim filed in litigation or arbitration;
 - (ii) Reduction of the Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (iii) Placement in escrow of funds paid by the Non-Released Entity to Releasor such that those funds are available to satisfy the Claim-Over;

- (iv) Return of monies paid by Teva to, or allocated to, that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
 - (v) Payment of monies to Teva by that Releasor to ensure Teva is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (vi) Credit to Teva under this Agreement in an amount equal to the Releasor's distribution to reduce the overall amounts to be paid under the Agreement such that it is held harmless from the Claim-Over; and
 - (vii) such other actions as that Releasor and Teva may devise to hold the Released Entities harmless from the Claim-Over.
- e. The actions of that Releasor and Teva taken pursuant to clause (d) above must, in combination, ensure that Teva is not required to pay more with respect to Covered Conduct than the amounts owed by Teva to that Releasor under this Agreement.

C. **Litigation Bar.** The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. **General Release.** The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in the Agreement, each Releasor expressly, knowingly, and voluntarily waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which reads:

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

Releasors likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Class Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to, Section 20-7-11 of the South Dakota Codified Laws. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or through no fault whatsoever, and which, if known, would materially affect the Releasors' decision to participate in this Agreement.

E. **Assigned Interest Waiver.** To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against Teva (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to Teva.

F. **Res Judicata.** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

G. **Effectiveness.** The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Funds or any portion thereof, by the enactment of future laws, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Teva to secure the prompt dismissal of any and all Released Claims. Additionally, the Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. Consistent with these objectives, Teva will not oppose Plaintiffs' Motions for Preliminary and Final Settlement Approval. The Settling

Parties will continue to work cooperatively to complete and submit promptly to the Court for approval such additional documentation as may be necessary for the Court to determine whether this Agreement and Settlement should be communicated to the Class and ultimately approved and to address any concerns regarding the Settlement identified by the Court or any court of appeal. Upon the Effective Date, Class Members will also reasonably cooperate with Teva to secure the prompt dismissal of any and all Released Claims in the Actions.

I. **Non-Released Claims.** Notwithstanding the foregoing or anything in the definition of Released Claims, any claims solely to enforce the terms of this Agreement are not released.

J. **Liens.** Each Class Member agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Settlement Funds allocated to that Class Member, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

K. **Excluded from Release.** Notwithstanding the foregoing, the releases provided herein shall not release claims of entities that are outside the Class; claims or damages arising solely from conduct by Teva that occurs after the Effective Date; claims against Teva other than the Released Claims; or claims to enforce the terms of this Agreement.

L. Upon the Effective Date, the Released Entities shall by operation of the Final Judgment have, fully, finally, and forever released, relinquished, and discharged all claims against Class Representatives, the Settlement Class, and Class Counsel that arise out of or relate in any way to the commencement, prosecution, settlement, or resolution of the Actions, except for claims to enforce the terms of the Settlement.

X. Miscellaneous Provisions

A. **No Admission of Liability or Wrongdoing.** The Class Representatives, the Class, and Teva agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. Teva does not admit liability or wrongdoing. This Agreement shall not be considered, construed, or represented to be: (1) an admission, concession, or evidence of liability or wrongdoing; or (2) a waiver or any limitation of any defense otherwise available to Teva.

B. **Voluntary Settlement.** Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

C. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.D., this Agreement, including its exhibits and any other attachments, embodies the entire Agreement and understanding between and among the

Settling Parties relating to the subject matter hereof and supersedes: (1) all prior agreements and understandings relating to such subject matter, whether written or oral; and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

The exhibits to this Agreement are:

Exhibit A	Non-Exhaustive List of Actions
Exhibit B	Non-Exhaustive List of Plaintiff-Class Members
Exhibit C	Claim Form
Exhibit D	Form of Preliminary Approval Order
Exhibit E	Form of Final Approval Order

D. **Amendment.** The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties. To the extent there is a conflict between the provisions of this Agreement, the Preliminary Approval Order, the Final Judgment, the Final Approval Order, and/or the Plan of Allocation, each such document shall have controlling effect in the following rank order: (1) the Final Judgment; (2) the Final Approval Order; (3) the Preliminary Approval Order; (4) this Agreement; and (5) the Plan of Allocation.

E. **Execution in Counterparts.** This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the Court.

F. **Construction.** None of the Settling Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

G. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

H. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms, and the negotiations surrounding this Agreement shall be governed by Rule 408 of the Federal Rules of Evidence and shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement. Notwithstanding anything to the contrary in this Agreement or otherwise, Teva may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Defendants; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by Teva that the Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

I. **Preservation of Records.** For five (5) years following the Effective Date: (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Claim Form; and (ii) each Class Representative shall keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Claim Form.

J. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties. Without limiting the generality of the foregoing, each and every covenant and agreement entered into herein by Class Representatives and Class Counsel shall be binding upon all Class Members.

K. **Notices.** All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, and, if directed to any Class Member, shall be addressed to Class Counsel at their addresses set forth below, and, if directed to Teva, shall be addressed to their attorneys at the addresses set forth below or such other addresses as Class Counsel or Teva may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to the Class Representatives or any Class Member(s), address notice to:

Elizabeth J. Cabraser
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street
29th Floor
San Francisco, CA 94111
ecabraser@lchb.com

Paul J. Geller
ROBBINS GELLER RUDMAN & DOWD, LLP
225 NE Mizner Boulevard
Suite 720
Boca Raton, FL 33432
pgeller@rgrdlaw.com

If directed to Teva, address notice to:

Teva's attorneys:

Eric W. Sitarchuk
Evan K. Jacobs
MORGAN LEWIS & BOCKIUS LLP
2222 Market Street
Philadelphia, PA 19103
eric.sitarchuk@morganlewis.com
evan.jacobs@morganlewis.com

Any Settling Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in Section X.K.

L. **Consent to Jurisdiction.** Teva and the Settlement Class agree that this Settlement, including payments, is enforceable on a continuing and exclusive basis by the Court. Teva and each Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement or the applicability of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, Teva and the Class Members irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court or that the Court is in any way an improper venue or an inconvenient forum. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

M. **Resolution of Disputes; Retention of Exclusive Jurisdiction.** Any disputes between or among Teva and any Class Members concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court. The Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

N. **Choice of Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

O. **Severability.** If any provisions other than the following provisions of this Agreement are held to be unenforceable—Section I (Definitions), Section III (Class Definition), Section IV (Settlement Funds), Section V (Approval and Notice), Section VI.C (Walk-Away Right), and Section IX (Releases and Dismissal)—then such provisions shall be severable, and the Settling Parties agree that the enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

P. **Waiver.** No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a Settling Party on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion, unless otherwise agreed in writing.

Q. **Confidentiality.** The terms of this Agreement shall remain confidential until the Motion for Preliminary Approval is filed, unless Teva and Class Counsel agree otherwise, *provided* that the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or otherwise required by applicable law or court order; and Class Members may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Escrow Agent, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Approval Order shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes. No such press release shall be made prior to the Class Counsel moving for an order directing Notice to the Class.

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

Dated: June 3, 2026

CO-LEAD CLASS COUNSEL, on behalf of Third Party
Payor Plaintiffs individually and the Third Party Payor Class

By: _____

Paul J. Geller

Paul J. Geller

Mark J. Dearman

ROBBINS GELLER RUDMAN & DOWD LLP

225 NE Mizner Boulevard, Suite 720

Boca Raton, FL 33432

By: _____

Elizabeth J. Cabraser

Elizabeth J. Cabraser

Eric B. Fastiff

LIEFF CABRASER HEIMANN & BERNSTEIN,
LLP

275 Battery Street, 29th Floor

San Francisco, CA 94111-3339

By: _____

James R. Dugan, II

DUGAN LAW FIRM

One Canal Place, Suite 1000

365 Canal Street

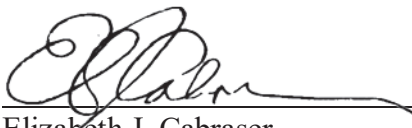
New Orleans, Louisiana 70130

Dated: June 3, 2026

CO-LEAD CLASS COUNSEL, on behalf of Third Party
Payor Plaintiffs individually and the Third Party Payor Class

By: _____
Paul J. Geller

Paul J. Geller
Mark J. Dearman
ROBBINS GELLER RUDMAN & DOWD LLP
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432

By:  _____
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LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

By: _____
James R. Dugan, II
DUGAN LAW FIRM
One Canal Place, Suite 1000
365 Canal Street
New Orleans, Louisiana 70130

Dated: June 3, 2026

CO-LEAD CLASS COUNSEL, on behalf of Third Party
Payor Plaintiffs individually and the Third Party Payor Class

By: _____
Paul J. Geller

Paul J. Geller
Mark J. Dearman
ROBBINS GELLER RUDMAN & DOWD LLP
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By: _____
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Elizabeth J. Cabraser
Eric B. Fastiff
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LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

By:  _____
James R. Dugan, II
DUGAN LAW FIRM
One Canal Place, Suite 1000
365 Canal Street
New Orleans, Louisiana 70130

Dated: June 8, 2026

Teva Pharmaceutical Industries Ltd.

By: 

Eric W. Sitarchuk

Eric W. Sitarchuk
Evan K. Jacobs
MORGAN LEWIS & BOCKIUS LLP
2222 Market Street
Philadelphia, PA 19103

EXHIBIT A

Non-Exhaustive List of Actions¹

¹ The inclusion of an entity on Exhibit A is not an admission that the entity's claims have not been released in a prior settlement with Teva.

Case Caption	State	State/Federal	Jurisdiction	Docket Number
American Resources Insurance Company, Inc. v. Purdue Pharma, L.P., et al.	AL	Federal	N.D. Ohio	1:18-op-45910
Agricultural Group Compensation Self-Insured Fund v. Endo Health Solutions Inc., et al.	AR	Federal	N.D. Ohio	1:19-op-45892
Arizona Counties Insurance Pool v. Purdue Pharma L.P., et al.	AZ	Federal	N.D. Ohio	1:18-op-45632
Arizona Municipal Risk Retention Pool v. Purdue Pharma LP et al	AZ	Federal	N.D. Ohio	1:18-op-45178
Arizona School Alliance for Workers' Compensation, Inc. v. Purdue Pharma, L.P., et al.	AZ	Federal	N.D. Ohio	1:18-op-45540
National Roofers Union & Employers Joint Health & Welfare Fund v. Purdue Pharma LP, et al.	AZ	Federal	N.D. Ohio	1:18-op-45833
Northwest Arizona Employee Benefit Trust v. Purdue Pharma L.P., et al.	AZ	Federal	N.D. Ohio	1:18-op-46043
Central California Alliance for Health v. Teva Pharmaceuticals USA Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45971
Commission on Medical Care, d/b/a Partnership Healthplan of California v. Teva Pharmaceuticals USA Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45896
Health Plan of San Joaquin v. Teva Pharmaceuticals USA Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-46093
ILWU-PMA Welfare Plan v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:21-op-45013
Inland Empire Health Plan v. Purdue Frederick Co. Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45804
Local Initiative Health Authority for Los Angeles v. Purdue Pharma LP, et al.	CA	Federal	N.D. Ohio	1:19-op-45212
Pleasant Valley School District v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:21-op-45120
San Francisco Health Plan v. Teva Pharmaceuticals USA, Inc., et al.	CA	Federal	N.D. Ohio	1:19-op-45893
San Leandro Unified School District, a local education agency v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:21-op-45114
Santa Barbara San Luis Obispo Regional Health Authority, d/b/a	CA	Federal	N.D. Ohio	1:19-op-45895

Case Caption	State	State/Federal	Jurisdiction	Docket Number
CenCal Health v. Teva Pharmaceuticals USA Inc., et al.				
Susanville Elementary School District and Lassen County Office of Education, Individually, and on Behalf of All Others Similarly Situated v. Cephalon, Inc., et al.	CA	Federal	N.D. Ohio	1:22-op-45031
Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan v. Teva Pharmaceuticals USA, Inc. et al.	CA	Federal	N.D. Ohio	1:19-op-46020
Zenith Insurance Company and Znat Insurance Company v. Amerisourcebergen Drug Corporation, et al.	CA	Federal	N.D. Ohio	1:18-op-46181
International Brotherhood of Electrical Workers Local 90 Benefits Plan v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45069
Local 493 Teamsters Health Services and Insurance Plan v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45074
Local 671 Teamsters Health Services and Insurance Plan v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45092
Local 677 Teamsters Health Services & Insurance Fund v. Purdue Pharma, L.P. et al.	CT	Federal	N.D. Ohio	1:18-op-45071
Advanced C4 Solutions, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	FL	Federal	N.D. Ohio	1:20-op-45070
Cedar International Services, LLC v. Teva Pharmaceuticals USA, Inc., et al.	FL	Federal	N.D. Ohio	1:20-op-45071
MSP Recovery Claims, Series LLC, a Delaware Limited Liability Company v. Purdue Pharma, L.P., et al.	FL	Federal	N.D. Ohio	1:18-op-45091
MSPA CLAIMS I, LLC, a Florida Limited Liability Company; MAO-MSO RECOVERY II, LLC a Delaware Limited Liability Company; MSP RECOVERY CLAIMS, SERIES LLC, a	FL	Federal	N.D. Ohio	1:18-op-45526

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Delaware Limited Liability Company v. Anda, Inc., et al.				
Phillip Fyman and Alexander Weingarten, M.D., P.C. v. Teva Pharmaceuticals USA, Inc., et al.	GA	Federal	N.D. Ohio	1:19-op-45906
United Food and Commercial Workers Union and Employers Health & Welfare Fund - Atlanta v. McKesson Corporation, et al.	GA	Federal	N.D. Ohio	1:19-op-45005
Wayne Farms, LLC v. Teva Pharmaceuticals USA, Inc., et al.	GA	Federal	N.D. Ohio	1:20-op-45229
Hui Huliau, A Native Hawaiian Organization v. McKesson Corp., et al.	HI	Federal	N.D. Ohio	1:20-op-45025
Illinois Public Risk Fund v. Purdue Pharma L.P., et al.	IL	State	IL - Circuit Court of Cook County	2019-CH-05847
Intergovernmental Risk Management Agency and Intergovernmental Personnel Benefit Cooperative v. Purdue Pharma L.P., et al.	IL	Federal	N.D. Ohio	1:18-op-46210
International Union of Operating Engineers, Local 150, Midwest Operating Engineers Health and Welfare Fund, Chicago Regional Council of Carpenters and Chicago Regional Council of Carpenters Welfare Fund v. Purdue Pharma L.P., et al.	IL	Federal	N.D. Ohio	1:19-op-45414
West Bend Mutual Insurance Company v. Amerisourcebergen Drug Corporation, et al.	IL	Federal	N.D. Ohio	1:19-op-45139
Marketing Services of Indiana, Inc., individually and on behalf of all others similarly situated v. Purdue Pharma L.P., et al.	IN	Federal	N.D. Ohio	1:18-op-46104
Plumbers & Steamfitters Local 166 Health and Welfare Fund v. Purdue Pharma L.P., et al.	IN	Federal	N.D. Ohio	1:19-op-45432
Kentucky League of Cities Insurance Services v. Purdue Pharma L.P., et al.	KY	Federal	N.D. Ohio	1:18-op-45968

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Louisiana Agricultural Compensation Self-Insured Fund v. Endo Health Solutions Inc., et al.	LA	Federal	N.D. Ohio	1:19-op-45888
Louisiana Assessors' Insurance Fund a/k/a the Insurance Committee of the Assessors' Insurance Fun, et al.	LA	Federal	N.D. Ohio	1:18-op-46223
Louisiana Health Service & Indemnity Company d/b/a Blue Cross Blue Shield of Louisiana, and HMO Louisiana, Inc. v. Purdue Pharma, LP et al.	LA	Federal	N.D. Ohio	1:18-op-45372
Louisiana Loggers Self-Insured Fund v. Endo Health Solutions Inc., et al.	LA	Federal	N.D. Ohio	1:19-op-45890
Pointe Coupee Parish Health Services District Number 1 v. Purdue Pharma LP, et al.	LA	Federal	N.D. Ohio	1:19-op-45019
Risk Management, Inc. v. Purdue Pharma L.P., et al.	LA	Federal	N.D. Ohio	1:18-op-45857
Asbestos Workers Local 6 Health & Welfare Fund; et al. v. Purdue Pharma LP, et al.	MA	Federal	N.D. Ohio	1:18-op-45542
Mayflower Municipal Health Group v. Teva Pharmaceuticals USA, Inc., et al.	MA	Federal	N.D. Ohio	1:19-op-45897
Teamsters Health Services and Insurance Plan Local 404, on behalf of itself and all others similarly situated v. Purdue Pharma LP, et al.	MA	Federal	N.D. Ohio	1:18-op-45001
Flint Plumbing and Pipefitting Industry Health Care Fund, on behalf of itself and all others similarly situated v. Purdue Pharma L.P., et al.	MI	Federal	N.D. Ohio	1:19-op-45430
Pipefitters Local 636 Insurance Fund v. Johnson & Johnson, et al.	MI	Federal	N.D. Ohio	1:19-op-46095
Roofers Local 149 Security Benefit Trust Fund v. Purdue Pharma L.P., et al.	MI	Federal	N.D. Ohio	1:19-op-45429
Northeast Carpenters Funds now known as Eastern Atlantic States	NJ	Federal	N.D. Ohio	1:18-op-45741

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Carpenters Health Fund v. Purdue Pharma, L.P., et al.				
The Black Prince Distillery, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NJ	Federal	N.D. Ohio	1:19-op-45904
Aboffs, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45956
AFL-CIO Local 475 Health & Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45941
Allied Security Health & Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45944
Allied Security Health and Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45237
Alure Home Improvements, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45936
Amalgamated Union Local 450-A Welfare v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45807
Austin & Williams, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45938
Barnes, Iaccarino & Shepherd LLP v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45905
Brer-Four Transportation Corporation v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45931
Brighton Health Plan Solutions, LLC d/b/a Magnacare Administrative Services and Magnacare, LLC v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45838
Brighton Health Plan Solutions, LLC d/b/a Magnacare Administrative Services v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45837
Brookhaven Ambulance Co. Inc. d/b/a South Country Ambulance v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45957

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Building Service Local 2 Welfare Fund v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:19-op-45991
Building Trades Welfare Benefit Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45899
Cardoza Plumbing Corporation v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45932
CWA Local 1181 Health Plan v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45939
CWA Local 1182 & 1183 Health & Welfare Funds v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45794
Drywall Tapers Insurance Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45810
Gordon L. Seaman, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45958
Hollow Metal Trust Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45094
IBEW Local 25 Health & Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45037
International Brotherhood of Trade Unions Local 713 Health Plan v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45832
International Construction, Inc. v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45062
International Intimates, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45935
International Union of Painters and Allied Trades 1974 v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45854
Iron Workers Local 40 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45027
Iron Workers Local 361 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45028
Iron Workers Local 417 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45029

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Iron Workers Local 580 Health & Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45031
IUOE Local 138 Health Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45943
Kaya Associates, Inc. v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45064
Laborers 17 Health Benefit Fund v. Purdue Pharma, L.P. et al.	NY	Federal	N.D. Ohio	1:18-op-45072
Laborers Local 1298 of Nassau & Suffolk Counties Welfare Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45813
Laborers Local 235 Welfare Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45792
LNO, Inc v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45065
Local 22 Health Benefit Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45811
Local 342 United Marine Division Insurance Trust v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45830
Local 381 Group Insurance Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45942
Local 713 I.B.O.T.U. Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45236
Local 8A-28A Welfare Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45809
Medford Volunteer Ambulance v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45048
Merrick Library v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46097
Metallic Lathers and Reinforcing Ironworkers Local 46 Health & Benefit Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45030
New York City District Council of Carpenters Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45095
NOITU Insurance Trust Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45808

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Painting Industry Insurance Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45793
Plumbers Local Union No. 1 Welfare Fund v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:18-op-45838
Plumbers Local Union No. 68 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46008
Redwood Contracting Corp. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45960
Roofers Local 8 WBPA Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46147
Sheet Metal Workers Local 38 Insurance and Welfare Fund v. Johnson & Johnson, et al.	NY	Federal	N.D. Ohio	1:19-op-46094
Southern Tier Building Trades Benefit Plan v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45239
Structural Steel 806 Health Plan v. Purdue Pharma L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45831
Suffolk Transportation Services, Inc. v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45933
Teamsters Local 237 Retirees' Benefit Fund and Teamsters Local 237 Welfare Fund, NY v. Purdue Pharma LP, et al.	NY	Federal	N.D. Ohio	1:18-op-45174
Teamsters Local 445 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-46146
Teamsters Local 456 Welfare Fund v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:21-op-45067
The Par Group v. AmerisourceBergen Drug Corp., et al.	NY	Federal	N.D. Ohio	1:19-op-45959
UFCW Local 342 Healthcare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45033
UFCW Local 342 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45034

Case Caption	State	State/Federal	Jurisdiction	Docket Number
UFCW Local 1500 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:20-op-45041
Uniformed Fire Officers Association Benefits Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45946
United Crafts Benefits Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45945
United Wire, Metal & Machine Local 810 Health Benefit Fund v. McKesson Corporation, et al.	NY	Federal	N.D. Ohio	1:19-op-46105
UOPW Local 175 Welfare Fund v. Teva Pharmaceuticals USA, Inc., et al.	NY	Federal	N.D. Ohio	1:19-op-45940
Westchester Heavy Construction Laborers Local 60 Health & Welfare Fund v. Purdue Pharma, L.P., et al.	NY	Federal	N.D. Ohio	1:19-op-45795
American Federation of State, County, and Municipal Employees District Council 37 Health & Security Plan, individually and on behalf of all those similarly situated v. Purdue Pharma, L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45013
Central States, Southeast And Southwest Areas Health Welfare Fund v. Purdue Pharma LP, et al.	OH	Federal	N.D. Ohio	1:18-op-45623
Cleveland Bakers and Teamsters Health and Welfare Fund and Pipe Fitters Local Union No. 120 Insurance Fund v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45432
Cleveland Teachers Union, Local 279, Individually and on behalf of All those Similarly Situated, v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45135
Corbett Aggregates Companies, LLC v. McKesson Corporation, et al.	OH	Federal	N.D. Ohio	1:19-op-45969
Employer-Teamsters Local Nos. 175 & 505 Health & Welfare Fund; Employer Teamsters Local Nos. 175 & 505 Retiree Health &	OH	Federal	N.D. Ohio	1:18-op-45446

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Welfare Fund; Teamsters Local No. 348 Health & Welfare Fund; Teamsters Union Local No. 52 Health And Welfare Fund; and Ohio Conference of Teamsters & Industry Health And Welfare Fund v. Purdue Pharma L.P., et al.				
IBEW Local 38 Health and Welfare Fund, on behalf of itself and all others similarly situated, v. Purdue Pharma, et al.	OH	Federal	N.D. Ohio	1:17-op-45002
John Martinez d/b/a John Martinez Trucking v. Teva Pharmaceuticals USA, Inc., et al.	OH	Federal	N.D. Ohio	1:19-op-45930
Medical Mutual of Ohio v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45307
Minute Men, Inc. and Minute Men Select, Inc., on behalf of itself and all others similarly situated v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-45306
MSPA Claims 1, LLC; MAO-MSO Recovery II, LLC; and MSP Recovery Claims, Series LLC; v. Purdue Pharma L.P. et al.	OH	Federal	N.D. Ohio	1:18-op-45057
Ohio Carpenters' Health Fund, on behalf of Itself and All Others Similarly Situated v. Purdue Pharma L.P., et al.	OH	Federal	N.D. Ohio	1:19-op-45072
Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; Bios Companies, Inc. Welfare Plan; Pioneer Telephone Cooperative, Inc. as Plan Sponsor and Fiduciary Of Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; and Bios Companies, Inc. as Plan Sponsor and Fiduciary of Bios Companies, Inc. Welfare Plan, all individually, and on behalf of all others similarly situated v. Purdue Pharma, L.P., et al.	OH	Federal	N.D. Ohio	1:18-op-46186
Shamrock Materials, LLC v. Teva Pharmaceuticals USA, Inc., et al.	OH	Federal	N.D. Ohio	1:19-op-45937

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Thomas F. Corbett Associates, LLC v. McKesson Corporation, et al.	OH	Federal	N.D. Ohio	1:19-op-45967
United Food and Commercial Workers Local 1000 Oklahoma Health and Welfare Fund v. McKesson Corporation, et al.	OH	Federal	N.D. Ohio	1:18-op-45733
American Federation of State, County and Municipal Employees (AFSCME) District Council 47 Health & Welfare Fund v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008864
Asbestos Workers Local Union No. 2 Welfare Fund v. Allergan, PLC, et al.	PA	Federal	N.D. Ohio	1:21-op-45023
Bricklayers and Allied Craftworkers Local Union No. 1 of PA/DE v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008863
Carpenters Health & Welfare of Philadelphia & Vicinity v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008920
International Brotherhood of Electrical Workers Local 98 Health & Welfare Fund and International Brotherhood of Electrical Workers Local 98 Sound and Communication Health & Welfare Fund v. Endo Pharmaceuticals, et al.	PA	State	PA - Court of Common Pleas of Delaware County	190302063
International Brotherhood of Electrical Workers Local 728 Family Healthcare Plan v. Allergan plc f/k/a Actavis plc, et al.	PA	State	PA - Court of Common Pleas of Delaware County	190303872
International Union of Painters and Allied Trades, District Council No. 21 Welfare Fund v. Allergan, plc, et al.	PA	State	PA - Court of Common Pleas of Delaware County	190301983
Laborers' District Council Building and Construction Health and Welfare Fund v. Purdue Pharma L.P., et al.	PA	Federal	N.D. Ohio	1:21-op-45019
MSI Corporation v. Purdue Pharma L.P., et al.	PA	Federal	N.D. Ohio	1:18-op-46053

Case Caption	State	State/Federal	Jurisdiction	Docket Number
Philadelphia Federation of Teachers Health & Welfare Fund v. Endo Pharmaceuticals, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	180403891
Plumbers' Local Union No. 690 Health Plan, on behalf of itself and all others similarly situated v. Teva Pharmaceuticals USA, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	CV-2019-007625
Public Service Insurance Company v. Teva Pharmaceuticals USA, Inc., et al.	PA	Federal	N.D. Ohio	1:20-op-45015
Sheet Metal Workers Local 19 Health Fund v. Teva Pharmaceuticals USA, Inc., et al.	PA	Federal	N.D. Ohio	1:21-op-45025
Sheet Metal Workers Local No. 25 Health and Welfare Fund, on behalf of itself and all others similarly situated v. Purdue Pharma, LP et al.	PA	Federal	N.D. Ohio	1:18-op-45002
Steamfitters Local 449 Medical & Benefit Fund v. Purdue Pharma, L.P., et al.	PA	State	PA - Court of Common Pleas of Delaware County	190901412
Trustees of the Unite Here Local 634 Health & Welfare Fund, PA v. Purdue Pharma LP, et al.	PA	State	Delaware County	2018-008795
United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania, on behalf of itself and all others similarly situated v. Purdue Pharma, LP, et al.	PA	Federal	N.D. Ohio	1:17-op-45177
United Food and Commercial Workers Local 23 and Employers Health Fund v. Endo Pharmaceuticals, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	180403485
Western Pennsylvania Electrical Employees Insurance Trust Fund v. Endo Pharmaceuticals, Inc., et al.	PA	State	PA - Court of Common Pleas of Delaware County	181002038

Case Caption	State	State/Federal	Jurisdiction	Docket Number
United Food and Commercial Workers Health and Welfare Fund Local 1529 and Employers Health and Welfare Plan and Trust v. McKesson Corporation et al.	TN	Federal	N.D. Ohio	1:18-op-45700
United Food and Commercial Workers Local 1995 and Employers Health and Welfare Fund v. McKesson Corporation, et al	TN	Federal	N.D. Ohio	1:18-op-46109
Fire and Police Retiree Health Care Fund, San Antonio v. Richard Sackler, et al.	TX	State	TX - 152nd Judicial District of Harris County	2018-63587 & 2019-33724
Fire and Police Retiree Health Care Fund, San Antonio v. Richard D. Sackler, et al.	TX	State	T.X. Bexar County	2019-CI-06151
IBEW LOCAL 716 ELECTRICAL MEDICAL TRUST v. MCKESSON CORPORATION, et al.	TX	Federal	N.D. Ohio	1:20-op-45148
South Central UFCW Unions and Employers Health & Welfare Trust v. McKesson Corporation, et al.	TX	Federal	N.D. Ohio	1:18-op-45998
Security Health Plan of Wisconsin, Inc. v. Purdue Pharma L.P., et al	WI	Federal	N.D. Ohio	1:19-op-45867
Al Marino, Inc. v. Purdue Pharma LP, et al.	WV	Federal	N.D. Ohio	1:19-op-45976

EXHIBIT B

Non-Exhaustive List of Plaintiff Class Members¹

Aboffs, Inc.	Brookhaven Ambulance Co., Inc. d/b/a South
Advanced C4 Solutions, Inc.	Country Ambulance
AFL-CIO Local 475 Health & Welfare Fund	Building Service Local 2 Welfare Fund
Agricultural Group Compensation Self-	Building Trades Welfare Benefit Fund
Insured Fund	Cardoza Plumbing Corporation
Al Marino, Inc.	Carpenters Health & Welfare of Philadelphia
Allied Security Health & Welfare Fund	& Vicinity
Alure Home Improvements	Cedar International Services, LLC
Amalgamated Union Local 450-A Welfare	Central California Alliance for Health
Fund	Central States, Southeast and Southwest
American Federation of State, County and	Areas Health Welfare Fund
Municipal Employees (AFSCME) District	Chicago Regional Council of Carpenters
Council 47 Health & Welfare Fun	Chicago Regional Council of Carpenters
American Federation of State, County and	Welfare Fund
Municipal Employees District Council 37	Cleveland Bakers and Teamsters Health and
Health & Security Plan	Welfare Fund
American Resources Insurance Company, Inc	Commission on Medical Care, d/b/a
Arizona Counties Insurance Pool	Partnership HealthPlan of California
Arizona Municipal Risk Retention Pool	Corbett Aggregates Companies, LLC
Arizona School Alliance for Workers	CWA Local 1181 Health Plan
Compensation Incorporated	CWA Local 1182 & 1183 Health & Welfare
Asbestos Workers Local 6 Health & Welfare	Funds
Fund	Drywall Tapers Insurance Fund
Asbestos Workers Local Union No. 2 Welfare	Eastern Atlantic States Carpenters Health
Fund	Fund F/K/A Northeast Carpenters Fund, NJ
Austin & Williams, Inc.	Employer-Teamsters Local Nos. 175 & 505
Barnes, Iaccarino & Sheppard, LLC	Health & Welfare Fund
Brer-Four Transportation Corporation	Employer-Teamsters Local Nos. 175 & 505
Bricklayers and Allied Craftworkers Local	Retiree Health & Welfare Fund
Union No. 1 of PA/DE	Fire and Police Retiree Health Care Fund, San
Brighton Health Plan Solutions, llc d/b/a	Antonio
MagnaCare Administrative Services	Flint Plumbing and Pipefitting Industry
Brighton Health Plan Solutions, LLC d/b/a	Health Care Fund

¹ The inclusion of an entity on Exhibit A is not an admission that the entity's claims have not been released in a prior settlement with Teva.

Non-Exhaustive List of Plaintiff Class Members¹

MagnaCare Administrative Services and MagnaCare, LLC	Iron Workers Local 40 Health Fund
Gordon L. Seaman, Inc.	Iron Workers Local 417 Health Fund
Health Plan of San Joaquin	Ironworkers Local 580 Health & Benefit Plan
HMO Louisiana, Inc.	IUOE Local 138 Health Benefit Fund
Hollow Metal Trust Fund	John Martinez d/b/a John Martinez Trucking
Hui Huliau, A Native Hawaiian Organization	Kaya Associates, Inc.
IBEW Local 25 Health & Benefit Fund	Kentucky League of Cities Insurance Services
IBEW Local 716 Electrical Medical Trust	Laborers 17 Health Benefit Fund
IBEW Local 90 Benefits Plan	Laborers' District Council Building and Construction Health and Welfare Fund
Illinois Public Risk Fund	Laborers Local 1298 of Nassau & Suffolk Counties Welfare Fund
ILWU-PMA Welfare Plan	Laborers Local 235 Welfare Fund
Inland Empire Health Plan	Lassen County Office of Education
Intergovernmental Personnel Benefit Cooperative	LNO, Inc.
Intergovernmental Risk Management Agency	Local 22 Health Benefit Fund
International Brotherhood of Electrical Workers Local 728 Family Healthcare Plan	Local 279 Cleveland Teachers Union
International Brotherhood of Electrical Workers Local 98 Health & Welfare Fund	Local 342 United Marine Division Insurance Fund
International Brotherhood of Electrical Workers Local 98 Sound and Communication Health & Welfare Fund	Local 381 Group Insurance Fund
International Brotherhood of Trade Unions Local 713	Local 493 Teamsters Health Services and Insurance Plan
International Construction, Inc.	Local 671 Teamsters Health Services and Insurance Plan
International Intimates, Inc.	Local 677 Teamsters Health Services and Insurance Fund
International Union of Operating Engineers, Local 150	Local 713 I.B.O.T.U. Welfare Fund
International Union of Painters and Allied Trades 1974	Local 8A-28A Welfare Fund
International Union of Painters and Allied Trades, District Council No. 21 Welfare Fund	Local Initiative Health Authority for Los Angeles operating as L.A. Care Health Plan
Iron Workers Local 361 Health Fund	Local No. 25 Sheet Metal Workers Health & Welfare Fund

Non-Exhaustive List of Plaintiff Class Members¹

Local No. 38 IBEW Health and Welfare Fund	Ohio Carpenters Health Fund
Louisiana Agricultural Compensation Self-Insured Fund	Ohio Conference of Teamsters & Industry Health and Welfare Fund
Louisiana Assessors Insurance Fund	Painting Industry Insurance Fund
Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana	Philadelphia Federation of Teachers Health & Welfare Fund
Louisiana Loggers Self-Insured Fund	Phillip Fyman and Alexander Weingarten, M.D., P.C.
MAO-MSO Recovery II, LLC	Pioneer Telephone Cooperative, Inc. as Plan Sponsor and Fiduciary of Pioneer Telephone Cooperative, Inc. Employee Benefits Plan
MAO-MSO Recovery II, LLC	Pioneer Telephone Cooperative, Inc. Employee Benefits Plan
Marketing Services of Indiana, Inc.	Pipe Fitters Local Union No. 120 Insurance Fund
Massachusetts Bricklayers & Masons Trust Funds	Pipefitters Local 636 Insurance Fund
Mayflower Municipal Health Group	Pleasant Valley School District
Medford Volunteer Ambulance	Plumbers & Steamfitters Local 166 Health and Welfare Fund
Medical Mutual of Ohio	Plumbers Local Union No. 1 Welfare Fund
Merrick Library	Plumbers Local Union No. 68 Welfare Fund
Metallic Lathers and Reinforcing Iron Workers Local 46 Health & Benefit Fund	Plumbers' Local Union No. 690 Health Plan
Midwest Operating Engineers Health and Welfare Fund	Pointe Coupee Parish Health Services District Number 1
Minute Men Select, Inc.	Public Service Insurance Company
Minute Men, Inc.	Redwood Contracting Corp.
MSI Corporation	Risk Management, Inc.
MSP Recovery Claims, Series LLC	Roofers Local 149 Security Benefit Trust Fund
MSP Recovery Claims, Series LLC	Roofers Local 8 WBPA Fund
MSP Recovery Claims, Series LLC	San Francisco Health Plan
MSPA Claims 1, LLC	San Leandro Unified School District
MSPA Claims 1, LLC	Santa Barbara San Luis Obispo Regional Health Authority, d/b/a CenCal Health
National Roofers Union & Employers Joint Health & Welfare Fund	
New York City District Council of Carpenters Welfare Fund	
NOITU Insurance Trust Fund	
Northwest Arizona Employee Benefit Trust	

Non-Exhaustive List of Plaintiff Class Members¹

Security Health Plan of Wisconsin, Inc.	United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania
Shamrock Materials, LLC	
Sheet Metal Workers Local 19 Health Fund	United Food and Commercial Workers Local 1000 Oklahoma Health and Welfare Fund
Sheet Metal Workers Local 38 Insurance and Welfare Fund	United Food and Commercial Workers Local 1995 and Employers Health and Welfare Fund
South Central UFCW Unions and Employers Health & Welfare Trust	
Southern Tier Building Trades Benefit Plan	United Food and Commercial Workers Local 23 and Employers Health Fund
Steamfitters Local 449 Medical & Benefit Fund	United Food and Commercial Workers Union UFCW Local 1529 and Employers Health and Welfare Plan and Trust
Structural Steel 806 Health Plan	United Food and Commercial Workers Unions and Employers Health and Welfare Fund - Atlanta
Suffolk Transportation Services, Inc.	United Wire, Metal & Machine Local 810 Health Benefit Fund
Susanville Elementary School District	UOPW Local 175 Welfare Fund
Teamsters Health Services and Insurance Plan Local 404	Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan
Teamsters Local 237 Retirees' Benefit Fund	Wayne Farms, LLC
Teamsters Local 237 Welfare Fund	West Bend Mutual Insurance Company
Teamsters Local 237 Welfare Fund, NY	Westchester Heavy Construction Laborers Local 60 Health & Welfare Fund
Teamsters Local 445 Welfare Fund	Western Pennsylvania Electrical Employees Insurance Trust Fund
Teamsters Local 456 Welfare Fund	Zenith Insurance Company
Teamsters Local No. 348 Health & Welfare Fund	Znat Insurance Company
Teamsters Union Local No. 52 Health And Welfare Fund	
The Black Prince Distillery, Inc.	
The Par Group	
Thomas F. Corbett Associates, LLC	
Trustees of the Unite Here Local 634 Health & Welfare Fund, PA	
UFCW Local 1500 Welfare Fund	
UFCW Local 342 Healthcare Fund	
UFCW Local 342 Welfare Fund	
Uniformed Fire Officers Association Benefits Fund	
United Crafts Benefits Fund	

EXHIBIT C

United States District Court for the Northern District of Ohio
Eastern Division

IN RE: NATIONAL PRESCRIPTION OPIATE
LITIGATION

MDL 2804

Case No. 1:17-md-2804

INSTRUCTIONS FOR SUBMITTING YOUR CLAIM FORM

IMPORTANT: *If you filed a claim to participate in the previous TPP Class Settlement in this case, or if you filed a claim to participate in the TPP class settlement in *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*, then you do not have to complete the full claim form and submit supporting data again. Please simply complete Section A on page 2 and check a box in Section E on page 7 to rely on your previous claim filing.*

A Third-Party Payor (TPP) Class Member or an authorized agent for a TPP Class Member may complete this Claim Form. The Claims Administrator may request supporting documentation in addition to the documentation and information requested below. The Claims Administrator may reject a claim if the TPP Class Member or its authorized agent does not provide all requested documentation and information in a timely manner. If both a TPP Class Member and its authorized agent submit a Claim Form, the Claims Administrator will review both and determine which is controlling, as well as the amount of the Claim, giving consideration to the extent to which the claims overlap or supplement one another.

If you are a TPP Class Member submitting a Claim Form on your own behalf, you must provide the information requested in “**Section A – COMPANY OR HEALTH PLAN TPP CLASS MEMBER ONLY**,” in addition to the other information requested in this Claim Form.

If you are an **authorized agent** of one or more TPP Class Members, you must provide the information requested in “**Section B – AUTHORIZED AGENT ONLY**,” in addition to the other information requested in this Claim Form.

If you are submitting a Claim Form only as an authorized agent of two or more TPP Class Members, you may submit a separate Claim Form for each TPP Class Member OR you may submit a “Consolidated Claim” via a single Claim Form for all such TPP Class Members.

For those Consolidated Claims that are being submitted for multiple TPP Class Members, the filer shall provide **aggregate** information as directed in Sections C or D of this Claim Form, and submit along with this Claim Form a chart identifying the TPP Class Members included in the Consolidated Claim, as directed in Section B. For each TPP Class Member included in the Consolidated Claim, the chart shall provide: (i) the name of the TPP Class Member claimant and (ii) the TPP Class Member’s Federal Tax Identification Number (FEIN).

The “TPP Methodology NDCs” and “TPP Methodology ICD Codes” necessary to complete Section C are available at **www.TPPOpioidSettlement.com**.

To qualify to receive a payment from the Settlement, you must complete and submit this Claim Form either on paper or electronically on the Settlement website, **www.TPPOpioidSettlement.com**, and you may need to provide certain requested documentation to substantiate your Claim.

Your failure to complete and submit the Claim Form postmarked (if mailed) or received (if submitted online) on or before _____, **2026**, will prevent you from receiving any payment from the Settlement. Submission of this Claim Form does not ensure that you will share in the payments related to the Settlement. If the Claims Administrator rejects or reduces your Claim, you may invoke the dispute resolution process described on page 7.

No. 1:17-md-2804 (N.D. Ohio)

MUST BE POSTMARKED ON OR BEFORE, OR SUBMITTED ONLINE BY
_____, 2026

THIRD-PARTY PAYOR CLAIM FORM

Use Blue or Black Ink Only

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF A THIRD-PARTY PAYOR (OR AN AUTHORIZED AGENT) AND NOT INDIVIDUAL CONSUMERS.

- Complete Section A only if you are filing as an individual TPP Class Member.
- Complete Section B only if you are an authorized agent filing on behalf of one or more TPP Class Members.

Section A: Company or Health Plan TPP Class Member Only

TPP Class Member Name

Contact Name

Care of (if applicable)

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Tax Identification Number (FEIN)

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used since January 1, 1996.

☐

Health Insurance Company/HMO

☐

Self-Insured Employee Health or Pharmacy Benefit Plan

☐

Self-Insured Health & Welfare Fund

☐

Other (Explain)

Section B: Authorized Agent Only

As an authorized agent, please check how your relationship with the TPP Class Member(s) is best described (you may be required to provide documentation demonstrating this relationship):

☐ Third-Party Administrator or Administrative Services Only Provider

☐ Pharmacy Benefit Manager

☐ Other (Explain):

Authorized Agent's Company Name

Contact Name

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every TPP Class Member (*i.e.*, Company or Health Plan) for whom you are submitting this Claim Form (attach additional sheets to this Claim Form as necessary). Alternatively, you may submit the requested list of TPP Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file. Contact the Claims Administrator to determine what formats are acceptable. Claim Forms submitted on behalf of two or more TPP Class Members are referred to as Consolidated Claims. In either case, the list shall be maintained as confidential by the Claims Administrator.

TPP CLASS MEMBER'S NAME

TPP CLASS MEMBER'S FEIN

Section C: TPP Claims Methodology 1 - Transactional Claims Data Available

Recognizing the difficulty of producing (claims or enrollment) data for the early part of the Class Period, we are asking for such data beginning only in 2008. TPP Class Members that are able to access pharmacy and medical transactional claims data from 2008-2024 must utilize the methodology outlined in this Section C to complete this Claim Form.

For the TPP Class Member(s) on whose behalf you are submitting this Claim Form, please provide the following information or utilize the forms for both individual and Consolidated Claims provided by the Claims Administrator at www.TPPOpioidSettlement.com.

- i. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify: the total dollar amount paid or reimbursed by the TPP Class Member(s) for the TPP Methodology NDCs from January 1, 2008 to September 3, 2024.
- ii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of member-years with an opioid use disorder (OUD) diagnosis based on the TPP Methodology ICD Codes from January 1, 2008 to September 3, 2024. Member-years with OUD diagnosis is the sum of the number of unique individuals with an OUD diagnosis within each year, totaled for the most recent 17 years of the damage period. (For example, if you had 10 people per year with OUD in each year for 5 years, that would equal 50 member-years with OUD diagnosis.)
- iii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of Covered Lives* as of January 1, 2024.
- iv. The TPP Claim amounts for TPP Class Members that provide the information identified above in this Section C will be calculated as follows:
 - a. The estimated medical cost of OUD (\$XX,XXX) will be multiplied by the number of member-years with OUD identified in Section C.ii.; and
 - b. The dollar value provided in Section C.i. will be combined with the dollar value derived in Section C.iv.a.

*“Covered Lives” means the number of enrollees or beneficiaries covered by the TPP.

What should I do if I have transactional data available for some years but not others?

You **must** follow Methodology 1 outlined in Section C to complete the Claim Form for **all** the years between January 1, 2008 to September 3, 2024 for which you have transactional data available. You may use Methodology 2 outlined in Section D to complete the Claim Form for any remaining years for which you do not have transactional data available.

Please note, if you use Methodology 2 to submit a Claim Form for years that you have or could obtain data for, your entire claim may be rejected.

State	Total Dollar Amount Paid	Member-Years with OUD Diagnosis	Covered Lives as of January 1, 2024

Section D: TPP Claims Methodology 2 - Transactional Claims Data Unavailable

A TPP Class Member that is unable to access pharmacy and medical transactional claims data from 2008 – 2024, as necessary to complete Section C above, should utilize the methodology outlined in this Section D to complete this Claim Form. TPP Class Members electing to utilize TPP Methodology 2 must attest below that they do not have access to the necessary transactional claims data for completing TPP Methodology 1.

For each TPP Class Member on whose behalf you are submitting this Claim Form, and on an *aggregated basis for entities filing Consolidated Claims*, list the number of Covered Lives* for each year in the applicable group of states. Spreadsheet templates of this chart are also available on the Settlement website for both individual and Consolidated Claims, www.TPPOpioidSettlement.com.

The Claims Administrator may request documents or other information from you to support your response below regarding your membership.

*"Covered Lives" means the number of enrollees or beneficiaries covered by the TPP.

	Group 1: AK, AZ, CA, CO, GA, HI, ID, IL, MN, NV, NM, NY, SC, TX, UT, VT, VA, WA, WY Covered Lives	Group 2: CT, IN, KS, LA, MD, MI, MS, MT, NE, NH, NC, ND, OR, SD, WI Covered Lives	Group 3: AL, AR, DE, DC, FL, IA, KY, ME, MA, MO, NJ, OH, OK, PA, RI, TN, WV Covered Lives
2008			
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			

If you are unable to break down the number of covered lives by state, please complete the chart below with the number of covered lives by year. You may receive less than you may have otherwise been eligible for in accordance with the Plan of Allocation.

	All States Covered Lives
2008	
2009	
2010	
2011	
2012	
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

For TPP Class Members electing to utilize TPP Methodology 2: After all Claims have been filed, the Claims Administrator will calculate an average dollar value per covered life, based on all TPP information accumulated from submissions pursuant to Section C. The Claims Administrator will apply this average dollar value to the information provided above in this Section D.

Section E: Proof of Payment and Disputes Regarding Claim Amounts

Please provide as much of the information requested above as possible. **If you submitted pharmacy transaction data supporting: (1) your claim in *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*; OR (2) your claim in the TPP Class Settlement with Settling Distributors in this case, then you do not need to submit transaction data with this claim, but you still must submit this claim form.** If you did not make a claim in *In re McKinsey* or in the previous TPP Class Settlement in this case, then you must complete this claim form and provide pharmacy transaction data supporting the claims identified in Section C.i. for amounts of \$300,000 or more. The Claims Administrator may also require pharmacy transaction data for claims of less than \$300,000, so keep related transaction data and any other claim documentation supporting your Claim (e.g., invoices) in case the Claims Administrator requests it later. If the Section C.i. amount is less than \$300,000, you should still provide the pharmacy transaction data with your Claim submission if you can.

☐ *Check this box if you provided data with your claim form in *In re McKinsey* and would like the Claims Administrator to use that data for your claim.*

☐ *Check this box if you provided data with your claim form in the previous TPP Class Settlement in this case and would like the Claims Administrator to use that data for your claim.*

Please keep all medical transaction data supporting your Section C.ii. amounts in case the Claims Administrator requests it later.

If, after an audit of your Claim, the Claims Administrator still has questions about your Claim and you have not provided sufficient documentation of your Claim, the Claims Administrator may reject your Claim.

If the Claims Administrator rejects or reduces your Claim and you believe the rejection or reduction is in error, you may contact the Claims Administrator to request further review. If the dispute concerning your Claim cannot be resolved by the Claims Administrator and Settlement Class Counsel, you may request that the Court review your Claim.

Section F: Certification

I/We have read and am/are familiar with the contents of the Instructions accompanying this Claim Form. I/We certify that the information I/we have set forth in the above Claim Form and in any documents attached by me/us are true, correct, and complete to the best of my/our knowledge. I/We certify that I/we, or the TPP Class Member(s) I/we represent:

- a. During the period January 1, 1996 to the date of entry of the Preliminary Approval Order, (i) paid and/or were reimbursed for Products that are identified in the TPP Methodology NDCs (which were manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members), for purposes other than resale, **and/or** (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, as identified in the TPP Methodology ICD Codes, on behalf of individual beneficiaries, insureds, and/or members; and
- b. Is not one of the following excluded parties: (1) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendants; (2) Pharmacy Benefit Managers ("PBMs"); (3) consumers; (4) fully insured plan sponsors; (5) Settling Defendants and their subsidiaries, affiliates, and controlled persons; (6) officers, directors, agents, servants, or employees of any Settling Defendant, and the immediate family members of any such

persons; (7) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s); and (8) anyone that excluded themselves from the TPP Class.

I/We further certify that I/we have provided all of the information requested above to the extent I/we have it.

I/We further certify that to the extent I/we am/are submitting this Claim Form pursuant to Section D, TPP Claims Methodology 2, above, I/we do not reasonably have access to the transactional claims data necessary to complete and submit this Claim Form pursuant to Section C, TPP Methodology 1.

To the extent I/we have been given authority to submit this Claim Form by one or more TPP Class Members on their behalf, and accordingly am/are submitting this Claim Form in the capacity of an authorized agent with authority to submit it, and to the extent I/we have been authorized to receive on behalf of the TPP Class Member(s) any and all amounts that may be allocated to them from the Settlement Fund, I/we certify that such authority has been properly vested in me/us and that I/we will fulfill all duties I/we may owe the TPP Class Member(s). If amounts from the Net Settlement Fund are distributed to me/us and a TPP Class Member later claims that I/we did not have the authority to claim and/or receive such amounts on its behalf, I/we and/or my/our employer will hold the Class, Settlement Class Counsel, Settling Defendants, and the Claims Administrator harmless with respect to any claims made by the TPP Class Member.

I/We further certify that that I/we, or the TPP Class Member(s) I/we represent, have authority to release all Released Claims on behalf of the TPP Class Member(s) and all other entities who are Releasers by virtue of their relationship or association with it/them.

I/We hereby submit to the jurisdiction of the United States District Court for the Northern District of Ohio for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form. I/We acknowledge that any false information or representations contained herein may subject me/us to sanctions, including the possibility of criminal prosecution. I/We agree to supplement this Claim Form by furnishing documentary backup for the information provided herein, upon request of the Claims Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this _____ day of _____ 2026.

Signature

Position/Title

Print Name

Date

Mail the completed Claim Form to the address below, postmarked on or before _____, 2026, or submit the information online at the Settlement website below by that date:

In re National Prescription Opiate Litigation
c/o A.B. Data, Ltd.
P.O. Box 173026
Milwaukee, WI 53217
Toll-Free Telephone: 1-877-411-4860
Website: www.TPPOpioidSettlement.com
Email: info@TPPOpioidSettlement.com

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form. Attach or upload any required documentation supporting your claim.
2. Keep a copy of your Claim Form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Claim Form, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Claims Administrator at info@TPPOpioidSettlement.com or via U.S. Mail at the address listed above.

EXHIBIT D

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**[PROPOSED] ORDER GRANTING THIRD PARTY PAYOR PLAINTIFFS’
MOTION FOR (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
AND (2) DIRECTION OF NOTICE UNDER FEDERAL RULE OF CIVIL PROCEDURE
23(e)**

Before the Court is Third Party Payor (“TPP”) Plaintiffs’ Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e), which seeks: (i) Preliminary Approval of the Settlement Agreement; (ii) preliminary certification, for settlement purposes only, of the Settlement Class; (iii) appointment of Interim Settlement Class Counsel and Interim Co-Lead Settlement Class Counsel; (iv) appointment of Settlement Class Representatives; (v) approval of the Notice and proposed Notice Plan; (vi) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (vii) appointment of the Notice and Claims Administrator; and (viii) an order staying and enjoining Actions against Teva, including its subsidiaries and affiliates, as set forth below.

WHEREAS, a proposed Class Action Settlement Agreement (the “Settlement”) has been reached between Class Counsel for TPP Plaintiffs, on behalf of a proposed settlement class of TPPs, and Teva¹ that resolves certain claims against Teva pertaining to its manufacture, marketing, and distribution of opioids and alleged contribution to the opioid epidemic;

WHEREAS, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit __ to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF No. __), unless otherwise defined herein;

WHEREAS, Teva does not oppose the Court’s entry of the proposed Preliminary Approval Order;

WHEREAS, this Court has presided over and managed these MDL proceedings since the United States Judicial Panel on Multidistrict Litigation (“JPML”) centralized the Actions before this Court, *In re: Nat’l Prescription Opiate Litig.*, 2017 WL 6031547 (J.P.M.L. Dec. 5, 2017);

WHEREAS, the Court finds it has jurisdiction over the Actions centralized before this Court in this MDL No. 2804, and the parties to those Actions, for purposes of Settlement and asserts jurisdiction over the Settlement Class Representatives for purposes of considering and effectuating this Settlement; and

WHEREAS, this Court has considered all of the presentations and submissions related to the Motion, as well as the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

NOW, THEREFORE, IT IS HEREBY ORDERED:

¹ “Teva” is defined here as set forth in Section I of the Class Action Settlement Agreement Among Third Party Payors and the Teva Defendants.

The proposed Settlement appears to be the product of intensive, thorough, serious, informed, and non-collusive negotiations; has no obvious deficiencies; does not improperly grant preferential treatment to the Settlement Class Representatives or segments of the Class; and appears to be fair, reasonable, and adequate, such that notice of the Settlement should be directed to Settlement Class Members and a Fairness Hearing should be set.

Accordingly, the Motion is GRANTED.

I. CLASS DEFINITION, CLASS REPRESENTATIVES, AND CLASS COUNSEL

“Class” or “Settlement Class” includes:

All entities that (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale, and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

Excluded from the Class are:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with Teva, (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and
2. (a) Teva and its subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of Teva, and the immediate family members of any such persons; and (c)

persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, are hereby appointed as Interim Settlement Class Counsel, and Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, are also hereby appointed as Interim Co-Lead Settlement Class Counsel, under Rule 23(g)(3) of the Federal Rules of Civil Procedure. Interim Co-Lead Settlement Class Counsel and Teva are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

The following TPP Plaintiffs are appointed as Settlement Class Representatives: Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

II. PRELIMINARY FINDINGS

The Court is familiar with the standards applicable to certification of a settlement class. *See* Fed. R. Civ. P. 23(e); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997); *Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); Order Granting Plaintiff’s Unopposed Motion for Preliminary Approval of Settlement and Notice to Settlement Class, *Wiley v. TravelCenters of Am., LLC*, No. 1:21-cv-01093 (N.D. Ohio Aug. 25, 2022), ECF No. 19 (Polster, J.).

Applying these standards, the Court finds it will likely be able to certify, under Rule 23(e)(2), the proposed Settlement Class as defined above, for settlement purposes only, because the Class and its representatives likely meet all relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3). In fact, the proposed settlement class is nearly identical to the TPP settlement class the Court previously certified. *See generally* Order Granting TPP Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Federal Rule of Civil Procedure 23(e) (September, 3, 2024), ECF No. 5616; Final Order and Judgment Granting TPP Plaintiffs' Motion for Final Approval of Class Action Settlement, and Award of Attorneys' Fees and Expenses and Settlement Class Representative Service Awards (January 15, 2025), ECF No. 5869.

III. NOTICE TO SETTLEMENT CLASS MEMBERS

The Court is also familiar with evolving methods of class notice. As applied here, the Court finds the content, format, and method of disseminating Notice—set forth in the Motion (ECF No. __), the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser in support of the Motion (ECF No. __-1), and the exhibits attached thereto—satisfy Rule 23(c)(2) and contemporary notice standards. The Court approves the notice program and directs that notice substantially in the form of the Proposed Notice be disseminated in the manner set forth in the proposed Settlement and Motion, the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser, and the Declaration of Eric J. Miller to Settlement Class Members under Rule 23(e)(1). No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Settlement Class Counsel shall serve on Teva and file with the Court proof, by affidavit or declaration, of such distribution.

IV. PROPOSED SCHEDULE

Interim Settlement Class Counsel propose the below schedule for disseminating Notice, filing objections to the Settlement, requesting exclusion from the Class, and filing TPP Plaintiffs' Motion for Final Approval and for Attorneys' Fees and Expenses:

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Deadline for Teva to provide Class Action Fairness Act notice to appropriate federal and state officials.	10 days after the filing of the Settlement with the Court	
Deadline for Notice and Claims Administrator to commence dissemination of Notice to Settlement Class Members via email and/or U.S. mail (the "Notice Date").	14 days following entry of Preliminary Approval Order	
Deadline for Interim Settlement Class Counsel to serve on Teva and file with the Court proof, by affidavit or declaration, of the dissemination of the Notice.	14 days following the Notice Date	
Deadline to submit opening briefs and supporting materials in support of Final Approval of Settlement and motion for attorneys' fees and expenses.	25 days after the Notice Date	
Deadline for objectors to file Objections with the Court, and for Settlement Class Members to deliver written and signed Opt-Out Forms to Notice and Claims Administrator. For the avoidance of doubt, Opt-Out Forms must be received by Notice and Claims Administrator by such date.	45 days after the Notice Date	
Reply Memoranda in Support of Final Approval and Fee and Expense Application filed.	75 days after the Notice Date	

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Fairness Hearing	No earlier than the later of: (1) 100 days following submission of the Motion for Preliminary Approval; or (2) 5 days following Teva's deadline to exercise their Walk-Away Right.	

The Fairness Hearing shall take place on [day] _____, **2026**, at __:__.m. at the United States District Court for the Northern District of Ohio, Carl B. Stokes United States Court House, 801 West Superior Avenue, Courtroom 18B, Cleveland, Ohio 44113-1837, before the Honorable Dan Aaron Polster, to determine whether the proposed Settlement is fair, reasonable, and adequate; whether it should be finally approved by the Court; and whether the Actions as to Teva and Released Claims should be dismissed with prejudice under the Settlement and the notice program. Any application for Attorneys' Fees and Expenses submitted by Interim Settlement Class Counsel and any application for a Service Award to the Settlement Class Representatives will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

V. STAY OF ACTIONS AS TO TEVA

The stay of all MDL No. 2804 TPP Actions as to Teva, including its subsidiaries and affiliates, shall continue until this Court has made its final settlement approval determination. The Court hereby severs and stays the Class Representatives' and TPP Bellwether Plaintiffs' cases as to Teva, including its subsidiaries and affiliates, during the same period. In aid of the Court's jurisdiction over this Action, all Settlement Class Members are hereby enjoined from filing, commencing, prosecuting, continuing, litigating, intervening in, or participating as class members in any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class.

VI. PROCEDURE FOR OPT-OUTS AND OBJECTIONS

The procedure for Opt-Outs set forth in Section V.G. of the Settlement Agreement, and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement, as set forth in the Settlement Agreement and proposed Notices attached thereto, are approved. Opt-Out forms must be received by the Notice and Claims Administrator no later than the date designated for such purpose in the Notice and set forth in the chart above.

No “mass,” “class,” “group,” or otherwise combined Opt-Out Forms shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition including, but not limited to, subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures, clients, customers, or administrative services organization.

Any Settlement Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G. of the Settlement Agreement submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Section V.F., shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.

The procedure for Objections to the Settlement or to an award of fees or expenses to Settlement Class Counsel, as set forth in Section V.F. of the Settlement Agreement, is approved.

The assertion of an Objection does not operate to opt the TPP asserting it out of, or otherwise exclude that TPP from, the Settlement Class. A TPP within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form in accordance with the Settlement Agreement and this Order.

No later than seven (7) calendar days following the deadline set by the Court for Settlement Class Members to opt out from the Class, Interim Settlement Class Counsel shall direct and the Notice and Claims Administrator shall provide Teva's counsel with the Opt-Out Report identifying all requests to be excluded from the certified Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1. or were otherwise inadequate.

Pursuant to Section VI.C.2. of the Settlement Agreement, Teva may, in its sole discretion, terminate the Agreement by serving written notice, by email and overnight courier, to Interim Settlement Class Counsel within fifteen (15) calendar days following receipt by Teva from Interim Settlement Class Counsel of the Opt-Out Report (the "Walk-Away Right"), unless such date is extended by mutual agreement of Interim Settlement Class Counsel and Teva.

VII. SETTLEMENT ADMINISTRATION, NOTICE, AND CONTINUING JURISDICTION

The dates and deadlines set forth in this Preliminary Approval Order, including, but not limited to, the Fairness Hearing, may be extended by Order of the Court without further notice to Settlement Class Members, except that notice of any such extensions shall be included on the Settlement website. Settlement Class Members should check the Settlement website regularly for updates and further details regarding extensions of these deadlines. Opt-Out Forms and Objections must meet the deadlines and follow the requirements set forth in the approved Notice in order to be valid.

Interim Co-Lead Settlement Class Counsel and Teva are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement not materially inconsistent with the Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, the form or content of the Notice, or any other exhibits the Settlement Class

Representatives and Teva jointly agree are reasonable or necessary, except as otherwise provided in the Settlement Agreement.

The Court appoints A.B. Data to serve as the Notice and Claims Administrator, and authorizes A.B. Data, through data aggregators or otherwise, to request, obtain, and use Settlement Class Members' information for notice purposes.

Settlement Class Members that wish to participate in the Settlement shall complete and submit Claim Forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be submitted no later than _____, 2026. Any Settlement Class Member that submits a Claim Form shall reasonably cooperate with the Notice and Claims Administrator, including by promptly responding to any inquiry made by the Notice and Claims Administrator. Any Settlement Class Member that does not timely submit a Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court. The Claim Form shall comply with the requirements set forth in the Settlement Agreement and any further requirements described in the form attached as Exhibit C to the Settlement Agreement.

The Court appoints Citibank, N.A. as Escrow Agent, which shall control and administer an Escrow Account to be established as set forth in the Settlement. Within the later of twenty-one (21) calendar days of the entry of this Order or Teva's receipt of information and instructions required to effectuate a wire transfer in satisfaction of this paragraph, Teva shall pay by wire transfer a portion of the Settlement Amount sufficient to cover the Notice and Administrative Costs, and any Taxes and Tax Expenses as they become due, but in no event greater than \$1,000,000.00. The Escrow Agent may direct payment of up to \$1,000,000.00 for reasonable Notice and Administrative Costs, including Taxes or Tax Expenses, as approved by this Court.

Any portion of the Escrow Account not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to Teva, including interest accrued, if, for any reason, the Effective Date does not occur.

All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to the Settlement and/or further order(s) of the Court.

The Court also authorizes that the Escrow Account be established as a “qualified settlement fund” within the meaning of Treasury Regulations § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable). Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement.

The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

Neither this Preliminary Approval Order, the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be considered, construed or represented to be: (1) an admission, concession, or evidence of liability or wrongdoing; or (2) a waiver or any limitation of any defense otherwise available to Teva.

If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* as of January 1, 2026 as set forth in Section V.C.2. of the Settlement, except as otherwise expressly provided in the Settlement Agreement. In such event, Teva will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Actions. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense

to their claims.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE

EXHIBIT E

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING
THIRD PARTY PAYOR PLAINTIFFS' MOTION FOR (1) FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, AND (2) AWARD OF ATTORNEYS' FEES AND
EXPENSES AND SETTLEMENT CLASS REPRESENTATIVE SERVICE AWARDS**

Before the Court is Third Party Payor ("TPP") Plaintiffs' Motion for (1) Final Approval of Class Action Settlement,¹ and (2) Award of Attorneys' Fees and Expenses and Settlement Class Representative Service Awards. The background, procedural history, and Settlement terms were summarized in the Court's Order Granting TPP Plaintiffs' Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e). *See* ECF No. __ ("Preliminary Approval Order"). In brief, the Settlement between Interim Settlement Class Counsel for TPP Plaintiffs, on behalf of a proposed Settlement

¹ For the avoidance of doubt, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit __ to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF No. __).

Class of TPPs, and Teva² provides \$45 million to compensate the Settlement Class for harms allegedly incurred as part of the ongoing, nationwide opioid crisis.

I. CLASS CERTIFICATION AND SETTLEMENT APPROVAL

When presented with a motion for final approval of a class action settlement, a court first evaluates whether certification of a settlement class is appropriate under Rule 23(a)-(b) of the Federal Rules of Civil Procedure. Rule 23(a) provides that a class action is proper only if four requirements are met: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation. *See* Fed. R. Civ. P. 23(a)(1)-(4). As relevant here, certification of a Rule 23(b)(3) settlement class action requires that: (1) “the questions of law or fact common to class members predominate over any questions affecting only individual members”; and (2) “a class action [be] superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). In its Preliminary Approval Order, the Court concluded that the Settlement Class, as defined therein, and its Settlement Class Representatives were likely to satisfy these requirements and that Interim Settlement Class Counsel met the requirements of Rule 23(g). *See* Preliminary Approval Order at ___. The Court finds no reason to disturb its earlier conclusions, as the requirements of Rule 23(a), (b)(3), and (g) were satisfied then, and they remain satisfied now. Accordingly, the Court concludes that certification of the Settlement Class is appropriate.

After finding that the Settlement Class satisfies Rule 23(a) and (b)(3), the Court must determine whether the Settlement is fundamentally “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). The Court is familiar with the standards applicable to certification of a

² “Teva” is defined as set forth in Section I of the Class Action Settlement Agreement Among Third Party Payors and the Teva Defendants.

settlement class, having applied these standards in the Preliminary Approval Order to conclude that the Settlement appeared to be “fair, reasonable, and adequate[.]” *See* Preliminary Approval Order at ___. *See also Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); *Granada Invs., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205-06 (6th Cir. 1992) (noting that district courts enjoy broad discretion when applying the Rule 23(e)(2) factors).

Now, in granting final approval of the Settlement, the Court has considered each of the Rule 23(e) factors and finds that the Settlement Class Representatives and Interim Settlement Class Counsel have adequately represented the Settlement Class; the Settlement Agreement was negotiated at arm’s length; the relief provided for the Settlement Class is adequate; and the Plan of Allocation treats Settlement Class Members equitably relative to one another. *See* Fed. R. Civ. P. 23(e)(2).

These conclusions are bolstered by the Settlement Class Members’ favorable reaction to the Settlement: __ TPPs objected to the settlement, and, out of over 40,000 potential Settlement Class Members that were notified, only __ TPPs (less than __%) excluded themselves from the settlement. This factor supports final approval. *See Whitlock*, 843 F.3d at 1093 (considering as part of the Rule 23(e)(2) seven-factor analysis “the reaction of absent class members”).

In addition, the Court finds that the Court-approved notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order fully complied in all respects with the requirements of Fed. R. Civ. P. 23 and due process, and the notice constituted the best notice practicable under the circumstances and was reasonably calculated under the circumstances to apprise the Settlement Class Members of the pendency of this Action, their right to object to or exclude themselves from the Settlement, and their right to appear at the Fairness Hearing.

The Court also finds that Teva has complied with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, 1711–15, and its notice requirements by providing appropriate federal and state officials with information about the Settlement Agreement.

II. REQUESTED ATTORNEYS’ FEES AND EXPENSES AND SERVICE AWARDS

“The determination of a reasonable fee must be reached through an evaluation of a myriad of factors, all within the knowledge of the trial court, examined in light of the congressional policy underlying the substantive portions of the statute providing for the award of fees.” *United Slate, Tile & Composition Roofer, Damp & Waterproof Workers Ass’n, Local 307 v. G & M Roofing & Sheet Metal Co.*, 732 F.2d 495, 501 (6th Cir. 1984); *see also Feiertag v. DDP Holdings, LLC*, 2016 WL 4721208, at *6 (S.D. Ohio Sept. 9, 2016) (applying factors to determine a reasonable attorneys’ fee). Attorneys’ fees may be properly awarded as a “percentage of the fund method.” *Rawlings v. Prudential-Bache Props., Inc.*, 9 F.3d 513, 516 (6th Cir. 1993).

Interim Co-Lead Settlement Class Counsel request a fee award of __% of the Settlement Funds, plus all reimbursable costs and service awards. The fee amount includes the common benefit obligations due under the Court’s common benefit-related Orders (*see* ECF No. 4428, May 9, 2022 Ongoing Common Benefit Order). Such a fee award is consistent with the Court’s previous approval. *See* Distributors Final Approval Order at 8, 11-12 (Jan 15, 2025), ECF No. 5869.

III. CONCLUSION

Accordingly, the Court hereby orders, adjudges, finds, and decrees as follows:

The Court **DISMISSES** the Actions coordinated under MDL No. 2804 and all claims contained therein, as well as all of the Released Claims with prejudice as to the Released Entities

only. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

Only those entities listed in the Opt-Out Report appended to Exhibit 1 of the Supplemental Joint Declaration of Elizabeth J. Cabraser and Paul J. Geller (ECF No. __) that timely submitted valid requests to opt out of the Settlement Class are not bound by this Order. Those entities are not entitled to any recovery from the Settlement.

The Court **GRANTS** class certification for settlement purposes only.

The Court **CONFIRMS** the appointment of Interim Settlement Class Counsel Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, as Settlement Class Counsel. The Court also **CONFIRMS** the appointment of Interim Co-Lead Settlement Class Counsel Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, as Co-Lead Settlement Class Counsel.

The Court **CONFIRMS** the appointment of Settlement Class Representatives Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

The Court **GRANTS** Co-Lead Settlement Class Counsel's request for attorneys' fees and costs, subject to the Court's common benefit-related Orders. The Court hereby **AWARDS**: notice and administration costs, expert costs, and Settlement Class Counsel expenses; attorneys' fees of __% of the Settlement Funds; and the below service awards. The attorneys' fee award includes the common benefit obligations due under the Court's common benefit-related Orders, which shall be allocated by the existing Fee Panel among qualified applicants firms that it determines did

work that inured to the common benefit of the TPPs. The fee award net of the common benefit assessment shall be allocated by Co-Lead Settlement Class Counsel among firms actively litigating on behalf of the TPP Class, with any appeals to such allocation going to Special Master Cohen.

The Court **GRANTS** Settlement Class Counsel's request for service awards of \$50,000 to each of the Settlement Class Representatives which are TPP Bellwether Plaintiffs, *see* ECF No. 5225, and \$10,000 to the three other Class Representatives.

The Court hereby discharges and releases the Released Claims as to the Released Entities, as those terms are used and defined in the Settlement Agreement.

The Court hereby permanently bars and enjoins the institution and prosecution by any Settlement Class Representative, Settlement Class Member, Releasor, and anyone claiming through or on behalf of any of them, of any other action against the Released Entities in any court or other forum asserting any of the Released Claims, or any claim related in any way to the Released Claims, as those terms are used and defined in the Settlement Agreement.

All Settlement Class Members, Releasors, and anyone claiming through or on behalf of any of them, shall cooperate with Teva to promptly dismiss with prejudice as to any of the Released Entities the Actions listed on Exhibit A to the Settlement Agreement that are not coordinated under MDL No. 2804 and all other pending litigation asserting any Released Claims against any of the Released Entities.

The Court hereby discharges and releases all Settlement Class Representatives, Settlement Class Members, and their counsel of the claims provided in Section IX.L of the Settlement Agreement.

Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim or of any wrongdoing or liability of Teva or

Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Teva or Released Entities in any civil, criminal, or administrative proceeding in any court or other forum. Notwithstanding the foregoing, Teva and/or the Released Entities may file the Settlement Agreement and/or this Final Judgment in any other action that may be brought against them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or any theory of claim preclusion or issue preclusion or similar defense.

Therefore, pursuant to, and in accordance with, Fed. R. Civ. P. Rule 23, the Court hereby fully and finally approves the Settlement Agreement in its entirety and finds that the Settlement Agreement is fair, reasonable, and adequate. The Court also finds that the Settlement Agreement is in the best interests of the Settlement Class Representatives and all Settlement Class Members, and is consistent and in compliance with all applicable laws and rules. The Court further finds that the Settlement Agreement is the product of intensive, thorough, serious, informed, and non-collusive negotiations overseen by the mediator. The Court further finds that the Parties have evidenced full compliance with the Preliminary Approval Order.

All objections to the Settlement Agreement are found to be without merit and are overruled.

Without further approval from the Court, and without the express written consent of Settlement Class Counsel and Teva, the Settlement is not subject to any material modification.

The terms of the Settlement and of this Final Order and Judgment are forever binding on the Settling Parties and Settlement Class Members, as well as their respective heirs, executors, administrators, predecessors, successors, affiliates, and assigns. Settlement Class Members include all entities within the Class definition in Section III.A.1. of the Settlement Agreement that did not submit a timely and valid Opt-Out in accordance with the procedures in the Settlement Agreement and the Preliminary Approval Order.

The Court finds that the Settlement is a good-faith settlement that bars any Claim by any Non-Released Entity against any Released Entities for contribution, indemnification, or otherwise seeking to recover all or a portion of any amounts paid by or awarded against that Non-Released Entity to any Settlement Class Member or Releasor by way of settlement, judgment, or otherwise on any Claim that would be a Released Claim were such Non-Released Entity and Teva, to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law, including, without limitation, O.H. Code § 2307.28 and similar laws in other states or jurisdictions.

The Court further reserves and retains exclusive and continuing jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent as its administrator, Class Counsel as the Escrow Account's tax administrator, and all future proceedings concerning the administration, consummation, and enforcement of the Settlement Agreement and to effectuate its terms.

In the event that, for any reason, the Effective Date does not occur in accordance with the terms of the Settlement Agreement then: (i) this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated; (ii) all Orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement; and (iii) the Settlement Funds shall be returned to Teva in accordance with the Settlement Agreement.

The Court finds, pursuant to Fed. R. Civ. P. 54(b), that there is no just reason for delay, and directs immediate entry of this Final Judgment by the Clerk of the Court.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE

JOINT DECL. EXHIBIT D

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION
OPIATE LITIGATION

This Document Relates to:

ALL THIRD PARTY PAYOR ACTIONS

MDL 2804

Case No. 1:17-md-2804

**CLASS ACTION SETTLEMENT
AGREEMENT AMONG THIRD
PARTY PAYORS AND CVS,
WALGREENS, AND WALMART
DEFENDANTS**

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This Settlement Agreement, including all exhibits attached hereto (collectively, the “*Agreement*”), is entered into as of June 4, 2026, by and between Defendants CVS, Walgreens, and Walmart, as defined below (each, individually, a “*Settling Pharmacy*” and, collectively, the “*Settling Pharmacies*”) and Class Representatives for Third Party Payors, as defined below, both individually and on behalf of the Class defined in this Agreement. The Class Representatives, the Class, and the Settling Pharmacies are collectively referred to for purposes of this Agreement as the “*Settling Parties*,” and each, individually, a “*Settling Party*.” This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein, and subject to the approval of the Court under Federal Rule of Civil Procedure 23(e).

I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

A. “*Action(s)*” means a lawsuit purportedly brought on behalf of any Third Party Payor against one or more Settling Pharmacies in any court based on, arising out of, or relating to, in whole or in part, any Covered Conduct—including but not limited to those Actions coordinated under MDL No. 2804, *In re National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (“*MDL No. 2804*”), similar actions filed in any other court (“*Parallel*” Actions or Actions “*Parallel*” to MDL No. 2804), and the Actions listed in Exhibit A.

B. “*Alleged Opioid Enterprise Members*” include any Defendant or Defendants, any of the Settling Pharmacies, any named or unnamed front groups, key opinion leaders, pharmacy benefit managers (“*PBMs*”), and other members of the supply chain for Products and/or industry related to Products, as so alleged in the TPP Bellwether Complaints.

C. “*Allocated Amount*” means the amount of the Net Settlement Funds payable to the Qualifying Class Member.

D. “*Attorneys’ Fees and Expenses*” means payment to Plaintiffs’ counsel of attorneys’ fees and reimbursable costs and charges (including expert and consulting fees) in an amount to be determined by the Court and includes the common benefit obligations due under the Court’s common benefit-related orders. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds.

E. “*Claim(s)*” means any past, present, or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, fine, penalty, restitution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory, or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited

to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, remediation, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

F. “*Claim-Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

G. “*Claim Form*” means the document or online form, in the form attached as Exhibit C to this Agreement, that Class Members must submit to the Notice and Claims Administrator to receive a payment pursuant to this Agreement.

H. “*Class*” or “*Settlement Class*” has the meaning set forth in Section III.A.

I. “*Class Counsel*” or “*Settlement Class Counsel*” means those counsel who will serve as Third Party Payor Class Counsel, namely, Elizabeth J. Cabraser and Eric B. Fastiff of Lieff Cabraser Heimann & Bernstein, LLP, Paul J. Geller and Mark J. Dearman of Robbins Geller Rudman & Dowd LLP, and James R. Dugan, II of The Dugan Law Firm, APLC, noting that putative class member United Health Corporation is and has been represented by Thomas Mahlum of Robins Kaplan LLP pursuant to Federal Rule of Civil Procedure 23(c)(2)(B)(iv).

J. “*Class Member(s)*” or “*Settlement Class Member(s)*” means an entity that falls within the definition of the Class and does not elect to opt out of the Class. For the avoidance of doubt, each Class Representative is a Class Member.

K. “*Class Representative(s)*” or “*Settlement Class Representative(s)*” means Cleveland Bakers and Teamsters Health and Welfare Fund; fA. Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors’ Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

L. “*Co-Lead Class Counsel*” or “*Co-Lead Settlement Class Counsel*” means Elizabeth J. Cabraser of Lieff Cabraser Heimann & Bernstein, LLP, Paul J. Geller of Robbins Geller Rudman & Dowd LLP, who serve in their capacity as members of the Court-appointed Settlement Negotiating Committee, and James R. Dugan, II of The Dugan Law Firm, APLC.

M. “*Court*” means the United States District Court for the Northern District of Ohio.

N. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity of any kind whatsoever, occurring at any time up to and including the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity, occurring at

any time up to and including the Effective Date) in any line of business, arising from or relating in any way to: (1) compounding, counseling, or documentation relating to any Product or class of Products, (2) the availability, discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, coverage, purchase, reimbursement, use, misuse or abuse, theft, diversion, or operating procedures of, or relating to, any Product or class of Products, or any system, plan, policy, procedure, practices, statements, contracts, commercial arrangements, orders, prescriptions, formularies, guidelines, payments and/or rebates, insurance, claim and/or benefit administration, claim adjudication, plan design, data and/or sales thereof, advocacy, or any other act or failure to act relating to any Product or class of Products, or medical state or condition related to use of any Product or class of Products, including, but not limited to, any branded or unbranded promotion, marketing, or advertising, unbranded information, patient support or assistance, educational programs, consultancy, research or other programs, campaigns, lobbying, or grants, sponsorships, charitable donations, or other funding relating to any Product or class of Products or medical state or condition related to use of any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product or class of Products or medical state or condition related to the use of any Product or class of Products; (4) the monitoring, reporting, disclosure, non-monitoring, non-reporting or nondisclosure to federal, state, or other regulators of orders, sales, prescriptions, theft, diversion, or conduct relating to any Product or class of Products; or (5) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, a precursor or component of any Product, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate of any Product; (6) the purchasing, selling, acquiring, disposing, importing, exporting, handling, processing, packaging, supplying, distributing, or converting of any Product or class of Products; and/or (7) corresponding responsibility, controls against diversion, or suspicious order monitoring; *provided, however*, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include breach of contract or other commercial claims arising in the ordinary course of business between a Releasor and the Settling Pharmacies that are wholly unrelated to the Released Claims.

O. “*CVS*” means CVS Indiana, LLC; CVS Rx Services, Inc.; CVS TN Distribution, LLC; CVS Orlando Florida Distribution, LLC; CVS Pharmacy, Inc.; Louisiana CVS Pharmacy, L.L.C.; Pennsylvania CVS Pharmacy L.L.C.; New Jersey CVS Pharmacy, L.L.C., Oklahoma CVS Pharmacy, L.L.C., and CVS Health Corporation, and all of their past and present direct and indirect parents and subsidiaries. For the avoidance of doubt, this definition does not in any way limit the definition of Released Entities.

P. “*Defendants*” means Purdue Pharma, L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; Par Pharmaceutical, Inc.; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a/ Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica n/k/a Janssen Pharmaceuticals, Inc.; Johnson & Johnson; Noramco, Inc.; Tasmanian Alkaloids Pty. Ltd.; Teva Pharmaceutical Industries, Ltd.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Allergan Limited f/k/a

Allergan plc f/k/a Actavis plc f/k/a Allergan, Inc.; Allergan Finance, LLC f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.; Allergan Sales, LLC; Allergan USA, Inc.; Watson Laboratories, Inc.; Warner Chilcott Company, LLC; Actavis Pharma, Inc. f/k/a/ Watson Pharma, Inc.; Actavis South Atlantic LLC; Actavis Elizabeth LLC; Actavis Mid Atlantic LLC; Actavis Totowa LLC; Actavis LLC; Actavis Kadian LLC; Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc.-Salt Lake City; Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc.-Florida; Mallinckrodt plc; Mallinckrodt LLC; McKesson Corporation; Cencora, Inc.; Cardinal Health, Inc.; CVS Indiana, LLC; CVS Rx Services, Inc.; CVS TN Distribution, LLC; CVS Orlando Florida Distribution, LLC; CVS Pharmacy, Inc.; Louisiana CVS Pharmacy, L.L.C.; Pennsylvania CVS Pharmacy L.L.C.; New Jersey CVS Pharmacy, L.L.C., Oklahoma CVS Pharmacy, L.L.C., CVS Health Corporation; Walgreens Holding Company, f/k/a Walgreens Boots Alliance, Inc.; Walgreen Co.; Walgreen Eastern Co., Inc.; Walmart Inc. f/k/a Wal-Mart Stores, Inc.; and Wal-Mart Stores East, LP.; and any and all other persons and entities named as Defendants in any Actions coordinated under or Parallel to MDL No. 2804.

Q. “*Effective Date*” means the date of Final Judgment.

R. “*Escrow Account*” means the interest-bearing account to be established and controlled by the Escrow Agent as set forth in Section IV.C.

S. “*Escrow Agent*” means Citibank, N.A. or any other escrow agent approved by the Court.

T. “*Fairness Hearing*” means the proceedings to be held before the Court to determine whether the Class should be finally certified for settlement purposes; whether the Settlement should be approved as fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23(e)(2); whether a final judgment should be entered; and whether the motion for award of Attorneys’ Fees and Expenses and Service Awards, if any, should be granted.

U. “*Fee and Expense Award*” means an award by the Court of Attorneys’ Fees and Expenses.

V. “*Final Approval Order*” means the order entered by the Court, pursuant to Section V.H., approving this Agreement and directing the dismissal with prejudice of the Actions against the Settling Pharmacies. The Final Approval Order shall be substantially in the form of the order attached hereto as Exhibit E, subject to Section V.A.2.

W. “*Final Judgment*” means the Final Approval Order when it has become final and non-appealable. The Final Approval Order shall be deemed to be the Final Judgment on: (a) the day following the expiration of the deadline for appealing the entry by the Court of the Final Approval Order (or for appealing any ruling on a timely motion for reconsideration of such Final Approval Order, whichever is later), if no such appeal is filed; or (b) if an appeal of the Final Approval Order is filed: (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Final Approval Order, or deny any such appeal or petition for certiorari, such that no further appeal is possible; or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following

the expiration of the deadline, including any extensions of time, for filing a petition for certiorari to the United States Supreme Court.

X. “*Net Settlement Funds*” means the Settlement Funds, less the payments set forth in Section VII.B.

Y. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

Z. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

AA. “*Non-Released Entity*” means an entity that is not a Released Entity.

BB. “*Notice*” means the Court-approved form of the notice advising the Class of their rights with respect to this Agreement in accordance with Section V.D.

CC. “*Notice and Administrative Costs*” means the reasonable sum of money to be paid out of the Settlement Funds for Notice to the Class and related administrative costs, including taxes and tax service costs, as approved by the Court.

DD. “*Notice and Claims Administrator*” means A. B. Data, Ltd. or any other notice and claims administrator approved by the Court.

EE. “*Notice Order*” means the Court order authorizing the dissemination of Notice to the Class.

FF. “*Notice Plan*” means the plan for distribution of Notice that is subject to Court approval as set forth in Section V.C.2.

GG. “*Objection*” means a written objection to the Settlement, or any part of this Agreement, as set forth in Section V.F.

HH. “*Opt-Out Form*” has the meaning set forth in Section V.G.

II. “*Plaintiffs*” means the Class Members that filed Actions against the Settling Pharmacies in federal court, which cases are coordinated as part of MDL No. 2804, or in state court, which cases are pending Parallel to MDL No. 2804, including, but not limited to, those Actions listed in Exhibit A. A non-exhaustive list of Plaintiffs that filed cases against the Settling Pharmacies can be found in Exhibit B.

JJ. “*Plan of Allocation*” means the plan or formula of allocation of the Settlement Funds, to be approved by the Court, whereby the Net Settlement Funds shall in the future be distributed to Class Members.

KK. “*Preliminary Approval Order*” means the order (or orders) of the Court preliminarily approving this Agreement and the Settlement, as set forth fully in Section V.C.

The Preliminary Approval Order shall be substantially in the form of the order attached hereto as Exhibit D, subject to Section V.A.1.

LL. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: (1) carisoprodol; gabapentin; a benzodiazepine, including chlordiazepoxide, clobazam, clorazepate, lorazepam, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, or midazolam; (2) zolpidem when used in combination with opioids or opiates; and (3) a combination or “cocktail” of any chemical substance, including but not limited to any stimulant, prescribed, sold, bought, or dispensed to be used together with opioids or opiates. “Product” includes, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, dihydrocodeine, levorphanol, pentazocine, propoxyphene, tapentadol, tramadol, opium, heroin, carfentanil, or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentences. Further, “Product(s)” includes, but is not limited to, the following: (a) Anexsia, Bancap HC, Combunox, Dilaudid, Dilaudid HP, Duradyne, Esgic with Codeine, Fiorinal with Codeine, Fioricet with Codeine, Kadian, Lorcet, Lorcet Plus, Maxidone, MoxDuo, Norco, Procet, Reprexain, Vicodin, Vicodin ES, Vicodin HP, and Vicoprofen, and any type, version, strength, or dosage of the foregoing; (b) aspirin + butalbital + caffeine + codeine phosphate, fentanyl citrate injection, fentanyl citrate tablet, fentanyl transdermal, homatropine methylbromide + hydrocodone bitartrate, hydrocodone + acetaminophen, hydrocodone + ibuprofen, hydromorphone tablet, meperidine hydrochloride injection, meperidine hydrochloride tablet, morphine sulfate capsule, morphine sulfate injection, morphine sulfate tablet, oxycodone, oxycodone + acetaminophen, oxycodone + aspirin, oxycodone + hydrochloride, oxycodone + ibuprofen, oxymorphone tablet, tramadol hydrochloride, and any type, version, strength, or dosage of the foregoing; and (c) Duragesic, Nucynta, Nucynta ER, Tylenol with Codeine, Tylox, Ultram, Ultram ER, Ultracet, and any type, version, strength, or dosage of the foregoing.

MM. “*Qualifying Class Member(s)*” means Class Members that submit a Claim Form and that have been determined by the Notice and Claims Administrator to be eligible under the Plan of Allocation to receive an Allocated Amount.

NN. “*Released Claims*” means any and all Claims, including Unknown Claims, against any Released Entity that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against Released Entities by any Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, the Covered Conduct, whether or not such Releasor has brought such action or proceeding. Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such Claims relate to Covered Conduct. The Settling Parties intend that “Released Claims” be interpreted broadly. For the avoidance of doubt, Released

Claims do not include Claims of individuals who are not Releasers or entities that are not Releasers, including Claims by individuals for personal injuries. Nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

OO. “*Released Entities*” means the Settling Pharmacies and:

1. all past and present subsidiaries, affiliates, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Settling Pharmacy;
2. all past and present subsidiaries, affiliates, and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);
3. the respective past and present officers, directors, members, trustees, partners, agents, attorneys, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of the Settling Pharmacies or the foregoing entities);
4. all past and present joint ventures (whether direct or indirect) of each Settling Pharmacy or any entity described in subsection (1);
5. all past and present parents and shareholders (in each case, whether direct or indirect) of each Settling Pharmacy; and
6. all past and present insurers of any Settling Pharmacy or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section I.OO.).

Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clauses if so expressly limited therein, and shall not be a Released Entity with respect to its conduct in any other capacity. Excluding Optum, Inc. and Express Scripts, Inc., and their parents, subsidiaries, and affiliates, any joint venture or past or present subsidiary of a Settling Pharmacy is a Released Entity; *provided, however*, that any joint venture partner of a Settling Pharmacy or joint venture partner of a Settling Pharmacy’s subsidiary is not a Released Entity unless it falls within subsections (1)-(6) above. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Settling Pharmacy after the Effective Date is not a Released Entity. Exhibits F, G, and H are illustrative, non-exhaustive lists of Released Entities for CVS, Walmart, and Walgreens, respectively, that are joint ventures, subsidiaries, affiliates, or predecessor entities. For the avoidance of doubt, any entity listed in Exhibit F, G, or H is a Released Entity, and any person or entity not listed in Exhibit F, G, or H that is either in existence as of the Effective Date of this Agreement or created thereafter through the corporate reorganization of any such entity or entities is still a Released Entity if it meets any of the requirements in subsections (1)-(6) above.

PP. “*Releasers*” means Plaintiffs, Class Representatives, and the Class Members, and each of their past, present, and future direct or indirect parents, subsidiaries, divisions,

departments, boards, committees, sister companies, affiliates, joint ventures, predecessors, assigns, related entities, holding companies, unincorporated business units, contractors, vendors, independent stockholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing and any person or other entity claiming by or through any of the foregoing), *provided, however*, that any entity excluded from being a Class Member under Section III.A.1.b. is excluded from the definition of Releasor. The inclusion or exclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity may not be a Class Member.

QQ. “*Service Award(s)*” means any award made by the Court to the Class Representatives in connection with their service as representatives of the Class. Service Awards shall be paid from the Settlement Funds.

RR. “*Settlement*” means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.

SS. “*Settlement Amount(s)*” means the following agreed upon amounts as to each Settling Pharmacy (which sum to a total of \$85,000,000): as to CVS, \$35,059,770, as to Walgreens, \$39,408,730, and, as to Walmart, \$10,531,500. These Settlement Amounts are inclusive of any and all expenses, fees, and costs, including without limitation any common benefit assessment owed pursuant to the Ongoing Common Benefit Order in MDL No. 2804, and represent compensatory damages for costs incurred to pay for the care and treatment of individuals with substance use disorder, opioid use disorder, or other opioid-related conditions. Under no circumstances will CVS, Walgreens, or Walmart be obligated to pay anything more than the individual Settlement Amounts for which each is responsible, as reflected above.

TT. “*Settlement Funds*” means the Settlement Amount plus any interest that may accrue on the Settlement Amount from the date the Settling Pharmacies pay the Settlement Amount or any portion thereof.

UU. “*Settling Pharmacies’ Counsel*” means Jones Day, Bartlit Beck LLP, Zuckerman Spaeder LLP, or any other law firm so designated in writing by the Settling Pharmacies.

VV. “*Third Party Payor*” means an entity meeting the criteria defined in Section III.A.1.a.

WW. “*TPP Bellwether Complaints*” means the complaints filed in Case Nos. 17-op-45177 (N.D. Ohio), 18-op-45002 (N.D. Ohio), 18-op-46223 (N.D. Ohio), and 18-op-46186 (N.D. Ohio), and the placeholder class action complaint submitted in MDL No. 2804 in connection with Case No. 18-op-45013 (N.D. Ohio).

XX. “*Unknown Claims*” means any Released Claim that a Class Member does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities, or might have affected their decision not to object to this Settlement.

YY. “*Walgreens*” means Walgreens Holding Company, f/k/a Walgreens Boots Alliance, Inc., Walgreen Co., Walgreen Eastern Co., Inc., and all of their past and present direct and indirect parents and subsidiaries. For the avoidance of doubt, this definition does not in any way limit the definition of Released Entities.

ZZ. “*Walmart*” means Walmart Inc. f/k/a Wal-Mart Stores, Inc. and Wal-Mart Stores East, LP, and all of their past and present direct and indirect parents and subsidiaries. For the avoidance of doubt, this definition does not in any way limit the definition of Released Entities.

AAA. “*Walk-Away Right*” means the Settling Pharmacies’ right to terminate the Agreement as set forth in Section VI.C.

II. Representations and Warranties

A. **Class Representatives’ Representations and Warranties.** Class Representatives represent and warrant to Settling Pharmacies that the Class Representatives are members of the Class; have reviewed, and approve, the terms of this Agreement; and will take all actions reasonably necessary and appropriate to support and obtain this Settlement’s approval, implementation, and enforcement. Class Representatives further represent and warrant to Settling Pharmacies that: (1) no portion of any relief under this Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other person or entity, except: (a) as it relates to payments to counsel pursuant to any Fee and Expense Award or order of the Court; or (b) pursuant to any lawful grant from a governmental entity, loan, or lien; (2) each Class Representative has authority to release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it; and (3) none of the Class Representatives will submit an Opt-Out Form, file an Objection, nor otherwise challenge the Settlement or encourage any member of the Class to submit an Opt-out Form, file an Objection, or otherwise challenge the Settlement. Class Representatives further represent and warrant to Settling Pharmacies that:

1. Each of the Class Representatives has received legal advice from its counsel regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
2. None of the Class Representatives is relying on any statement, representation, omission, inducement, or promise by the Settling Pharmacies, except those expressly stated in this Agreement.
3. Each of the Class Representatives retained counsel to investigate the law and facts pertaining to the Released Claims and the Settlement.
4. Each of the Class Representatives voluntarily enters into this Agreement after having consulted with its counsel.
5. Each of the Class Representatives has all necessary authority to enter into this Agreement, has authorized the execution and performance of this

Agreement, and has authorized Class Counsel to sign this Agreement on its behalf.

B. Class Counsel's Representations and Warranties. Class Counsel represents and warrants to the Settling Pharmacies as follows:

1. Class Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to each Class Member and that participation in the Settlement would be in the best interests of each Class Member.
2. Because Class Counsel believes that the Settlement is in the best interests of each Class Member, Class Counsel will not solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or seek any relief inconsistent with this Settlement.
3. Class Counsel has all necessary authority to enter into and execute this Agreement on behalf of Class Representatives and Class Members.
4. Each of the Class Representatives has approved and agreed to be bound by this Agreement.
5. The representations of each Class Representative set forth in Section II.A. are true and correct to the best of Class Counsel's knowledge.

C. Settling Pharmacies' Representations and Warranties. The Settling Pharmacies represent and warrant to Class Representatives as follows:

1. Each of the Settling Pharmacies has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
2. None of the Settling Pharmacies is relying on any statement, representation, omission, inducement, or promise by Class Representatives, Class Members, or Class Counsel, except those expressly stated in this Agreement.
3. Each of the Settling Pharmacies has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys.
4. Each of the Settling Pharmacies has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

III. Class Definition

A. **Class Certification.** The Class Representatives and Settling Pharmacies agree jointly to request that the Court certify the Class defined below under Federal Rule of Civil Procedure 23(b)(3):

1. The Class shall consist of the following:

a. All entities that: (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale; and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

b. The following are excluded from the Class:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Pharmacies; (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and

2. (a) the Settling Pharmacies and their subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of any Settling Pharmacy, and the immediate family members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804 unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

B. **Ability to Cure Omissions.** In the event that the Settling Parties agree that an Action or entity was omitted from Exhibit A or B, the Settling Parties may, at any time before entry of the Final Approval Order, amend such Exhibit to add such Action or entity. The Settling Parties agree that they will act reasonably in considering any claim of such omission. But for the avoidance of doubt, Exhibits A and B are non-exhaustive lists, and inclusion on either exhibit is not necessary for an Action or a Class Member to be part of this Settlement.

C. **Certification for Settlement Purposes Only.** The Settling Parties agree that any certification of the Class will be for settlement purposes only. The Settling Parties do not waive or concede any position or arguments they have for or against certification of any class for any other purpose in any action or proceeding, and the Settling Parties retain full right and ability to contest any such class certification.

IV. Settlement Funds

A. **Settlement Payment.** The Settling Pharmacies shall each pay their respective Settlement Amounts identified below in consideration of the covenants, agreements, and releases set forth herein.

1. Each Settling Pharmacy shall pay its Settlement Amount into the Escrow Account on the following timetable:

	Within 30 Days of Effective Date	Within 12 Months of Effective Date
CVS	\$8,381,103	\$26,678,667
Walgreens	\$9,420,730	\$29,988,000
Walmart	\$10,531,500	- - -

These amounts are inclusive of any amounts advanced into the Escrow Account pursuant to Section IV.A.2 of this Agreement and reflect the total amount to be transferred into the Escrow Account by each Settling Pharmacy.

2. The Settling Pharmacies shall collectively advance, through separate wire transfers, a portion of the Settlement Amounts identified above sufficient to cover the Notice and Administrative Costs, and any Taxes and Tax Expenses as they become due, but in no event greater than \$1,000,000.00, into the Escrow Account at the Escrow Agent within 14 calendar days of the later of: (i) entry of the Preliminary Approval Order; or (ii) the Settling Pharmacies' receipt of the information and instructions required to effectuate the wire transfer. Notice and Administrative Costs and Taxes and Tax Expenses shall be shared proportionally among all Defendants that have reached settlements that are subject to the Motion for Preliminary Approval or another motion for preliminary approval of a class settlement submitted to the Court at approximately the same time, such that these costs need not be incurred separately for each settlement. The amount(s) advanced by the Settling Pharmacies to cover any Notice and Administrative Costs and any Taxes and Tax Expenses shall be limited to amount(s) sufficient to cover the Settling Pharmacies' proportional share thereof.

3. After the Effective Date, the Settlement Amount shall not be subject to reduction and no funds may be returned to the Settling Pharmacies.
4. The obligations of the Settling Pharmacies are several and not joint. No Settling Pharmacy shall be responsible for any portion of another Settling Pharmacy's Settlement Amount, including any portion of the Notice and Administrative Costs or any Taxes and Tax Expenses.
5. At least 14 days before any Settling Pharmacy is to execute any wire transfer, Class Counsel must provide written wire instructions and an IRS Form W-9 and must designate a person at the payee (not, for example, a bank) to confirm the wire instructions telephonically and notify the Settling Pharmacies of who that person will be. The Settling Pharmacies will not wire—and have no obligation to wire—any funds without the designated person first confirming that all wire instructions are correct and complying with reasonable requests regarding same.

B. No Additional Payment Obligations. The obligations incurred pursuant to this Agreement shall be in full and final disposition and settlement of all Released Claims. The Settlement Amount paid or provided by the Settling Pharmacies is their sole monetary obligation under this Agreement. Once a Settling Pharmacy has paid its Settlement Amount (as set forth in Section I.SS), that Settling Pharmacy shall have no further monetary obligations of any sort or kind to Plaintiffs, Class Representatives, Class Members, the Class, or any counsel for Plaintiffs pursuant to this Agreement or the Settlement. Under no circumstances will CVS, Walgreens, or Walmart be required to pay more than the individual Settlement Amounts for which each is responsible pursuant to this Agreement and the Settlement set forth herein. For purposes of clarification, the payment of Taxes and Tax Expenses (as set out in Section IV.D.), any Fee and Expense Award, the Notice and Administrative Costs, any Service Awards, and any other costs associated with the implementation of this Agreement, shall be exclusively paid from the Settlement Funds. The Settling Pharmacies shall be responsible at their own cost, separate from the Settlement Amount, for any other notices that the Class Action Fairness Act of 2005 may require the Settling Pharmacies to provide.

C. The Escrow Account and Agent.

1. Plaintiffs have arranged for the Escrow Account to be established at Citibank, N.A., with such bank serving as the Escrow Agent subject to an escrow agreement, and such escrow to be administered under the Court's continuing supervision and control. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.
2. The Escrow Agent shall invest the Settlement Amount deposited pursuant to Section IV.A in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S. government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar

instruments at their then-current market rates; *provided, however*, that the Escrow Agent will not invest in any instruments that a “*qualified settlement fund*,” within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service (“*IRS*”) guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Escrow Account, and any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from the Settling Pharmacies. The Settling Pharmacies shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent or any transactions executed by the Escrow Agent related to the investment of the Settlement Funds.

3. The Escrow Agent shall not, and Class Counsel shall not instruct the Escrow Agent to, disburse the Settlement Funds, except as provided in the Agreement or by order of the Court. For the avoidance of doubt, the Escrow Agent is authorized, and Co-Lead Class Counsel is authorized to instruct the Escrow Agent, to execute such transactions as are consistent with the terms of the Agreement or as directed by the Court.
4. All funds held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the Court.

D. Taxes.

1. The Escrow Account shall be, and shall be treated by the Settling Parties, the Escrow Agent, and Class Counsel as being at all times, a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the Court shall have continuing jurisdiction over the Escrow Account, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over Class Counsel as its tax administrator. Class Counsel shall not take any action or tax position inconsistent with such treatment. In addition, Class Counsel shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section IV.D, and shall, in any event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), 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 Class Counsel 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. Class Counsel agree to take any other reasonable actions as shall be necessary to ensure

that the Escrow Account qualifies as a qualified settlement fund for federal and state income tax purposes, including, but not limited to, requesting the Court to formally: (i) approve the Escrow Account as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1; and (ii) confirm its continuing jurisdiction over the Escrow Account. Notwithstanding anything in the Agreement to the contrary, Class Counsel shall not on behalf of or in connection with the Escrow Account request a private letter ruling, technical advice memorandum, or any other ruling or guidance from the IRS, or any other taxing authority on any matter without consulting with and obtaining the prior written consent of each Settling Pharmacy.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local, or foreign law, as applicable), the qualified settlement fund “administrator” shall be Class Counsel. Class Counsel shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local, or foreign law, as applicable) by, for example: (i) satisfying any information reporting or withholding requirements imposed with respect to the Escrow Account, including with respect to any distributions from the Escrow Account; (ii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Escrow Account (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iii) sending copies of all such tax returns and filings to the Settling Pharmacies; and (iv) providing instructions for the release of sufficient funds from the Escrow Account to pay all Taxes owed by the Escrow Account in accordance with Section IV.D.3. and Treas. Reg. § 1.468B-2 and any applicable state, local, or other tax laws. Such returns, as well as the relation-back election described in Section IV.D.1., shall be consistent with the provisions of this Section IV.D.2 and in all events shall reflect that all Taxes as defined in Section IV.D.3 on the income earned by the Escrow Account shall be paid out of the Settlement Funds as provided in Section IV.D.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15 of the year following each calendar year in which such Released Entity makes a transfer to the Escrow Account. The Released Entities shall have no responsibility or liability for the Escrow Account’s tax returns or other filings.
3. The following shall be paid out of the Settlement Funds: (i) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Escrow Account, including, without limitation, any taxes or tax detriments that may be imposed upon the Settling Pharmacies, their counsel, or any Released Entity (collectively, “Taxes”); and (ii) all expenses and costs incurred in connection with the

operation and implementation of this Section IV.D.3, including, without limitation, expenses of tax attorneys and/or accountants (including the Escrow Agent) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section IV.D.3 (collectively, “*Tax Expenses*”). In all events, neither the Settling Pharmacies nor any other Released Entity nor their counsel shall have any liability or responsibility for the Taxes described in clause (i) above or the Tax Expenses. With funds from the Escrow Account, the Escrow Agent and Class Counsel shall indemnify and hold harmless the Settling Pharmacies and any other Released Entity and their counsel for Taxes described in clause (i) above and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes described in clause (i) above and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Escrow Account and shall timely be paid, at Class Counsel’s direction, by the Escrow Agent out of the Settlement Funds without prior order from the Court. Class Counsel and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members or Class Counsel, as the case may be, any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local, or foreign law, as applicable). Neither the Settling Pharmacies nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Escrow Agent, Class Counsel, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section IV.D.3 and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to the Agreement.

4. The Settling Parties and Class Counsel agree that: (i) each of the Class Members is enforcing its rights as a private party and is not enforcing any rules or exercising any regulatory powers, in either case as part of a governmental function; and (ii) the Settlement Amount is being paid as compensatory damages in order to restore, in whole or in part, the Class Members to the same position or condition that they would be in had the Class Members not suffered alleged damage or harm allegedly caused by the Settling Pharmacies. Upon request by any Settling Pharmacy, the Class Representatives and Class Counsel agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Settling Pharmacies to establish the tax treatment described in this paragraph to the satisfaction of their tax advisors, their independent financial auditors, the IRS, or any other governmental authority.

V. Approval and Notice

A. Approval and Effectiveness.

1. It is a condition to the Settlement that: (a) within a reasonable time period after execution of this Agreement, the Court approve and enter the Preliminary Approval Order, substantially in the form attached as Exhibit D, provided that any material modification to the Preliminary Approval Order must be agreed to by the Class Representatives and Settling Pharmacies; and (b) the Preliminary Approval Order remain in full force and effect until entry of the Final Approval Order. Any material modification to the Settlement imposed by the Court as a condition of its Preliminary Approval Order must be agreed to by the Class Representatives and Settling Pharmacies in order for the Agreement to remain binding. For the avoidance of doubt, any modification to the Preliminary Approval Order that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.
2. It is a condition to the Settlement that: (a) within a reasonable time period after the Preliminary Approval Order, including a reasonable period for notice to the Class and other settlement approval-related dates and deadlines as set by the Court, the Court approves and enters the Final Approval Order, substantially in the form attached as Exhibit E, provided that any material modification to the Final Approval Order must be agreed to by the Class Representatives and Settling Pharmacies; and (b) the Final Approval Order remains in full force and effect until it becomes a Final Judgment. Any material modification to the Settlement imposed by the Court as a condition of its Final Approval Order must be agreed to by the Class Representatives and Settling Pharmacies in order for the Agreement to remain binding. For the avoidance of doubt, any modification to the Final Approval Order that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.
3. It is a condition to the Settlement that the Final Approval Order not be reversed, vacated, or substantially modified on appeal, a motion for reconsideration, or other review and that it becomes a Final Judgment. Any material modification to the Settlement imposed by the Court or an appellate court, subsequent to the Final Approval Order, must be agreed to by the Class Representatives and Settling Pharmacies in order for the Agreement to remain binding. For the avoidance of doubt, any modification imposed by the Court or an appellate court that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.

4. The Settling Parties agree that the Settlement is not final and enforceable until the Effective Date, except as to any provisions that the Agreement provides shall occur prior to the Effective Date. The Preliminary Approval Order and the Final Approval Order shall be enforceable upon entry in accordance with their terms.

B. Reasonable Best Efforts to Effectuate This Settlement. The Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. The Settling Parties will continue to work cooperatively to complete and submit promptly to the Court for approval the Motions for Preliminary Approval and Final Approval and such additional documentation as may be necessary for the Court to make the determinations required hereunder, and to address any concerns regarding the Agreement or the Settlement identified by the Court or any court of appeal.

C. Preliminary Approval.

1. No later than 30 days after the execution of this Agreement, Class Counsel shall submit the Agreement together with its Exhibits to the Court and shall apply for entry of the Preliminary Approval Order (the “*Motion for Preliminary Approval*”) pursuant to Federal Rule of Civil Procedure 23(e).
2. The Motion for Preliminary Approval shall request the entry of a Preliminary Approval Order that includes: (i) the findings required by Federal Rule of Civil Procedure 23(e)(1)(B); (ii) approval of the Notice and proposed Notice Plan; (iii) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (iv) the appointment of the Escrow Agent as set forth in Section IV.C; (v) continuing the stay of all MDL 2804 TPP Actions as to the Settling Pharmacies until the Court has made its final settlement approval determination; (vi) severing and staying the Actions brought by the TPP Bellwether Plaintiffs and all Class Representatives as to the Settling Pharmacies until the Court has made its final settlement approval determination; and (vii) enjoining all Settlement Class Members from filing, commencing, prosecuting, continuing, litigating, or intervening in or participating as class members in, any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class. The Preliminary Approval Order shall provide that if this Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the Settling Parties shall be returned to the status quo that existed immediately prior to February 9, 2026, except as expressly provided herein.
3. Class Counsel shall provide the Settling Pharmacies with a draft of their Motion for Preliminary Approval, together with any accompanying memorandum of law and proposed form of notice, at least 5 calendar days

in advance of filing and shall consider in good faith any suggestions that the Settling Pharmacies may have. Class Counsel shall not file such a motion without the Settling Pharmacies' consent, which consent shall not be unreasonably withheld.

D. Notice to the Class.

1. Notice of the Settlement shall be given as soon as practicable after entry of the Preliminary Approval Order and, in any event, the notice process shall commence no later than 14 calendar days following the entry of the Preliminary Approval Order. Notice shall be provided by the Notice and Claims Administrator to the Class, subject to any modifications required by the Court. Any Opt-Out or Objection requirements set out in the Notice, as approved by the Court in its Preliminary Approval Order, shall substantially reflect the Opt-Out and Objection requirements as set forth in this Agreement.
2. Class Counsel shall submit to the Court for approval a proposed form of, method for, and schedule for dissemination of Notice to the Class. The Motion for Preliminary Approval shall recite and ask the Court to find that the proposed form of and method for dissemination of Notice to the Class constitutes valid, due, and sufficient notice, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.
3. Class Counsel shall seek an order authorizing and ordering the Notice and Claims Administrator to submit a report to the Court, Class Counsel, and Settling Pharmacies (an "*Opt-Out Report*"), which shall be provided no later than 7 calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, identifying all requests to be excluded from the Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1 or were otherwise inadequate.
4. No later than 14 calendar days following the commencement of the dissemination of the Notice, Class Counsel shall serve on Settling Pharmacies and file with the Court proof, by affidavit or declaration, of such dissemination.

E. CAFA Notice. Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Settling Pharmacies shall serve notice of the Settlement on the appropriate federal and state officials no later than 10 calendar days after the filing of this Agreement with the Court. Settling Pharmacies may contract with a third party to serve this notice. If the Settlement does not become final for any reason, the Settling Pharmacies shall not recover their costs of providing notice pursuant to the Class Action Fairness Act of 2005.

F. **Objections to Settlement.**

1. **Form of Objection & Deadline for Filing.** The Notice shall require that any Objection to the Settlement, or any part of this Agreement, including Attorneys' Fees and Expenses, the Class Representatives' Service Awards, or the Plan of Allocation, be in writing. The deadline for filing any Objection with the Court shall be 45 calendar days after commencement of the dissemination of the Notice.
2. **Content of Objection.** The written Objection filed with the Court shall:
(a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys' Fees and Expenses, and/or application for Service Awards to Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (d) state whether the Objection applies only to the objector, to a subset of the Class, or to the entire Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector's membership in the Class, such as the objectors' status as a Third Party Payor within the Class; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement.
3. **Waiver.** Any Class Member that does not object in the manner provided herein shall be deemed to have waived such Objection and shall forever be foreclosed from making any Objection to the fairness or adequacy of the proposed Settlement, the Plan of Allocation, the Attorneys' Fees and Expenses, or to any Service Award, unless otherwise ordered by the Court. All presentations of Objections will be further limited by the information listed in the Objection. A Class Member's compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of Objections at the Fairness Hearing, will be in the sole discretion of the Court.

G. **Opt-Out.**

1. Any entity within the Class that wishes to opt out of the Class and Settlement must submit a written and signed statement entitled, "Opt-Out

Form” to the Notice and Claims Administrator and email it to Settling Pharmacies and Class Counsel as set forth in the Notice. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and is legally authorized to exclude itself from the Settlement and must: provide the submitting entity’s name, address, telephone number and email address (if available); provide the complaint and docket number of any case in which the submitting entity is a Plaintiff against the Settling Pharmacies related to the Covered Conduct; and be received by the Notice and Claims Administrator, Class Counsel, and Settling Pharmacies no later than the date designated for such purpose in the Notice.

2. The standing and Class Member-eligibility-status of entities that submit Opt-Out Forms will be subject to confirmation by the Notice and Claims Administrator.
3. An Opt-Out Form that fails to satisfy any of the requirements set forth in Section V.G.1, including, but not limited to, any Opt-Out Form that provides inaccurate or incomplete information, shall be null and void and shall have no effect whatsoever on the entity’s membership in the Class.
4. All Opt-Out Forms must be served on such schedule as the Court may direct. In seeking Preliminary Approval, Class Counsel will request that the deadline for receipt of Opt-Out Forms be 45 calendar days after commencement of dissemination of Notice.
5. Opt-Out Forms shall be deemed valid only for the entity named in the request.
6. Opt-Out Forms shall be deemed timely if received by the Notice and Claims Administrator, Class Counsel, and Settling Pharmacies no later than the date designated for such purpose in the Notice.
7. Any entity that submits a timely and valid Opt-Out Form in accordance with Section V.G.1 shall not: (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to submit an Objection.
8. Any Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G.1 submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of Section V.F, shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.
9. No “mass,” “class,” “group,” or otherwise combined Opt-Out Forms shall be valid, and no entity may submit an Opt-Out Form on behalf of any

other entity that is included in the Class definition, including, but not limited to, the entity's subsidiaries, affiliated or related companies or business entities, divisions, partnerships, joint ventures, clients, customers, or administrative services organization.

10. **Opt-Out Report.** No later than 7 calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, and prior to the Fairness Hearing, the Notice and Claims Administrator shall submit to the Court, Class Counsel, and Settling Pharmacies the Opt-Out Report as described in Section V.D.3.
11. With respect to any member of the Class that timely elected to opt out and is therefore not a member of the Class, Settling Pharmacies reserve all of their legal rights and defenses.

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

1. On or before the deadline set by the Court in the Preliminary Approval Order, Class Counsel shall file a motion for final approval of the Settlement (the "*Motion for Final Approval*"). In the Motion for Final Approval and at the Fairness Hearing, the Settling Parties will request that the Court: (a) enter the Final Approval Order substantially in the form attached as Exhibit E to this Agreement, provided that any material modification to the Final Approval Order must be agreed to by the Class Representatives and Settling Pharmacies; (b) finally certify the Class; (c) approve and adopt the Agreement as final, fair, reasonable, adequate, and binding on all Class Members; (d) enter judgment dismissing the Actions with prejudice and directing the dismissal with prejudice of any of the Actions not before the Court; and (e) permanently enjoin any Class Member from asserting or pursuing any Released Claim against any Released Entity in any forum. The Final Approval Order and Final Judgment shall contain provisions:

a. certifying the Class for settlement purposes; fully and finally approving the Settlement contemplated by this Agreement and its terms as being fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23 and directing its consummation pursuant to its terms and conditions; and finding that the Notice given to the Class Members constituted the best notice practicable under the circumstances and complies in all respects with the requirements of Federal Rule of Civil Procedure 23 and due process;

b. entering judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to the Settling Pharmacies and, except as provided for herein, without costs;

- c. directing Class Members to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to the Settling Pharmacies and, except as provided for herein, without costs;
- d. discharging and releasing the Released Entities from all Released Claims;
- e. permanently barring and enjoining the institution and/or prosecution by Class Members of any other action against the Released Entities in any forum asserting any Claims related in any way to the Released Claims;
- f. reserving and continuing exclusive jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent, Class Counsel as the Escrow Account's tax administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;
- g. determining pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of a Final Approval Order as to Plaintiffs and the Settling Pharmacies; and
- h. containing such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.

Class Counsel also will request that the Court approve the proposed Plan of Allocation and application for attorneys' fees and reimbursement of expenses, as described in Section VIII.A.

- 2. Class Counsel shall provide the Settling Pharmacies with a draft of the Motion for Final Approval, together with any accompanying memorandum of law at least 5 business days in advance of filing and shall consider in good faith any comments the Settling Pharmacies may have. Class Counsel shall not file such a motion without the Settling Pharmacies' consent, which consent shall not be unreasonably withheld.

VI. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination

A. Occurrence of Effective Date.

- 1. Upon the Effective Date, any and all remaining interest or right of the Settling Pharmacies in or to the Settlement Funds, if any, shall be absolutely and forever extinguished, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Fee and Expense Award paid) shall be transferred from the Escrow Agent to the Notice and Claims Administrator as successor Escrow Agent within 10 business days of the Notice and Claims Administrator notifying Class Counsel it is ready to distribute the Net Settlement Funds, which must be after the Effective Date.

2. Plaintiffs shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on Exhibit A, on the Effective Date.

B. Failure of Effective Date to Occur.

1. In the event that the Effective Date does not occur, for whatever reason, including for the reasons set forth in Sections VI.C-E, then this Agreement shall be cancelled and terminated, unless the Settling Parties mutually agree in writing to proceed with this Agreement. The Settlement Funds shall be returned to Settling Pharmacies, including all Attorneys' Fees and Expenses, less their share of any Notice and Administrative Costs, and any Taxes or Tax Expenses paid, incurred, or due and owing (the "*Termination Refund*"). This Termination Refund shall be refunded, reimbursed, and repaid to the Settling Pharmacies within 7 calendar days, pursuant to written instructions from Settling Pharmacies' Counsel to Co-Lead Class Counsel. Co-Lead Class Counsel will promptly provide all necessary instructions to the Escrow Agent to effectuate the foregoing sentence. The Termination Refund shall be allocated among the Settling Pharmacies consistent with each Settling Pharmacy's share of the total Settlement Funds transferred into the Escrow Account as of that date.
2. Upon receipt of the Termination Refund, this Agreement shall terminate, and the Settling Pharmacies' obligations under this Agreement, and all releases contained herein, shall become null and void. In the event of such a termination: (a) no Class will be deemed certified as a result of this Agreement; (b) all orders of the Court preliminarily or otherwise approving the Settlement shall be vacated; (c) the Settling Parties shall be returned to the status quo that existed in the Actions immediately prior to February 9, 2026 (subject to appropriate extensions of deadlines to enable the Actions to proceed); and (d) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to February 9, 2026. The Settling Parties shall then proceed in all respects as if this Agreement and any related orders had not been executed.

C. Walk-Away Right.

1. No later than 7 calendar days following the deadline set by the Court for Class Members to opt out from the Class, the Notice and Claims Administrator shall provide Settling Pharmacies' Counsel with the Opt-Out Report.
2. Each Settling Pharmacy may, in its sole discretion, terminate the Agreement by serving written notice, by email, to Class Counsel within 15 business days following receipt by Settling Pharmacies from Class Counsel of the Opt-Out Report (the "*Walk-Away Right*"), unless such date is extended by mutual agreement of Class Counsel and Settling Pharmacies. In deciding whether to exercise its Walk-Away Right, the

Settling Pharmacy agrees to endeavor to meet and confer with Class Counsel, but in no event will this agreement obviate the Settling Pharmacy's ability to unilaterally determine to exercise the Walk-Away Right. A Settling Pharmacy may consider any factors that it deems relevant. If a Settling Pharmacy does not provide written notice of the exercise of its Walk-Away Right to Class Counsel in accordance with this paragraph, its Walk-Away Right shall be waived. If all Settling Pharmacies elect to exercise their Walk-Away Right, the Termination Refund shall be paid to the Settling Pharmacies as provided in Section VI.B. If some, but not all, Settling Pharmacies exercise their Walk-Away Right, each Settling Pharmacy that has exercised its Walk-Away Right will be refunded, reimbursed, and repaid its share of the total Settlement Funds transferred into the Escrow Account as of that date, including all Attorneys' Fees and Expenses, less its share of any Notice and Administrative Costs, and any Taxes or Tax Expenses paid, incurred, or due and owing (the "Individual Refund"). The Individual Refund shall be refunded, reimbursed, and repaid to the Settling Pharmacy within 7 calendar days, pursuant to written instructions from that Settling Pharmacy's Counsel to Co-Lead Class Counsel. The decision to exercise the Walk-Away Right shall be unreviewable and shall be in each Settling Pharmacy's sole discretion.

3. If some, but not all, Settling Pharmacies exercise their Walk-Away Right, then this Agreement will remain in effect for those Settling Pharmacies that have not exercised their Walk-Away Right. Upon a Settling Pharmacy's election to exercise its Walk-Away Right, that Settling Pharmacy and each of its Released Entities will no longer qualify as a Settling Pharmacy or a Released Entity under this Agreement, except for purposes of the Individual Refund or Termination Refund owed to that Settling Pharmacy. Upon receipt of its Individual Refund, all obligations to and obligations of that Settling Pharmacy and its Released Entities pursuant to this Agreement, and all releases contained herein as to that Settling Pharmacy and its Released Entities, shall become null and void.

D. Termination.

1. This Agreement may be terminated by either the Settling Pharmacies or Class Counsel by serving on counsel for the other parties and filing with the Court a written notice of termination within 10 business days (or such longer time as may be agreed between Settling Pharmacies and Class Counsel) after any of the following occurrences:
 - a. the Court, or any appellate court(s), rejects, materially modifies, or materially amends or changes the Settlement (with the exception of any provision of the Settlement relating to Attorneys' Fees and Expenses or any Service Awards);

b. the Court, or any appellate court(s), declines to enter without material change the material terms in the proposed Preliminary Approval Order or the proposed Final Approval Order;

c. an appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand; or

d. the Effective Date does not otherwise occur.

E. No Court Approval.

1. If the Court declines to or does not enter the Preliminary Approval Order or the Final Approval Order, or if the Final Approval Order does not become a Final Judgment because it is reversed, vacated, or modified on appeal, a motion for reconsideration, or other review, the Actions against the Released Entities will resume unless within 30 calendar days of such event, the Settling Parties mutually agree in writing to: (a) seek reconsideration or appellate review of any decision denying entry of such order; (b) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement; and/or (c) comply with other guidance or directives the Court has provided.
2. If the litigation against the Released Entities resumes pursuant to Section VI.E.1 or the Settling Parties seek reconsideration and/or appellate review of any decision denying entry of the Preliminary Approval Order or Final Approval Order or the decision reversing, vacating, or materially modifying the Final Approval Order and such further reconsideration and/or appellate or other review is denied: (a) the Escrow Agent shall, within 7 calendar days of receiving written notice of such resumption or the denial of further reconsideration or appellate review, repay to the Settling Pharmacies the Termination Refund as of the date on which notice is received; and (b) this Agreement shall terminate upon receipt of the Termination Refund.

VII. Notice and Claims Administrator

A. **Selection of Notice and Claims Administrator.** Co-Lead Class Counsel will nominate A.B. Data, Ltd., which the Court has previously approved.

1. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Court's approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Class.

2. The Notice and Claims Administrator's role generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Claim Forms, including all supporting documentation, as well as determining any Qualifying Class Member's Allocated Amount and overseeing distribution of the Net Settlement Funds.
3. Any successor to the initial Notice and Claims Administrator shall be subject to appointment by the Court, with the consent of all Settling Parties, and shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s).
4. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Class Members' rights and obligations under the Agreement.
5. The Settling Pharmacies, the Settling Pharmacies' Counsel, and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.
6. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid entirely from the Settlement Funds. Settling Pharmacies shall have no other obligation to pay any such fees, costs, and expenses.

B. Distribution of Settlement Funds.

1. Upon further orders of the Court, the Notice and Claims Administrator, subject to such supervision and direction of the Court and/or Co-Lead Class Counsel, as may be necessary or as circumstances may require, shall administer the claims submitted by Class Members and shall oversee distribution of the Settlement Funds, including distribution of the Net Settlement Funds to Class Members pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the Court, the Settlement Funds shall be applied as follows:
 - a. to pay all costs and expenses reasonably and actually incurred in connection with providing Notice to the Class, in connection with administering and distributing the Net Settlement Funds to Class Members, and in connection with paying escrow fees and costs, if any;
 - b. to pay all costs and expenses, if any, reasonably and actually incurred in soliciting claims and assisting with the filing and processing of such claims;

- c. to pay Taxes and Tax Expenses as defined herein;
 - d. to pay any Fee and Expense Award, and any Service Awards to Class Representatives, that are approved by the Court, subject to and in accordance with the Agreement; and
 - e. to distribute the balance of the Net Settlement Funds to Class Members as allowed by the Agreement, the Plan of Allocation, or order of the Court.
2. No amount may be disbursed from the Settlement Funds until the Effective Date, except that: (a) Notice and Administrative Costs, to the extent authorized by the Court, may be paid from the Settlement Funds as they become due; and (b) Taxes and Tax Expenses may be paid from the Settlement Funds as they become due.

C. Distribution of Net Settlement Funds.

- 1. Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Funds shall be distributed to Class Members.
- 2. The Net Settlement Funds shall be distributed to Class Members that submit a Claim Form in accordance with a Plan of Allocation to be approved by the Court. No funds from the Net Settlement Funds shall be distributed until after the Effective Date.

D. No Liability for Distribution of Escrow Account. Neither the Settling Pharmacies, the Released Entities, nor their counsel shall have any responsibility for, interest in, or liability whatsoever with respect to the distribution of the Escrow Account; the Plan of Allocation; the determination, administration, or calculation of claims; the Escrow Account's qualification as a "qualified settlement fund"; the payment or withholding of Taxes or Tax Expenses; the distribution of the Net Settlement Funds; or any losses incurred in connection with any such matters. The Releasors hereby fully, finally, and forever release, relinquish, and discharge the Settling Pharmacies, the Released Entities, and their counsel from any and all such liability. No entity shall have any claim against Class Counsel or the Notice and Claims Administrator based on the distributions made substantially in accordance with the Agreement and the Settlement contained herein, the Plan of Allocation, or further orders of the Court.

E. Balance Remaining in Net Settlement Funds. If there is any balance remaining in the Net Settlement Funds (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be distributed in accordance with the Plan of Allocation or further order of the Court (but not to the Settling Pharmacies), provided, however, that absent written agreement of the Parties, all Net Settlement Funds shall be distributed to Class Members.

F. Orders Regarding Plan of Allocation. Any order or proceeding solely relating to the Plan of Allocation, including any adjustments to any Class Member's claim, shall not

operate to terminate or cancel this Agreement or affect the finality of the Final Judgment, or any other orders entered pursuant to this Agreement.

VIII. Attorneys' Fees and Expenses and Service Awards

A. **Fee and Expense Application.** Class Counsel may submit an application (the "*Fee and Expense Application*") for distributions from the Settlement Funds for: (a) an award of attorneys' fees; (b) reimbursement of expenses incurred in connection with prosecuting the Action; and (c) any interest on such Attorneys' Fees and Expenses at the same rate and for the same periods as earned by the Settlement Funds, as appropriate, and as may be awarded by the Court.

B. **Payment of Fee and Expense Award.** Any amounts that are awarded by the Court pursuant to Section VIII.A shall be paid from the Settlement Funds consistent with the provisions of this Agreement.

C. **Award and Allocation of Attorneys' Fees and Costs.** The award, payment, and allocation of attorneys' fees and costs under this Agreement and/or the Plan of Allocation are subject to Court approval under Federal Rule of Civil Procedure 23(h) and to the Court's common benefit-related orders. The amount awarded by the Court for attorneys' fees is subject to and shall include the common benefit obligations due under the Court's common benefit-related orders, which shall be allocated by the Fee Panel among qualified applicants: firms that: (1) represent litigating Third Party Payors against the Settling Pharmacies (parallel to requirements in prior governmental entity settlements); and (2) did work that inured to the common benefit. The fee award net of the common benefit assessment shall be allocated by Co-Lead Class Counsel among counsel who have performed authorized work for the benefit of the Settlement Class, with any appeals to such allocation going to Special Master Cohen.

D. **Orders Regarding Fee and Expense Award.** The procedure for, and the allowance or disallowance by the Court of, the Fee and Expense Application are not part of the Settlement set forth in this Agreement. Any order or proceeding solely relating to the Fee and Expense Application, including any appeal from any Fee and Expense Award or any other order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment and the Settlement of the Actions as set forth herein, *provided* that any such order or proceeding has no impact on any other aspect of the Settlement or this Agreement beyond this Section VIII.

E. **No Liability for Fees and Expenses of Class Counsel.** Neither the Settling Pharmacies, the Released Entities, nor their counsel shall have any responsibility for or liability whatsoever with respect to any payment(s) to Class Counsel pursuant to this Agreement and/or to any other entity or person that may assert some claim thereto or any Fee and Expense Award that the Court may make in the Action, other than as set forth in this Agreement.

F. **Service Award.** Settlement Class Counsel may apply to the Court, upon Notice to the Class, for appropriate Service Awards for Settlement Class Representatives in connection with their representation of the Class, subject to the discretion and approval of the Court. The Service Awards shall be paid from the Settlement Funds, and Settling Pharmacies shall have no

obligation to pay any Service Award or any other fees, costs, or expenses other than the Settlement Amount. Any order or proceeding solely relating to the Service Award, including any appeal from any Service Award or any other order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment and the Settlement of the Actions as set forth herein, *provided* that any such order or proceeding has no impact on any other aspect of the Settlement or this Agreement beyond this Section VIII.

IX. Releases and Dismissal

A. No Future Actions Following Release. As of the Effective Date, the Released Entities will be fully, finally, and forever released and discharged from all of the Released Claims. Each Releasor, as of the Effective Date, hereby absolutely, unconditionally, and irrevocably covenants (i) not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class, and (ii) not to argue in any litigation that any Released Entity bears any fault for, or was in any way responsible for or the cause of, any Released Claim. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Class Members shall look solely to the Settlement Funds for settlement and satisfaction against the Settling Pharmacies of all Claims that are released hereunder.

B. Claim-Over and Non-Party Settlement.

1. The payments made under this Agreement shall be the sole payments made by the Released Entities to Class Members involving, arising out of, or related to the Released Claims. Claims by Class Members against non-parties shall not result in additional payments by the Released Entities, whether through contribution, indemnification, or any other means.
2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so

under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Settling Pharmacies in Section IX.B.2. or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. It is the intent of the Parties that the Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.
5. The provisions of this Section IX.B. are intended to be implemented consistent with the principles outlined in this Section. This Agreement and the releases and dismissals provided for herein are made in good faith.
6. In the event that any Class Member obtains a judgment with respect to a Non-Released Entity and such Non-Released Entity asserts a Claim against the Released Entities related to the Released Claims, that Class Member and the Settling Pharmacies shall take the following actions to ensure that the Released Entities do not pay more with respect to the Released Claims to Class Members or to Non-Released Entities than the amounts owed under this Agreement by the Settling Pharmacies:
 - a. The Settling Pharmacies shall notify the Class Member of the Claim-Over within 60 calendar days of the assertion of the Claim-Over or within 60 calendar days of the Effective Date, whichever is later.
 - b. The Settling Pharmacies' payment obligations under this Agreement are and shall be binding, notwithstanding the existence of any Claim-Over. Except as provided in this Section IX.B, in no event shall any Class Member be required to forego, disgorge, diminish, or alter any amounts owing under this Agreement as a result of any Claim-Over.
 - c. The Settling Pharmacies and the Class Member shall meet and confer concerning the means to hold the Released Entities harmless and ensure that the Settling Pharmacies or Released Entities are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by the Settling Pharmacies under this Agreement.
 - d. The Class Member and the Settling Pharmacies shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by the Settling Pharmacies under this Agreement. Such steps shall include, where permissible:

(i) support by the Releasor of a motion to dismiss or such other appropriate motion as may be filed by the Settling Pharmacies or Released Entities in response to any Claim filed in litigation or arbitration;

(ii) Reduction of the Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(iii) Placement in escrow of funds paid by the Non-Released Entity to Releasor such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by the Settling Pharmacy to, or allocated to, that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to the Settling Pharmacy by that Releasor to ensure the Settling Pharmacy is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to the Settling Pharmacy under this Agreement in an amount equal to the Releasor's distribution to reduce the overall amounts to be paid under the Agreement such that it is held harmless from the Claim-Over; and

(vii) such other actions as that Releasor and the Settling Pharmacies may devise to hold the Released Entities harmless from the Claim-Over.

e. The actions of that Releasor and the Settling Pharmacy taken pursuant to clause (d) above must, in combination, ensure that the Settling Pharmacy is not required to pay more with respect to Covered Conduct than the amounts owed by that Settling Pharmacy to that Releasor under this Agreement.

C. **Litigation Bar.** The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. **General Release.** The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in the Agreement, each Releasor expressly, knowingly, and voluntarily waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state

or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which reads:

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

Releasors likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Class Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to, Section 20-7-11 of the South Dakota Codified Laws. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or through no fault whatsoever, and which, if known, would materially affect the Releasors' decision to participate in this Agreement.

E. **Assigned Interest Waiver.** To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Settling Pharmacy (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Settling Pharmacy.

F. **Res Judicata.** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

G. **Effectiveness.** The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law,

regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Funds or any portion thereof, by the enactment of future laws, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** The Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. Consistent with these objectives, the Settling Pharmacies will not oppose Plaintiffs' Motions for Preliminary and Final Settlement Approval. The Settling Parties will continue to work cooperatively to complete and submit promptly to the Court for approval such additional documentation as may be necessary for the Court to determine whether this Agreement and Settlement should be communicated to the Class and ultimately approved and to address any concerns regarding the Settlement identified by the Court or any court of appeal. Upon the Effective Date, Class Members will also reasonably cooperate with the Settling Pharmacies to secure the prompt dismissal of any and all Released Claims in the Actions.

I. **Non-Released Claims.** Notwithstanding the foregoing or anything in the definition of Released Claims, any claims solely to enforce the terms of this Agreement are not released.

J. **Liens.** Each Class Member agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Settlement Funds allocated to that Class Member, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

K. **Claims Excluded from Release.** Notwithstanding the foregoing, the releases provided herein shall not release claims of entities that are not Releasers; claims or damages arising solely from conduct by the Settling Pharmacies that occur after the Effective Date; claims against the Settling Pharmacies other than the Released Claims; or claims to enforce the terms of this Agreement.

L. Upon the Effective Date, Settling Pharmacies shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Class Representatives, each and all of the Class Members, and their counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Actions, except for enforcement of the Settlement Agreement. Any other claims or defenses Settling Pharmacies may have against such persons including, without limitation, any claims based upon or arising out of any contractual, employment, or other business relationship with such persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Actions are specifically preserved and shall not be affected by the preceding sentence.

M. All Class Members shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment with respect to all Released Claims.

X. Miscellaneous Provisions

A. **No Admission of Liability or Wrongdoing.** The Class Representatives, the Class, and the Settling Pharmacies agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. The Settling Pharmacies deny the allegations in the Actions and deny, and do not admit, any liability or wrongdoing. Nothing in this Agreement shall be considered, construed, deemed, or represented to be: (1) an admission, concession, or evidence of (a) any fault, liability, or wrongdoing; (b) any violation of any law, regulation, rule, or ordinance; (c) the strength or weakness of any Claim, defense, or allegation made in any Action or any other past, present, or future proceeding related to any Covered Conduct or Product; (d) the legal viability of the Claims or theories in any Action; or (e) any other matter of fact or law; or (2) a waiver or any limitation of any defense otherwise available to the Settling Pharmacies. Nothing in this Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business related to any Product.

B. **Voluntary Settlement.** Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

C. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.D, this Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Settling Parties relating to the subject matter hereof and supersedes: (1) all prior agreements and understandings relating to such subject matter, whether written or oral; and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

The exhibits to this Agreement are:

Exhibit A	Non-Exhaustive List of Actions
Exhibit B	Non-Exhaustive List of Plaintiff-Class Members
Exhibit C	Claim Form
Exhibit D	Form of Preliminary Approval Order
Exhibit E	Form of Final Approval Order
Exhibit F	Non-Exhaustive List of CVS Released Entities
Exhibit G	Non-Exhaustive List of Walmart Released Entities

Exhibit H Non-Exhaustive List of Walgreens Released Entities

D. **Amendment.** The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties.

E. **Conflict.** To the extent there is a conflict between the provisions of this Agreement, the Preliminary Approval Order, the Final Judgment, the Final Approval Order, and/or the Plan of Allocation, each such document shall have controlling effect in the following rank order: (1) the Final Judgment; (2) the Final Approval Order; (3) the Preliminary Approval Order; (4) this Agreement; and (5) the Plan of Allocation.

F. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the Court.

G. **Construction.** None of the Settling Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

H. **No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling Party or a Released Entity. No Class Member may assign or otherwise convey any right to enforce any provision of this Agreement.

I. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

J. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms, and the negotiations surrounding this Agreement shall be governed by Rule 408 of the Federal Rules of Evidence and related rules of evidence, case law, and the legal provisions in other jurisdictions. This Agreement shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement. Notwithstanding anything to the contrary in this Agreement or otherwise, Settling Pharmacies may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Defendants; (iii) to support a claim

for contribution and/or indemnification; or (iv) to support any argument or defense by a Settling Pharmacy that the Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

K. Preservation of Records. For 5 years following the Effective Date: (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Claim Form; and (ii) each Class Representative shall keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Claim Form.

L. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties. Without limiting the generality of the foregoing, each and every covenant and agreement entered into herein by Class Representatives and Class Counsel shall be binding upon all Class Members.

M. Notices. All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, and, if directed to any Class Member, shall be addressed to Class Counsel at their addresses set forth below, and, if directed to the Settling Pharmacies, shall be addressed to their attorneys at the addresses set forth below or such other addresses as Class Counsel or the Settling Pharmacies may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to the Class Representatives or any Class Member(s), address notice to:

Elizabeth J. Cabraser
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street
29th Floor
San Francisco, CA 94111
ecabraser@lchb.com

Paul J. Geller
ROBBINS GELLER RUDMAN & DOWD, LLP
225 NE Mizner Boulevard
Suite 720
Boca Raton, FL 33432
pgeller@rgrdlaw.com

If directed to the Settling Pharmacies, address notice to:

CVS's attorneys at:

Eric Delinsky
ZUCKERMAN SPAEDER LLP

2100 L Street NW, Suite 400
Washington, D.C. 20037
edelinsky@zuckerman.com

Walgreens' attorneys at:

Kaspar Stoffelmayr
BARTLIT BECK LLP
54 West Hubbard Street
Chicago, IL 60654
kaspar.stoffelmayr@bartlitbeck.com

Walmart's attorneys at:

Tina M. Tabacchi
Jason Z. Zhou
JONES DAY
110 North Wacker Drive, Suite 4800
Chicago, IL 60606
tmtabacchi@jonesday.com
jzhou@jonesday.com

Any Settling Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section X.M.

N. **Consent to Jurisdiction.** The Settling Pharmacies and the Settlement Class agree that this Settlement, including payments, is enforceable on a continuing and exclusive basis by the Court. The Settling Pharmacies and each Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Settling Pharmacies and the Class Members irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court or that the Court is in any way an improper venue or an inconvenient forum. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

O. **Resolution of Disputes; Retention of Exclusive Jurisdiction.** Any disputes between or among the Settling Pharmacies and any Class Members concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court. The Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

P. **Choice of Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Ohio without giving effect to that State's conflict of law principles.

Q. **Severability.** If any provision of this Agreement—except for Section I (Definitions), Section III (Class Definition), Section IV (Settlement Funds), Section V (Approval and Notice), Section VI.B (Failure of Effective Date to Occur), Section VI.C (Walk-Away Right), and Section IX (Releases and Dismissal)—were for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement Agreement.

R. **Waiver.** No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a Settling Party on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion, unless otherwise agreed in writing.

S. **Confidentiality.** The terms of this Agreement shall remain confidential until the Motion for Preliminary Approval is filed, unless the Settling Pharmacies and Class Counsel agree otherwise, *provided* that the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any securities or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or as otherwise required by applicable law or court order; and Class Members may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Escrow Agent, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Approval Order shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes. No such press release shall be made prior to Class Counsel filing the Motion for Preliminary Approval.

T. **Non-Disparagement.** The Settling Pharmacies, Class Members, and Class Representatives agree that they will not in any manner make any public statements, including any statements to the media, that disparages any other Settling Party regarding any topic related to these Actions, including any topic related to the Actions, the Covered Conduct, or the Released Claims. Nothing in this Section X.T shall preclude a Class Member from asserting an objection under Rule 23 of the Federal Rules of Civil Procedure.

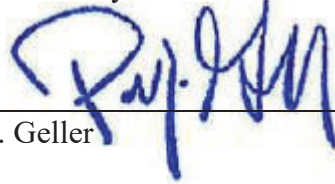
IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

Dated: June 4, 2026

CO-LEAD CLASS COUNSEL, on behalf of Third Party Payor Plaintiffs individually and the Third Party Payor Class

By: _____

Paul J. Geller



Paul J. Geller
Mark J. Dearman
ROBBINS GELLER RUDMAN & DOWD LLP
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432

By: _____

Elizabeth J. Cabraser

Elizabeth J. Cabraser
Eric B. Fastiff
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

By: _____

James R. Dugan, II
DUGAN LAW FIRM
One Canal Place
Suite 1000
365 Canal Street
New Orleans, Louisiana 70130

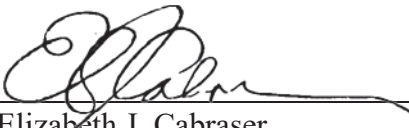
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Dated: June 4, 2026

CO-LEAD CLASS COUNSEL, on behalf of Third Party Payor
Plaintiffs individually and the Third Party Payor Class

By: _____
Paul J. Geller

Paul J. Geller
Mark J. Dearman
ROBBINS GELLER RUDMAN & DOWD LLP
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432

By:  _____
Elizabeth J. Cabraser

Elizabeth J. Cabraser
Eric B. Fastiff
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

By: _____
James R. Dugan, II
DUGAN LAW FIRM
One Canal Place
Suite 1000
365 Canal Street
New Orleans, Louisiana 70130

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

Dated: June 4, 2026

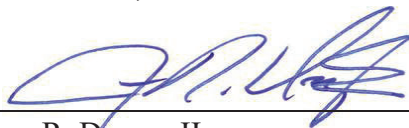
CO-LEAD CLASS COUNSEL, on behalf of Third Party Payor
Plaintiffs individually and the Third Party Payor Class

By: _____
Paul J. Geller

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ROBBINS GELLER RUDMAN & DOWD LLP
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432

By: _____
Elizabeth J. Cabraser

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275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

By:  _____
James R. Dugan, II
DUGAN LAW FIRM
One Canal Place
Suite 1000
365 Canal Street
New Orleans, Louisiana 70130

Dated: June 8, 2026

On behalf of the CVS Defendants

By: 
Printed Name: Thomas S. Moffatt
Title: Officer

Dated: June __, 2026

On behalf of the Walgreens Defendants

By: _____
Printed Name: _____
Title: _____

Dated: June __, 2026

On behalf of the Walmart Defendants

By: _____
Printed Name: _____
Title: _____

Dated: June __, 2026

On behalf of the CVS Defendants

By: _____
Printed Name: _____
Title: _____

Dated: June 5, 2026

On behalf of the Walgreens Defendants

By: Peter R. Wilson
Printed Name: Peter R. Wilson
Title: Associate General Counsel

Dated: June __, 2026

On behalf of the Walmart Defendants

By: _____
Printed Name: _____
Title: _____

Dated: June __, 2026

On behalf of the CVS Defendants

By: _____

Printed Name: _____

Title: _____

Dated: June __, 2026

On behalf of the Walgreens Defendants

By: _____

Printed Name: _____

Title: _____

Dated: June __, 2026

June 8, 2026 | 07:14 PDT

On behalf of the Walmart Defendants

Jeffery Spalding

By: _____

Printed Name: Jeffery Spalding

Title: Senior Vice President and Chief Counsel for

Walmart International and Walmart Sourcing

EXHIBIT A

Exhibit A – Non-Exhaustive List of Actions

Case Caption	State/Federal	Jurisdiction	Docket No.
<i>Aboffs, Inc. v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45956
<i>Advanced C4 Solutions, Inc. v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45070
<i>AFL-CIO Local 475 Health and Welfare Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45941
<i>Agricultural Group Compensation Self-Insured Fund v. Endo Health Solutions Inc., et al.</i>	Federal	NDOH	1:19-op-45892
<i>Al Marino, Inc. v. Purdue Pharma LP, et al.</i>	Federal	NDOH	1:19-op-45976
<i>Allied Security Health & Welfare Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45944
<i>Allied Security Health and Welfare Fund v. Purdue Pharma L.P.</i>	Federal	NDOH	1:20-op-45237
<i>Alure Home Improvements, Inc. v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45936
<i>Amalgamated Union Local 450-A Welfare v. Purdue Pharma, L.P., et al.</i>	Federal	NDOH	1:19-op-45807
<i>American Federation of State, County and Municipal Employees (AFSCME) District Council 47 Health & Welfare Fund v. Purdue Pharma LP, et al.</i>	State	Delaware County	2018-008864
<i>American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan v. Purdue Pharma L.P. et al</i>	Federal	NDOH	1:18-op-45013
<i>American Resources Insurance Company, Inc. v. Purdue Pharma L.P. et al</i>	Federal	NDOH	1:18-op-45910
<i>Arizona Counties Insurance Pool v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:18-op-45632
<i>Arizona Municipal Risk Retention Pool v. Purdue Pharma LP et al</i>	Federal	NDOH	1:18-op-45178
<i>Arizona School Alliance for Workers' Compensation, Inc. v. Purdue Pharma, L.P., et al.</i>	Federal	NDOH	1:18-op-45540
<i>Asbestos Workers Local 6 Health and Welfare Fund et al v. Purdue Pharma, L.P. et al</i>	Federal	NDOH	1:18-op-45542

<i>Asbestos Workers Local Union No. 2 Welfare Fund v. Allergan, PLC, et al.</i>	Federal	NDOH	1:21-op-45023
<i>Austin & Williams, Inc. v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45938
<i>Barnes, Iaccarino & Shepherd LLP v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45905
<i>Black Prince Distillery, Inc. v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45904
<i>Brer-Four Transportation Corporation v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45931
<i>Bricklayers and Allied Craftworkers Local Union No. 1 of PA/DE v. Purdue Pharma LP, et al.</i>	State	Delaware County	2018-008863
<i>Brighton Health Plan Solutions, LLC d/b/a MagnaCare Administrative Services and MagnaCare, LLC v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45838
<i>Brighton Health Plan Solutions, LLC d/b/a MagnaCare Administrative Services v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45837
<i>Brookhaven Ambulance Co., Inc. d/b/a South Country Ambulance v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45957
<i>Building Service Local 2 Welfare Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45991
<i>Building Trades Welfare Benefit Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45899
<i>Cardoza Plumbing Corporation v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45932
<i>Carpenters Health & Welfare of Philadelphia & Vicinity v. Purdue Pharma LP, et al.</i>	State	Delaware County	2018-008920
<i>Cedar International Services, LLC v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45071
<i>Central California Alliance for Health v. Teva Pharmaceuticals USA, Inc., et al.</i>	Federal	NDOH	1:19-op-45971
<i>Central States, Southeast and Southwest Areas Health & Welfare Fund v. Purdue Pharma L.P. et al</i>	Federal	NDOH	1:18-op-45623

<i>Cleveland Bakers and Teamsters Health and Welfare Fund, et al. v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:18-op-45432
<i>Cleveland Teachers Union, Local 279 v. Purdue Pharma L.P. et al</i>	Federal	NDOH	1:18-op-45135
<i>CMGH Minden LLC v. Purdue Pharma et al.</i>	Federal	NDOH	1:19-op-45593
<i>Commission on Medical Care, d/b/a Partnership Health Plan of California v. Teva Pharmaceuticals USA, Inc., et al.</i>	Federal	NDOH	1:19-op-45896
<i>Corbett Aggregates Companies, LLC v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45969
<i>CWA Local 1181 Health Plan v. McKesson Corporation et al</i>	Federal	NDOH	1:19-op-45939
<i>CWA Local 1182 & 1183 Health and Welfare Funds v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45794
<i>Drywall Tapers Insurance Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45810
<i>Eastern Atlantic States Carpenters Health Fund v. Purdue Pharma L.P. et al</i>	Federal	NDOH	1:18-op-45741
<i>Employer-Temasters Local Nos. 175 & 505 Health & Welfare Fund et al v. Purdue Pharma L.P. et al</i>	Federal	NDOH	1:18-op-45446
<i>Fire and Police Retiree Health Care Fund, San Antonio v. Richard D. Sackler, et al.</i>	State	TX Bexar County	2019-CI-06151
<i>Fire and Police Retiree Health Care Fund, San Antonio v. Richard Sackler, et al.</i>	State	TX Harris County	2018-63587 & 2019-33724
<i>Flint Plumbing and Pipefitting Industry Health Care Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45430
<i>Gordon L. Seaman, Inc. v. Teva Pharmaceuticals USA, Inc., et al.</i>	Federal	NDOH	1:19-op-45958
<i>Health Plan of San Joaquin v. Teva Pharmaceuticals USA, Inc., et al.</i>	Federal	NDOH	1:19-op-46093
<i>Hollow Metal Trust Fund v. Endo Health Solutions, Inc., et al.</i>	Federal	NDOH	1:20-op-45094
<i>Hui Huliau v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45025
<i>IBEW Local 25 Health and Benefit Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45037

<i>IBEW Local 716 Electrical Medical Trust v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45148
<i>IBEW Local 90 Benefits Plan v. Purdue Pharma, L.P., et al.</i>	Federal	NDOH	1:18-op-45069
<i>Illinois Public Risk Fund v. Purdue Pharma L.P., et al.</i>	State	IL Cook County	2019-CH-05847
<i>ILWU-PMA Welfare Plan v. Cephalon, Inc., et al.</i>	Federal	NDOH	1:21-op-45013
<i>Inland Empire Health Plan v. Purdue Frederick Company, Inc. et al</i>	Federal	NDOH	1:19-op-45804
<i>Intergovernmental Risk Management Agency, et al. v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:18-op-46210
<i>International Brotherhood of Electrical Workers Local 728 Family Healthcare Plan v. Allergan plc f/k/a Actavis plc, et al.</i>	State	PA Delaware County	190303872
<i>International Brotherhood of Electrical Workers Local 98 Health & Welfare Fund, et al. v. Endo Pharmaceuticals, et al.</i>	State	PA Delaware County	190302063
<i>International Brotherhood of Trade Unions Local 713 Health Plan v. McKesson Corporation, et. al.</i>	Federal	NDOH	1:19-op-45832
<i>International Construction, Inc. v. McKesson Corporation, et al.</i>	Federal	NDOH	1:21-op-45062
<i>International Intimates, Inc. v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45935
<i>International Union of Operating Engineers, Local 150, et al v. Purdue Pharma L.P. et al</i>	Federal	NDOH	1:19-op-45414
<i>International Union of Painters and Allied Trades 1974 v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45854
<i>International Union of Painters and Allied Trades, District Council No. 21 Welfare Fund v. Allergan, plc, et al.</i>	State	PA Delaware County	190301983
<i>Iron Workers Local 361 Health Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45028
<i>Iron Workers Local 40 Health Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45027
<i>Iron Workers Local 417 Health Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45029
<i>Ironworkers Local 580 Health & Benefit Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45031

<i>IUOE Local 138 Health Benefit Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45943
<i>John Martinez d/b/a John Martinez Trucking v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45930
<i>Kaya Associates, Inc. v. McKesson Corporation, et al.</i>	Federal	NDOH	1:21-op-45064
<i>Kentucky League of Cities Insurance Services v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:18-op-45968
<i>Laborers 17 Health Benefit Fund v. Purdue Pharma, L.P. et al.</i>	Federal	NDOH	1:18-op-45072
<i>Laborers' District Council Building and Construction Health and Welfare Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:21-op-45019
<i>Laborers Local 1298 of Nassau & Suffolk Counties Welfare Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45813
<i>Laborers Local 235 Welfare Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45792
<i>LNO, Inc. v. McKesson Corporation, et al.</i>	Federal	NDOH	1:21-op-45065
<i>Local 22 Health Benefit Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45811
<i>Local 342 United Marine Division Insurance Trust v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45830
<i>Local 381 Group Insurance Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45942
<i>Local 713 I.B.O.T.U. Welfare Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:20-op-45236
<i>Local 8A-28A Welfare Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45809
<i>Local Initiative Health Authority for Los Angeles County v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45212
<i>Local Initiative Health Authority for Los Angeles County v. Sackler et al.</i>	Federal	NDOH	1:19-op-45963
<i>Local No. 38 IBEW Health and Welfare Fund v. Purdue Pharma L.P. et al</i>	Federal	NDOH	1:17-op-45002
<i>Louisiana Agricultural Compensation Self-Insurance Fund v. Endo Health Solutions Inc., et al.</i>	Federal	NDOH	1:19-op-45888

<i>Louisiana Assessors Insurance Fund a/k/a the Insurance Committee of the Assessors' Insurance Fund v. AmerisourceBergen Drug Corporation, et al.</i>	Federal	NDOH	1:18-op-46223
<i>Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana et al v. Purdue Pharma, LP et al</i>	Federal	NDOH	1:18-op-45372
<i>Louisiana Loggers Self-Insured Fund v. Endo Health Solutions Inc., et al.</i>	Federal	NDOH	1:19-op-45890
<i>Marketing Services of Indiana, Inc. v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:18-op-46104
<i>Mayflower Municipal Health Group v. Johnson and Johnson, et al.</i>	Federal	NDOH	1:19-op-45897
<i>Medford Volunteer Ambulance v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45048
<i>Medical Mutual of Ohio v. Purdue Pharma, L.P., et al.</i>	Federal	NDOH	1:18-op-45307
<i>Merrick Library v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-46097
<i>Metallic Lathers and Reinforcing Ironworkers Local 46 Health and Benefit Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45030
<i>Minute Men, Inc. et al v. Purdue Pharma L.P. et al</i>	Federal	NDOH	1:18-op-45306
<i>MSI Corporation v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:18-op-46053
<i>MSP Recovery Claims, Series LLC v. Purdue Pharma et al.</i>	Federal	NDOH	1:18-op-45091
<i>MSPA Claims I , LLC et al. v. Anda, Inc. et al</i>	Federal	NDOH	1:18-op-45526
<i>MSPA Claims I, LLC et al. v. Purdue Pharma et al.</i>	Federal	NDOH	1:18-op-45057
<i>National Roofers Union & Employers Joint Health & Welfare Fund v. Purdue Pharma LP, et al.</i>	Federal	NDOH	1:18-op-45833
<i>New York City District Council of Carpenters Welfare Fund v. Endo Health Solutions, Inc., et al.</i>	Federal	NDOH	1:20-op-45095
<i>NOITU Insurance Trust Fund v. Purdue Pharma, L.P., et al.</i>	Federal	NDOH	1:19-op-45808

<i>Northwest Arizona Employee Benefit Trust v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:18-op-46043
<i>Ohio Carpenters' Health Fund v. Purdue Pharma, L.P., et al.</i>	Federal	NDOH	1:19-op-45072
<i>Painting Industry Insurance Fund v. Purdue Pharma L.P. et al.</i>	Federal	NDOH	1:19-op-45793
<i>Philadelphia Federation of Teachers Health & Welfare Fund v. Endo Pharmaceuticals, Inc., et al.</i>	State	PA Delaware County	180403891
<i>Phillip Fyman and Alexander Weingarten, M.D., P.C. v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45906
<i>Pioneer Telephone Cooperative, Inc. Employee Benefits Plan, et al. v. Purdue Pharma, L.P., et al.</i>	Federal	NDOH	1:18-op-46186
<i>Pipefitters Local 636 Insurance Fund v. Johnson & Johnson, et al.</i>	Federal	NDOH	1:19-op-46095
<i>Plainview-Old Bethpage Public Library v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-46061
<i>Pleasant Valley School District v. Cephalon, Inc., et al.</i>	Federal	NDOH	1:21-op-45120
<i>Plumbers & Steamfitters Local 166 Health and Welfare Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45432
<i>Plumbers Local Union No. 1 Welfare Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:18-op-45838
<i>Plumbers Local Union No. 68 Welfare Fund v. McKesson Corporation et al</i>	Federal	NDOH	1:19-op-46008
<i>Plumbers' Local Union No. 690 Health Plan v. Teva Pharmaceuticals USA, Inc., et al.</i>	State	PA Delaware County	CV-2019-007625
<i>Pointe Coupee Parish Health Services District Number 1 v. Purdue Pharma LP, et al.</i>	Federal	NDOH	1:19-op-45019
<i>Public Service Insurance Company v. Janssen Pharmaceuticals, Inc., et al.</i>	Federal	NDOH	1:20-op-45015
<i>Redwood Contracting Corp. v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45960
<i>Risk Management, Inc. v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:18-op-45857
<i>Rockville Centre Public Library v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-46065

<i>Roofers Local 149 Security Benefit Trust Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45429
<i>Roofers Local 8 WBPA Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-46147
<i>San Francisco Health Plan v. Teva Pharmaceuticals USA, Inc., et al.</i>	Federal	NDOH	1:19-op-45893
<i>San Leandro Unified School District v. Cephalon, Inc., et al.</i>	Federal	NDOH	1:21-op-45114
<i>Santa Barbara San Luis Obispo Regional Health Authority d/b/a Cencal Health v. Teva Pharmaceuticals USA, Inc., et al.</i>	Federal	NDOH	1:19-op-45895
<i>Security Health Plan of Wisconsin, Inc. v. Janssen Pharmaceuticals, Inc. et al</i>	Federal	NDOH	1:19-op-45867
<i>SERIES 17-03-615, a designated series of MSP Recovery Claims, Series LLC v. Par Pharmaceutical et al</i>	Federal	NDOH	1:21-op-45079
<i>Shamrock Materials, LLC v. McKesson Corporation et al.</i>	Federal	NDOH	1:19-op-45937
<i>Sheet Metal Workers Local 19 Health Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:21-op-45025
<i>Sheet Metal Workers Local 38 Insurance and Welfare Fund v. Johnson & Johnson, et al.</i>	Federal	NDOH	1:19-op-46094
<i>Sheet Metal Workers Local No. 25 Health and Welfare Fund v. Purdue Pharma, L.P., et al.</i>	Federal	NDOH	1:18-op-45002
<i>South Central UFCW Unions and Employers Health & Welfare Trust v. McKesson Corporation et al</i>	Federal	NDOH	1:18-op-45998
<i>Southern Tier Building Trades Benefit Plan v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:20-op-45239
<i>Steamfitters Local 449 Medical & Benefit Fund v. Purdue Pharma, L.P., et al.</i>	State	PA Delaware County	190901412
<i>Structural Steel 806 Health Plan v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45831
<i>Suffolk Transportation Services, Inc. v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45933
<i>Susanville Elementary School District and Lassen County Office of Education v. Cephalon, Inc., et al.</i>	Federal	NDOH	1:22-op-45031

<i>Teamsters Health Services and Insurance Plan Local 404 v. Purdue Pharma, L.P. et al.</i>	Federal	NDOH	1:18-op-45001
<i>Teamsters Local 237 Retirees' Benefit Fund, et al. v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:18-op-45174
<i>Teamsters Local 445 Welfare Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-46146
<i>Teamsters Local 456 Welfare Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:21-op-45067
<i>Teamsters Local 493 Health Services and Insurance Plan v. Purdue Pharma L.P. et al.</i>	Federal	NDOH	1:18-op-45074
<i>Teamsters Local 671 Health Services and Insurance Plan v. Purdue Pharma, LP et al.</i>	Federal	NDOH	1:18-op-45092
<i>Teamsters Local 677 Health Services & Insurance Fund v. Purdue Pharma et al</i>	Federal	NDOH	1:18-op-45071
<i>The PAR Group v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45959
<i>Thomas F. Corbett Associates, LLC v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45967
<i>Trustees of the Unite Here Local 634 Health & Welfare Fund, PA v. Purdue Pharma LP, et al.</i>	State	PA Delaware County	2018-008795
<i>UFCW Local 1500 Welfare Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45041
<i>UFCW Local 342 Healthcare Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45033
<i>UFCW Local 342 Welfare Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45034
<i>Uniformed Fire Officers Association Benefits Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45946
<i>United Crafts Benefits Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45945
<i>United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania v. Purdue Pharma, L.P., et al.</i>	Federal	NDOH	1:17-op-45177
<i>United Food and Commercial Workers Local 1000 Oklahoma Health and Welfare Fund v. McKesson Corporation et al</i>	Federal	NDOH	1:18-op-45733

<i>United Food and Commercial Workers Local 1995 and Employers Health and Welfare Fund v. McKesson Corporation, et al</i>	Federal	NDOH	1:18-op-46109
<i>United Food and Commercial Workers Local 23 and Employers Health Fund v. Endo Pharmaceuticals, Inc., et al.</i>	State	PA Delaware County	180403485
<i>United Food and Commercial Workers Union and Employers Health & Welfare Fund - Atlanta v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45005
<i>United Food and Commercial Workers Union UFCW Local 1529 and Employers Health and Welfare Plan and Trust v. Cardinal Health, Inc. et al</i>	Federal	NDOH	1:18-op-45700
<i>United Wire, Metal & Machine Local 810 Health Benefit Fund v. McKesson Corporation et al</i>	Federal	NDOH	1:19-op-46105
<i>UOPW Local 175 Welfare Fund v. McKesson Corporation, et al.</i>	Federal	NDOH	1:19-op-45940
<i>Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan v. Teva Pharmaceuticals USA, Inc. et al.</i>	Federal	NDOH	1:19-op-46020
<i>Wayne Farms, LLC v. McKesson Corporation, et al.</i>	Federal	NDOH	1:20-op-45229
<i>West Bend Mutual Insurance Company v. Amerisourcebergen Drug Corporation, et al.</i>	Federal	NDOH	1:19-op-45139
<i>Westchester Heavy Construction Laborers Local 60 Health & Welfare Fund v. Purdue Pharma L.P., et al.</i>	Federal	NDOH	1:19-op-45795
<i>Western Pennsylvania Electrical Employees Insurance Trust Fund v. Endo Pharmaceuticals, Inc., et al.</i>	State	PA Delaware County	181002038
<i>Zenith Insurance Company et al v. Amerisourcebergen Drug Corporation et al.</i>	Federal	NDOH	1:18-op-46181

EXHIBIT B

Exhibit B – Non-Exhaustive List of Plaintiffs

Aboffs, Inc
Advanced C4 Solutions, Inc.
AFL-CIO Local 475 Health and Welfare Fund
Agricultural Group Compensation Self-Insured Fund
Al Marino, Inc.
Allied Security Health & Welfare Fund
Allied Security Health and Welfare Fund
Alure Home Improvements, Inc.
Amalgamated Union Local 450-A Welfare Fund
American Federation of State, County and Municipal Employees (AFSCME) District Council 47 Health & Welfare Fund
American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan
American Resources Insurance Company, Inc.
Arizona Counties Insurance Pool
Arizona Municipal Risk Retention Pool
Arizona School Alliance for Workers' Compensation, Inc.
Asbestos Workers Local 6 Health and Welfare Fund
Asbestos Workers Local Union No. 2 Welfare Fund
Austin & Williams, Inc
Barnes, Iaccarino & Shepherd LLP
Bios Companies, Inc. as Plan Sponsor and Fiduciary of Bios Companies, Inc. Welfare Plan
Bios Companies, Inc. Welfare Plan
Black Prince Distillery, Inc.
Brer-Four Transportation Corporation
Bricklayers and Allied Craftworkers Local Union No. 1 of PA/DE
Brighton Health Plan Solutions, LLC d/b/a MagnaCare Administrative Services
Brighton Health Plan Solutions, LLC d/b/a MagnaCare Administrative Services and MagnaCare, LLC
Brookhaven Ambulance Co., Inc. d/b/a South Country Ambulance
Building Service Local 2 Welfare Fund
Building Trades Welfare Benefit Fund
Cardoza Plumbing Corporation
Carpenters Health & Welfare of Philadelphia & Vicinity
Cedar International Services, LLC
Central California Alliance for Health
Central States, Southeast and Southwest Areas Health & Welfare Fund
Chicago Regional Council of Carpenters
Chicago Regional Council of Carpenters Welfare Fund
Cleveland Bakers and Teamsters Health and Welfare Fund
Cleveland Teachers Union, Local 279
CMGH Minden LLC
Commission on Medical Care, d/b/a Partnership Health Plan of California
Corbett Aggregates Companies, LLC

CWA Local 1181 Health Plan
CWA Local 1182 & 1183 Health & Welfare Funds
Drywall Tapers Insurance Fund
Eastern Atlantic States Carpenters Health Fund
Employer-Teamsters Local Nos. 175 & 505 Health & Welfare Fund
Employer-Teamsters Local Nos. 175 & 505 Retiree Health & Welfare Fund
Fire and Police Retiree Health Care Fund, San Antonio
Flint Plumbing and Pipefitting Industry Health Care Fund
Gordon L. Seaman, Inc
Health Plan of San Joaquin
Hollow Metal Trust Fund
Hui Huliau
IBEW Local 25 Health and Benefit Fund
IBEW Local 716 Electrical Medical Trust
IBEW Local 90 Benefits Plan
Illinois Public Risk Fund
ILWU-PMA Welfare Plan
Inland Empire Health Plan
Intergovernmental Personnel Benefit Cooperative
Intergovernmental Risk Management Agency
International Brotherhood of Electrical Workers Local 728 Family Healthcare Plan
International Brotherhood of Electrical Workers Local 98 Health & Welfare Fund
International Brotherhood of Electrical Workers Local 98 Sound and Communication Health & Welfare Fund
International Brotherhood of Trade Unions Local 713 Health Plan
International Construction, Inc.
International Intimates, Inc.
International Union of Operating Engineers, Local 150
International Union of Painters and Allied Trades 1974
International Union of Painters and Allied Trades, District Council No. 21 Welfare Fund
Iron Workers Local 361 Health Fund
Iron Workers Local 40 Health Fund
Iron Workers Local 417 Health Fund
Ironworkers Local 580 Health & Benefit Fund
IUOE Local 138 Health Benefit Fund
John Martinez d/b/a John Martinez Trucking
Kaya Associates, Inc.
Kentucky League of Cities Insurance Services
Laborers 17 Health Benefit Fund
Laborers' District Council Building and Construction Health and Welfare Fund
Laborers Local 1298 of Nassau & Suffolk Counties Welfare Fund
Laborers Local 235 Welfare Fund
LNO, Inc.
Local 22 Health Benefit Fund
Local 342 United Marine Division Insurance Trust
Local 381 Group Insurance Fund

Local 713 I.B.O.T.U. Welfare Fund
Local 8A-28A Welfare Fund
Local Initiative Health Authority for Los Angeles County
Local Initiative Health Authority for Los Angeles County
Local No. 38 IBEW Health and Welfare Fund
Local Union No. 120 Pipe Fitters Insurance Fund
Louisiana Agricultural Compensation Self-Insured Fund
Louisiana Assessors Insurance Fund a/k/a the Insurance Committee of the Assessors' Insurance Fund
Louisiana Health Service and Indemnity Company d/b/a Blue Cross Blue Shield of Louisiana; HMO Louisiana
Louisiana Loggers Self-Insured Fund
MAO-MSO Recovery II, LLC
Marketing Services of Indiana, Inc.
Mayflower Municipal Health Group
Medford Volunteer Ambulance
Medical Mutual of Ohio
Merrick Library
Metallic Lathers and Reinforcing Ironworkers Local 46 Health and Benefit Fund
Midwest Operating Engineers Health and Welfare Fund
Minute Men Select, Inc.
Minute Men, Inc.
MSI Corporation
MSP Recovery Claims, Series LLC
MSP Recovery Services, LLC
MSPA Claims 1, LLC
National Roofers Union & Employers Joint Health & Welfare Fund
New York City District Council of Carpenters Welfare Fund
NOITU Insurance Trust Fund
Northwest Arizona Employee Benefit Trust
Ohio Carpenters' Health Fund
Ohio Conference of Teamsters & Industry Health & Welfare Fund
Painting Industry Insurance Fund
Philadelphia Federation of Teachers Health & Welfare Fund
Phillip Fyman and Alexander Weingarten, M.D., P.C.
Pioneer Telephone Cooperative Inc. Employee Benefits Plan
Pioneer Telephone Cooperative, Inc.
Pipefitters Local 636 Insurance Fund
Plainview-Old Bethpage Public Library
Pleasant Valley School District
Plumbers & Steamfitters Local 166 Health and Welfare Fund
Plumbers Local Union No. 1 Welfare Fund
Plumbers Local Union No. 68 Welfare Fund
Plumbers' Local Union No. 690 Health Plan
Pointe Coupee Parish Health Services District Number 1
Public Service Insurance Company

Redwood Contracting Corp
Risk Management, Inc.
Rockville Centre Public Library
Roofers Local 149 Security Benefit Trust Fund
Roofers Local 8 WBPA Fund
San Francisco Health Plan
San Leandro Unified School District
Santa Barbara San Luis Obispo Regional Health Authority d/b/a Cencal Health
Security Health Plan of Wisconsin, Inc.
SERIES 17-03-615, a designated series of MSP Recovery Claims, Series LLC
Shamrock Materials, LLC
Sheet Metal Workers Local 19 Health Fund
Sheet Metal Workers Local 38 Insurance and Welfare Fund
Sheet Metal Workers Local No. 25 Health and Welfare Fund
South Central UFCW Unions and Employers Health & Welfare Trust
Southern Tier Building Trades Benefit Plan
Steamfitters Local 449 Medical & Benefit Fund
Structural Steel 806 Health Plan
Suffolk Transportation Services, Inc.
Susanville Elementary School District and Lassen County Office of Education
Teamsters Health Services and Insurance Plan Local 404
Teamsters Local 237 Retirees' Benefit Fund
Teamsters Local 237 Welfare Fund, NY
Teamsters Local 445 Welfare Fund
Teamsters Local 456 Welfare Fund
Teamsters Local 493 Health Services and Insurance Plan
Teamsters Local 671 Health Services and Insurance Plan
Teamsters Local 677 Health Services & Insurance Fund
Teamsters Local No. 348 Health & Welfare Fund
Teamsters Union Local No. 52 Health & Welfare Fund
The PAR Group
Thomas F. Corbett Associates, LLC
Trustees of the Unite Here Local 634 Health & Welfare Fund, PA
UFCW Local 1500 Welfare Fund
UFCW Local 342 Healthcare Fund
UFCW Local 342 Welfare Fund
Uniformed Fire Officers Association Benefits Fund
United Crafts Benefits Fund
United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania
United Food and Commercial Workers Local 1000 Oklahoma Health and Welfare Fund
United Food and Commercial Workers Local 1995 and Employers Health and Welfare Fund
United Food and Commercial Workers Local 23 and Employers Health Fund
United Food and Commercial Workers Union and Employers Health & Welfare Fund - Atlanta
United Food and Commercial Workers Union UFCW Local 1529 and Employers Health and
Welfare Plan and Trust
United Wire, Metal & Machine Local 810 Health Benefit Fund

UOPW Local 175 Welfare Fund

Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan

Wayne Farms, LLC

West Bend Mutual Insurance Company

Westchester Heavy Construction Laborers Local 60 Health & Welfare Fund

Western Pennsylvania Electrical Employees Insurance Trust Fund

Zenith Insurance Company

ZNAT Insurance Company

EXHIBIT C

United States District Court for the Northern District of Ohio
Eastern Division

IN RE: NATIONAL PRESCRIPTION OPIATE
LITIGATION

MDL 2804

Case No. 1:17-md-2804

INSTRUCTIONS FOR SUBMITTING YOUR CLAIM FORM

IMPORTANT: *If you filed a claim to participate in the previous TPP Class Settlement in this case, or if you filed a claim to participate in the TPP class settlement in *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*, then you do not have to complete the full claim form and submit supporting data again. Please simply complete Section A on page 2 and check a box in Section E on page 7 to rely on your previous claim filing.*

A Third-Party Payor (TPP) Class Member or an authorized agent for a TPP Class Member may complete this Claim Form. The Claims Administrator may request supporting documentation in addition to the documentation and information requested below. The Claims Administrator may reject a claim if the TPP Class Member or its authorized agent does not provide all requested documentation and information in a timely manner. If both a TPP Class Member and its authorized agent submit a Claim Form, the Claims Administrator will review both and determine which is controlling, as well as the amount of the Claim, giving consideration to the extent to which the claims overlap or supplement one another.

If you are a TPP Class Member submitting a Claim Form on your own behalf, you must provide the information requested in “**Section A – COMPANY OR HEALTH PLAN TPP CLASS MEMBER ONLY**,” in addition to the other information requested in this Claim Form.

If you are an **authorized agent** of one or more TPP Class Members, you must provide the information requested in “**Section B – AUTHORIZED AGENT ONLY**,” in addition to the other information requested in this Claim Form.

If you are submitting a Claim Form only as an authorized agent of two or more TPP Class Members, you may submit a separate Claim Form for each TPP Class Member OR you may submit a “Consolidated Claim” via a single Claim Form for all such TPP Class Members.

For those Consolidated Claims that are being submitted for multiple TPP Class Members, the filer shall provide **aggregate** information as directed in Sections C or D of this Claim Form, and submit along with this Claim Form a chart identifying the TPP Class Members included in the Consolidated Claim, as directed in Section B. For each TPP Class Member included in the Consolidated Claim, the chart shall provide: (i) the name of the TPP Class Member claimant and (ii) the TPP Class Member’s Federal Tax Identification Number (FEIN).

The “TPP Methodology NDCs” and “TPP Methodology ICD Codes” necessary to complete Section C are available at **www.TPPOpioidSettlement.com**.

To qualify to receive a payment from the Settlement, you must complete and submit this Claim Form either on paper or electronically on the Settlement website, **www.TPPOpioidSettlement.com**, and you may need to provide certain requested documentation to substantiate your Claim.

Your failure to complete and submit the Claim Form postmarked (if mailed) or received (if submitted online) on or before _____, **2026**, will prevent you from receiving any payment from the Settlement. Submission of this Claim Form does not ensure that you will share in the payments related to the Settlement. If the Claims Administrator rejects or reduces your Claim, you may invoke the dispute resolution process described on page 7.

No. 1:17-md-2804 (N.D. Ohio)

MUST BE POSTMARKED ON OR BEFORE, OR SUBMITTED ONLINE BY
_____, 2026

THIRD-PARTY PAYOR CLAIM FORM

Use Blue or Black Ink Only

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF A THIRD-PARTY PAYOR (OR AN AUTHORIZED AGENT) AND NOT INDIVIDUAL CONSUMERS.

- Complete Section A only if you are filing as an individual TPP Class Member.
- Complete Section B only if you are an authorized agent filing on behalf of one or more TPP Class Members.

Section A: Company or Health Plan TPP Class Member Only

TPP Class Member Name

Contact Name

Care of (if applicable)

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Tax Identification Number (FEIN)

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used since January 1, 1996.

☐

Health Insurance Company/HMO

☐

Self-Insured Employee Health or Pharmacy Benefit Plan

☐

Self-Insured Health & Welfare Fund

☐

Other (Explain)

Section B: Authorized Agent Only

As an authorized agent, please check how your relationship with the TPP Class Member(s) is best described (you may be required to provide documentation demonstrating this relationship):

☐ Third-Party Administrator or Administrative Services Only Provider

☐ Pharmacy Benefit Manager

☐ Other (Explain):

Authorized Agent's Company Name

Contact Name

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every TPP Class Member (*i.e.*, Company or Health Plan) for whom you are submitting this Claim Form (attach additional sheets to this Claim Form as necessary). Alternatively, you may submit the requested list of TPP Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file. Contact the Claims Administrator to determine what formats are acceptable. Claim Forms submitted on behalf of two or more TPP Class Members are referred to as Consolidated Claims. In either case, the list shall be maintained as confidential by the Claims Administrator.

TPP CLASS MEMBER'S NAME

TPP CLASS MEMBER'S FEIN

Section C: TPP Claims Methodology 1 - Transactional Claims Data Available

Recognizing the difficulty of producing (claims or enrollment) data for the early part of the Class Period, we are asking for such data beginning only in 2008. TPP Class Members that are able to access pharmacy and medical transactional claims data from 2008-2024 must utilize the methodology outlined in this Section C to complete this Claim Form.

For the TPP Class Member(s) on whose behalf you are submitting this Claim Form, please provide the following information or utilize the forms for both individual and Consolidated Claims provided by the Claims Administrator at www.TPPOpioidSettlement.com.

- i. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify: the total dollar amount paid or reimbursed by the TPP Class Member(s) for the TPP Methodology NDCs from January 1, 2008 to September 3, 2024.
- ii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of member-years with an opioid use disorder (OUD) diagnosis based on the TPP Methodology ICD Codes from January 1, 2008 to September 3, 2024. Member-years with OUD diagnosis is the sum of the number of unique individuals with an OUD diagnosis within each year, totaled for the most recent 17 years of the damage period. (For example, if you had 10 people per year with OUD in each year for 5 years, that would equal 50 member-years with OUD diagnosis.)
- iii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of Covered Lives* as of January 1, 2024.
- iv. The TPP Claim amounts for TPP Class Members that provide the information identified above in this Section C will be calculated as follows:
 - a. The estimated medical cost of OUD (\$XX,XXX) will be multiplied by the number of member-years with OUD identified in Section C.ii.; and
 - b. The dollar value provided in Section C.i. will be combined with the dollar value derived in Section C.iv.a.

*“Covered Lives” means the number of enrollees or beneficiaries covered by the TPP.

What should I do if I have transactional data available for some years but not others?

You **must** follow Methodology 1 outlined in Section C to complete the Claim Form for **all** the years between January 1, 2008 to September 3, 2024 for which you have transactional data available. You may use Methodology 2 outlined in Section D to complete the Claim Form for any remaining years for which you do not have transactional data available.

Please note, if you use Methodology 2 to submit a Claim Form for years that you have or could obtain data for, your entire claim may be rejected.

State	Total Dollar Amount Paid	Member-Years with OUD Diagnosis	Covered Lives as of January 1, 2024

Section D: TPP Claims Methodology 2 - Transactional Claims Data Unavailable

A TPP Class Member that is unable to access pharmacy and medical transactional claims data from 2008 – 2024, as necessary to complete Section C above, should utilize the methodology outlined in this Section D to complete this Claim Form. TPP Class Members electing to utilize TPP Methodology 2 must attest below that they do not have access to the necessary transactional claims data for completing TPP Methodology 1.

For each TPP Class Member on whose behalf you are submitting this Claim Form, and on an *aggregated basis for entities filing Consolidated Claims*, list the number of Covered Lives* for each year in the applicable group of states. Spreadsheet templates of this chart are also available on the Settlement website for both individual and Consolidated Claims, www.TPPOpioidSettlement.com.

The Claims Administrator may request documents or other information from you to support your response below regarding your membership.

*"Covered Lives" means the number of enrollees or beneficiaries covered by the TPP.

	Group 1: AK, AZ, CA, CO, GA, HI, ID, IL, MN, NV, NM, NY, SC, TX, UT, VT, VA, WA, WY Covered Lives	Group 2: CT, IN, KS, LA, MD, MI, MS, MT, NE, NH, NC, ND, OR, SD, WI Covered Lives	Group 3: AL, AR, DE, DC, FL, IA, KY, ME, MA, MO, NJ, OH, OK, PA, RI, TN, WV Covered Lives
2008			
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			

If you are unable to break down the number of covered lives by state, please complete the chart below with the number of covered lives by year. You may receive less than you may have otherwise been eligible for in accordance with the Plan of Allocation.

	All States Covered Lives
2008	
2009	
2010	
2011	
2012	
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

For TPP Class Members electing to utilize TPP Methodology 2: After all Claims have been filed, the Claims Administrator will calculate an average dollar value per covered life, based on all TPP information accumulated from submissions pursuant to Section C. The Claims Administrator will apply this average dollar value to the information provided above in this Section D.

Section E: Proof of Payment and Disputes Regarding Claim Amounts

Please provide as much of the information requested above as possible. **If you submitted pharmacy transaction data supporting: (1) your claim in *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*; OR (2) your claim in the TPP Class Settlement with Settling Distributors in this case, then you do not need to submit transaction data with this claim, but you still must submit this claim form.** If you did not make a claim in *In re McKinsey* or in the previous TPP Class Settlement in this case, then you must complete this claim form and provide pharmacy transaction data supporting the claims identified in Section C.i. for amounts of \$300,000 or more. The Claims Administrator may also require pharmacy transaction data for claims of less than \$300,000, so keep related transaction data and any other claim documentation supporting your Claim (e.g., invoices) in case the Claims Administrator requests it later. If the Section C.i. amount is less than \$300,000, you should still provide the pharmacy transaction data with your Claim submission if you can.

☐ *Check this box if you provided data with your claim form in *In re McKinsey* and would like the Claims Administrator to use that data for your claim.*

☐ *Check this box if you provided data with your claim form in the previous TPP Class Settlement in this case and would like the Claims Administrator to use that data for your claim.*

Please keep all medical transaction data supporting your Section C.ii. amounts in case the Claims Administrator requests it later.

If, after an audit of your Claim, the Claims Administrator still has questions about your Claim and you have not provided sufficient documentation of your Claim, the Claims Administrator may reject your Claim.

If the Claims Administrator rejects or reduces your Claim and you believe the rejection or reduction is in error, you may contact the Claims Administrator to request further review. If the dispute concerning your Claim cannot be resolved by the Claims Administrator and Settlement Class Counsel, you may request that the Court review your Claim.

Section F: Certification

I/We have read and am/are familiar with the contents of the Instructions accompanying this Claim Form. I/We certify that the information I/we have set forth in the above Claim Form and in any documents attached by me/us are true, correct, and complete to the best of my/our knowledge. I/We certify that I/we, or the TPP Class Member(s) I/we represent:

- a. During the period January 1, 1996 to the date of entry of the Preliminary Approval Order, (i) paid and/or were reimbursed for Products that are identified in the TPP Methodology NDCs (which were manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members), for purposes other than resale, **and/or** (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, as identified in the TPP Methodology ICD Codes, on behalf of individual beneficiaries, insureds, and/or members; and
- b. Is not one of the following excluded parties: (1) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendants; (2) Pharmacy Benefit Managers ("PBMs"); (3) consumers; (4) fully insured plan sponsors; (5) Settling Defendants and their subsidiaries, affiliates, and controlled persons; (6) officers, directors, agents, servants, or employees of any Settling Defendant, and the immediate family members of any such

persons; (7) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s); and (8) anyone that excluded themselves from the TPP Class.

I/We further certify that I/we have provided all of the information requested above to the extent I/we have it.

I/We further certify that to the extent I/we am/are submitting this Claim Form pursuant to Section D, TPP Claims Methodology 2, above, I/we do not reasonably have access to the transactional claims data necessary to complete and submit this Claim Form pursuant to Section C, TPP Methodology 1.

To the extent I/we have been given authority to submit this Claim Form by one or more TPP Class Members on their behalf, and accordingly am/are submitting this Claim Form in the capacity of an authorized agent with authority to submit it, and to the extent I/we have been authorized to receive on behalf of the TPP Class Member(s) any and all amounts that may be allocated to them from the Settlement Fund, I/we certify that such authority has been properly vested in me/us and that I/we will fulfill all duties I/we may owe the TPP Class Member(s). If amounts from the Net Settlement Fund are distributed to me/us and a TPP Class Member later claims that I/we did not have the authority to claim and/or receive such amounts on its behalf, I/we and/or my/our employer will hold the Class, Settlement Class Counsel, Settling Defendants, and the Claims Administrator harmless with respect to any claims made by the TPP Class Member.

I/We further certify that that I/we, or the TPP Class Member(s) I/we represent, have authority to release all Released Claims on behalf of the TPP Class Member(s) and all other entities who are Releasers by virtue of their relationship or association with it/them.

I/We hereby submit to the jurisdiction of the United States District Court for the Northern District of Ohio for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form. I/We acknowledge that any false information or representations contained herein may subject me/us to sanctions, including the possibility of criminal prosecution. I/We agree to supplement this Claim Form by furnishing documentary backup for the information provided herein, upon request of the Claims Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this _____ day of _____ 2026.

Signature

Position/Title

Print Name

Date

Mail the completed Claim Form to the address below, postmarked on or before _____, 2026, or submit the information online at the Settlement website below by that date:

In re National Prescription Opiate Litigation
c/o A.B. Data, Ltd.
P.O. Box 173026
Milwaukee, WI 53217
Toll-Free Telephone: 1-877-411-4860
Website: www.TPPOpioidSettlement.com
Email: info@TPPOpioidSettlement.com

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form. Attach or upload any required documentation supporting your claim.
2. Keep a copy of your Claim Form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Claim Form, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Claims Administrator at info@TPPOpioidSettlement.com or via U.S. Mail at the address listed above.

EXHIBIT D

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**[PROPOSED] ORDER GRANTING THIRD PARTY PAYOR PLAINTIFFS’
MOTION FOR (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
AND (2) DIRECTION OF NOTICE UNDER FEDERAL RULE OF CIVIL PROCEDURE
23(e)**

Before the Court is Third Party Payor (“TPP”) Plaintiffs’ Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e), which seeks: (i) Preliminary Approval of the Settlement Agreement; (ii) preliminary certification, for settlement purposes only, of the Settlement Class; (iii) appointment of Interim Settlement Class Counsel and Interim Co-Lead Settlement Class Counsel; (iv) appointment of Settlement Class Representatives; (v) approval of the Notice and proposed Notice Plan; (vi) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (vii) appointment of the Notice and Claims Administrator; and (viii) an order staying and enjoining Actions against the Settling Defendants, including their subsidiaries and affiliates, as set forth below.

WHEREAS, a proposed Class Action Settlement Agreement (the “Settlement” or “Settlement Agreement”) has been reached between Class Representatives for Third Party Payor Plaintiffs, on behalf of a proposed settlement class of TPPs, and three Settling Defendants¹;

WHEREAS, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit __ to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF __), unless otherwise defined herein;

WHEREAS, the Settlement resolves Released Claims against the Settling Defendants and the other Released Entities;

WHEREAS, Settling Defendants do not oppose the Court’s entry of the proposed Preliminary Approval Order;

WHEREAS, this Court has presided over and managed these MDL proceedings since the JPML centralized the Actions before this Court, *In re: Nat’l Prescription Opiate Litig.*, 2017 WL 6031547 (J.P.M.L. Dec. 5, 2017);

WHEREAS, the Court finds it has jurisdiction over the Actions centralized before this Court in this MDL No. 2804, and the parties to those Actions, for purposes of Settlement and asserts jurisdiction over the Settlement Class Representatives for purposes of considering and effectuating this Settlement; and

WHEREAS, this Court has considered all of the presentations and submissions related to the Motion, as well as the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

NOW, THEREFORE, IT IS HEREBY ORDERED:

¹ For purposes of this Order, the term “Settling Defendants” is synonymous with the term “Settling Pharmacies,” as defined in the Settlement Agreement, and includes Defendants CVS, Walgreens, and Walmart, as defined in the Settlement Agreement.

The proposed Settlement appears to be the product of intensive, thorough, serious, informed, and non-collusive negotiations; has no obvious deficiencies; does not improperly grant preferential treatment to the Settlement Class Representatives or segments of the Class; and appears to be fair, reasonable, and adequate, such that notice of the Settlement should be directed to Settlement Class Members and a Fairness Hearing should be set.

Accordingly, the Motion is GRANTED.

I. CLASS DEFINITION, CLASS REPRESENTATIVES, AND CLASS COUNSEL

“Class” or “Settlement Class” includes:

All entities that: (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale; and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B of the Settlement Agreement are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

Excluded from the Class are:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendants; (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and
2. (a) the Settling Defendants and their subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of any Settling Defendant, and the immediate family members of any such persons; and (c) persons and

entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804 unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, are hereby appointed as Interim Settlement Class Counsel, and Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, are also hereby appointed as Interim Co-Lead Settlement Class Counsel, under Rule 23(g)(3) of the Federal Rules of Civil Procedure. Interim Co-Lead Settlement Class Counsel and Settling Defendants are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

The following TPP Plaintiffs are appointed as Settlement Class Representatives: Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

II. PRELIMINARY FINDINGS

The Court is familiar with the standards applicable to certification of a settlement class. *See* Fed. R. Civ. P. 23(e); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997); *Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); Order Granting Plaintiff’s Unopposed Motion for Preliminary Approval of Settlement and Notice to Settlement Class, *Wiley v. TravelCenters of Am., LLC*, No. 1:21-cv-01093 (N.D. Ohio Aug. 25, 2022), ECF 19 (Polster, J.).

Applying these standards, the Court finds it will likely be able to certify, under Rule 23(e)(2), the proposed Settlement Class as defined above, for settlement purposes only, because the Class and its representatives likely meet all relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3) for settlement purposes only. In fact, the proposed settlement class is similar to the TPP settlement class the Court previously certified. *See generally* Order Granting Third Party Payor Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Federal Rule of Civil Procedure 23(e) (September, 3, 2024), ECF No. 5616; Final Order and Judgment Granting Third Party Payor Plaintiffs' Motion for Final Approval of Class Action Settlement, and Award of Attorneys' Fees and Expenses and Settlement Class Representative Service Awards (January 15, 2025), ECF No. 5869.

III. NOTICE TO SETTLEMENT CLASS MEMBERS

The Court is also familiar with evolving methods of class notice. As applied here, the Court finds the content, format, and method of disseminating Notice—set forth in the Motion (ECF __), the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser in support of the Motion (ECF __-1), and the exhibits attached thereto—satisfy Rule 23(c)(2) and contemporary notice standards. The Court approves the notice program and directs that notice substantially in the form of the Proposed Notice be disseminated in the manner set forth in the proposed Settlement and Motion, the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser, and the Declaration of Eric J. Miller to Settlement Class Members under Rule 23(e)(1). No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Settlement Class Counsel shall serve on the Settling Defendants and file with the Court proof, by affidavit or declaration, of such distribution.

IV. PROPOSED SCHEDULE

Interim Settlement Class Counsel propose the below schedule for disseminating Notice, filing objections to the Settlement, requesting exclusion from the Class, and filing TPP Plaintiffs' Motion for Final Approval and for Attorneys' Fees and Expenses:

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Deadline for Settling Defendants to provide Class Action Fairness Act notice to appropriate federal and state officials.	10 days after the filing of the Settlement with the Court	
Deadline for Notice and Claims Administrator to commence dissemination of Notice to Settlement Class Members via email and/or U.S. mail (the "Notice Date").	14 days following entry of Preliminary Approval Order	
Deadline for Interim Settlement Class Counsel to serve on Settling Defendants and file with the Court proof, by affidavit or declaration, of the dissemination of the Notice.	14 days following the Notice Date	
Deadline to submit opening briefs and supporting materials in support of Final Approval of Settlement and motion for attorneys' fees and expenses.	25 days after the Notice Date	
Deadline for objectors to file Objections with the Court, and for Settlement Class Members to deliver written and signed Opt-Out Forms to Notice and Claims Administrator and to email same to Interim Settlement Class Counsel and Settling Defendants. For the avoidance of doubt, Opt-Out Forms must be received by Notice and Claims Administrator by such date.	45 days after the Notice Date	
Reply Memoranda in Support of Final Approval and Fee and Expense Application filed.	75 days after the Notice Date	

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Fairness Hearing	No earlier than the later of: (1) 100 days following submission of the Motion for Preliminary Approval; or (2) 5 days following the Settling Defendants' deadline to exercise their Walk-Away Right.	

The Fairness Hearing shall take place on [day] _____, **2026**, at __:__.m. at the United States District Court for the Northern District of Ohio, Carl B. Stokes United States Court House, 801 West Superior Avenue, Courtroom 18B, Cleveland, Ohio 44113-1837, before the Honorable Dan Aaron Polster, to determine whether the proposed Settlement is fair, reasonable, and adequate; whether it should be finally approved by the Court; and whether the Actions as to the Settling Defendants, Released Entities, and Released Claims should be dismissed with prejudice under the Settlement and the notice program. Any application for Attorneys' Fees and Expenses submitted by Interim Settlement Class Counsel and any application for a Service Award to the Settlement Class Representatives will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

V. STAY OF ACTIONS AS TO THE SETTLING DEFENDANTS

The stay of all MDL 2804 Actions as to the Settling Defendants, including their subsidiaries and affiliates, shall continue until this Court has made its final settlement approval determination. The Court hereby severs and stays the Actions brought by Class Representatives and TPP Bellwether Plaintiffs as to the Settling Defendants, including their subsidiaries and affiliates, during the same period. In aid of the Court's jurisdiction over this Action, all Settlement Class Members are hereby enjoined from filing, commencing, prosecuting, continuing, litigating, intervening in, or participating as class members in any action asserting Released Claims against

any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class.

VI. PROCEDURE FOR OPT-OUTS AND OBJECTIONS

The procedure for Opt-Outs set forth in Section V.G of the Settlement Agreement, and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement, as set forth in the Settlement Agreement and proposed Notices attached thereto, are approved. Opt-Out Forms must be received by the Notice and Claims Administrator, Interim Settlement Class Counsel, and the Settling Defendants, no later than the date designated for such purpose in the Notice and set forth in the chart above.

Opt-Out Forms shall be deemed valid only for the entity named in the request. No “mass,” “class,” “group,” or otherwise combined Opt-Out Forms shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition including, but not limited to, subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures, clients, customers, or administrative services organization.

An Opt-Out Form that fails to satisfy any of the requirements set forth in the approved Notice, including, but not limited to, any Opt-Out Form that provides inaccurate or incomplete information, shall be null and void and shall have no effect whatsoever on the entity’s membership in the Class. Any Settlement Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G of the Settlement Agreement submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Section V.F, shall waive and forfeit any and all Objections to the Settlement or the Agreement the Settlement Class Member may have asserted.

The procedure for Objections to the Settlement, or any part of the Settlement Agreement, Attorneys’ Fees and Expenses, the Class Representatives’ Service Awards, or the Plan of

Allocation, as set forth in Section V.F of the Settlement Agreement, is approved.

The assertion of an Objection does not operate to opt the Third Party Payor asserting it out of, or otherwise exclude that Third Party Payor from, the Settlement Class. A Third Party Payor within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form in accordance with the Settlement Agreement and this Order.

No later than seven (7) calendar days following the deadline set by the Court for Settlement Class Members to opt out from the Class, the Notice and Claims Administrator shall provide the Court, Interim Settlement Class Counsel, and Settling Defendants with the Opt-Out Report identifying all requests to be excluded from the certified Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G or were otherwise inadequate.

Pursuant to Section VI.C of the Settlement Agreement, each Settling Defendant may, in its sole discretion, terminate the Agreement as to that Settling Defendant by serving written notice, by email, to Interim Settlement Class Counsel within fifteen (15) business days following receipt by Settling Defendants from the Notice and Claims Administrator of the Opt-Out Report (the “Walk-Away Right”), unless such date is extended by mutual agreement of Interim Settlement Class Counsel and Settling Defendants.

VII. SETTLEMENT ADMINISTRATION, NOTICE, AND CONTINUING JURISDICTION

The dates and deadlines set forth in this Preliminary Approval Order, including, but not limited to, the Fairness Hearing, may be extended by Order of the Court without further notice to Settlement Class Members, except that notice of any such extensions shall be included on the Settlement website. Settlement Class Members should check the Settlement website regularly for updates and further details regarding extensions of these deadlines. Opt-Out Forms and Objections

must meet the deadlines and follow the requirements set forth in the approved Notice in order to be valid.

Interim Co-Lead Settlement Class Counsel and Settling Defendants are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement not materially inconsistent with the Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, the form or content of the Notice, or any other exhibits the Settlement Class Representatives and Settling Defendants jointly agree are reasonable or necessary, except as otherwise provided in the Settlement Agreement.

The Court appoints A.B. Data, Ltd. to serve as the Notice and Claims Administrator, and authorizes A.B. Data, Ltd., through data aggregators or otherwise, to request, obtain, and use Settlement Class Members' information for notice purposes.

Settlement Class Members that wish to participate in the Settlement shall complete and submit Claim Forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be submitted no later than _____, 2026. Any Settlement Class Member that submits a Claim Form shall reasonably cooperate with the Notice and Claims Administrator, including by promptly responding to any inquiry made by the Notice and Claims Administrator. Any Settlement Class Member that does not timely submit a Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court. The Claim Form shall comply with the requirements set forth in the Settlement Agreement and any further requirements described in the form attached as Exhibit C to the Settlement Agreement.

The Court appoints Citibank, N.A. as Escrow Agent, which shall control and administer an Escrow Account to be established as set forth in the Settlement. Within fourteen (14) calendar days of the later of: (i) the entry of this Order or (ii) the Settling Defendants' receipt of information and instructions required to effectuate a wire transfer in satisfaction of this paragraph, the Settling Defendants shall collectively advance, through separate wire transfers, a portion of the Settlement Amount sufficient to cover the Notice and Administrative Costs, and any Taxes and Tax Expenses as they become due, but in no event greater than \$1,000,000.00. The Escrow Agent may direct payment of up to a total of \$1,000,000.00 for reasonable Notice and Administrative Costs, including Taxes or Tax Expenses, as approved by this Court.

Subject to Secs. IV.A.2 and VI.B of the Settlement Agreement, Settling Defendants' share of any portion of the Escrow Account not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to the Settling Defendants, including interest accrued, if, for any reason, the Effective Date does not occur.

All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to the Settlement and/or further order(s) of the Court.

The Court also authorizes that the Escrow Account be established as a "qualified settlement fund" within the meaning of Treasury Regulations §1.468B-1 (the "Qualified Settlement Fund").

The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

Neither this Preliminary Approval Order, the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be considered, construed, deemed, or represented to be: (1) an admission, concession, or evidence of (a) any fault, liability or, wrongdoing; (b) any violation of any law, regulation, rule, or ordinance; (c) the strength or

weakness of any Claim, defense, or allegation made in any Action or any other past, present, or future proceeding related to any Covered Conduct or Product; (d) the legal viability of the Claims or theories in any Action; or (e) any other matter of fact or law; or (2) a waiver or any limitation of any defense otherwise available to the Settling Defendants or Released Entities. Nothing in this Preliminary Approval Order, the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed or used to prohibit any Settling Defendant or Released Entity from engaging in the conduct of its business related to any Product.

If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* as of February 9, 2026 as set forth in Sections V.C.2 and VI.B.2 of the Settlement, except as otherwise expressly provided in the Settlement Agreement. In such event, Settling Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Actions. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE

EXHIBIT E

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING
THIRD PARTY PAYOR PLAINTIFFS' MOTION FOR (1) FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, AND (2) AWARD OF ATTORNEYS' FEES AND
EXPENSES AND SETTLEMENT CLASS REPRESENTATIVE SERVICE AWARDS**

Before the Court is Third Party Payor (“TPP”) Plaintiffs’ Motion for (1) Final Approval of Class Action Settlement, and (2) Award of Attorneys’ Fees and Expenses and Settlement Class Representative Service Awards. The background, procedural history, and Settlement terms were summarized in the Court’s Order Granting TPP Plaintiffs’ Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e). *See* ECF No. ____ (“Preliminary Approval Order”).¹ In brief, the Settlement Agreement between Class Representatives for Third Party Payors, on behalf of a proposed Settlement Class of TPPs,

¹ All defined terms in this Order shall have the same meaning as set forth in the Preliminary Approval Order or, if not defined therein, the Settlement Agreement, unless otherwise defined herein.

and three Settling Defendants² provides \$85 million as consideration to the Settlement Class for releasing claims for harms allegedly incurred as part of the ongoing, nationwide opioid crisis.

I. CLASS CERTIFICATION AND SETTLEMENT APPROVAL

When presented with a motion for final approval of a class action settlement, a court first evaluates whether certification of a settlement class is appropriate under Rule 23(a)-(b) of the Federal Rules of Civil Procedure. Rule 23(a) provides that a class action is proper only if four requirements are met: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation. *See* Fed. R. Civ. P. 23(a)(1)-(4). As relevant here, certification of a Rule 23(b)(3) settlement class action requires that: (1) “the questions of law or fact common to class members predominate over any questions affecting only individual members”; and (2) “a class action [be] superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). In its Preliminary Approval Order, the Court concluded that the Settlement Class, as defined therein, and its Settlement Class Representatives were likely to satisfy these requirements for settlement purposes and that Interim Settlement Class Counsel met the requirements of Rule 23(g). *See* Preliminary Approval Order at ___. The Court finds no reason to disturb its earlier conclusions, as the requirements of Rule 23(a), (b)(3), and (g) were satisfied then for settlement purposes, and they remain satisfied now for settlement purposes. Accordingly, the Court concludes that certification of the Settlement Class is appropriate.

After finding that the Settlement Class satisfies Rule 23(a) and (b)(3), the Court must determine whether the Settlement is fundamentally “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). The Court is familiar with the standards applicable to certification of a settlement

² For purposes of this Order, the term “Settling Defendants” is synonymous with “Settling Pharmacies,” as defined in the Settlement Agreement, and includes Defendants CVS, Walgreens, and Walmart, as defined in the Settlement Agreement.

class, having applied these standards in the Preliminary Approval Order to conclude that the Settlement appeared to be “fair, reasonable, and adequate[.]” *See* Preliminary Approval Order at _____. *See also Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); *Granada Invs., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205-06 (6th Cir. 1992) (noting that district courts enjoy broad discretion when applying the Rule 23(e)(2) factors).

Now, in granting final approval of the Settlement, the Court has considered each of the Rule 23(e) factors and finds that the Settlement Class Representatives and Interim Settlement Class Counsel have adequately represented the Settlement Class; the Settlement Agreement was negotiated at arm’s length; the relief provided for the Settlement Class is adequate; and the Plan of Allocation treats Settlement Class Members equitably relative to one another. *See* Fed. R. Civ. P. 23(e)(2).

These conclusions are bolstered by the Settlement Class Members’ favorable reaction to the Settlement: ____ TPPs objected to the settlement, and, out of over 40,000 potential Settlement Class Members that were notified, only ____ TPPs (less than ____%) excluded themselves from the settlement. This factor supports final approval. *See Whitlock*, 843 F.3d at 1093 (considering as part of the Rule 23(e)(2) seven-factor analysis “the reaction of absent class members”).

In addition, the Court finds that the Court-approved notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order fully complied in all respects with the requirements of Fed. R. Civ. P. 23 and due process, and the notice was reasonably calculated under the circumstances to apprise the Settlement Class Members of the pendency of this Action, their right to object to or exclude themselves from the Settlement, and their right to appear at the Fairness Hearing.

The Court also finds that the Settling Defendants have complied with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, 1711-1715, and its notice requirements by providing appropriate federal and state officials with information about the Settlement Agreement.

II. REQUESTED ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS

“The determination of a reasonable fee must be reached through an evaluation of a myriad of factors, all within the knowledge of the trial court, examined in light of the congressional policy underlying the substantive portions of the statute providing for the award of fees.” *United Slate, Tile & Composition Roofer, Damp & Waterproof Workers Ass’n, Local 307 v. G & M Roofing & Sheet Metal Co.*, 732 F.2d 495, 501 (6th Cir. 1984); *see also Feiertag v. DDP Holdings, LLC*, 2016 WL 4721208, at *6 (S.D. Ohio Sept. 9, 2016) (applying factors to determine a reasonable attorneys’ fee). Attorneys’ fees may be properly awarded as a “percentage of the fund method.” *Rawlings v. Prudential-Bache Props., Inc.*, 9 F.3d 513, 516 (6th Cir. 1993).

Interim Co-Lead Settlement Class Counsel request a fee award of __% of the Settlement Funds, plus all reimbursable costs and service awards. The fee amount includes the common benefit obligations due under the Court’s common benefit-related Orders (*see* ECF 4428, May 9, 2022 Ongoing Common Benefit Order). Such a fee award is consistent with the Court’s previous approval. Distributors’ Final Approval Order at 11-12 (Jan. 1, 2025), ECF No. 5869.

III. CONCLUSION

Accordingly, the Court hereby orders, adjudges, finds, and decrees as follows:

The Court **DISMISSES** the Actions coordinated under MDL No. 2804 and all claims contained therein, as well as all of the Released Claims, with prejudice as to the Released Entities only. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

Only those entities listed in the Opt-Out Report appended to Exhibit 1 of the Supplemental Joint Declaration of Elizabeth J. Cabraser and Paul J. Geller (ECF No. __) that timely submitted valid requests to opt out of the Settlement Class are not bound by this Order. Those entities are not entitled to any recovery from the Settlement.

The Court **GRANTS** class certification for settlement purposes only.

The Court **CONFIRMS** the appointment of Interim Settlement Class Counsel Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, as Settlement Class Counsel. The Court also **CONFIRMS** the appointment of Interim Co-Lead Settlement Class Counsel Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, as Co-Lead Settlement Class Counsel.

The Court **CONFIRMS** the appointment of Settlement Class Representatives Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

The Court **GRANTS** Co-Lead Settlement Class Counsel's request for attorneys' fees and costs, subject to the Court's common benefit-related Orders. The Court hereby **AWARDS**: notice and administration costs, expert costs, and Settlement Class Counsel expenses; attorneys' fees of __% of the Settlement Funds; and the below service awards. The attorneys' fee award includes the common benefit obligations due under the Court's common benefit-related Orders, which shall be allocated by the existing Fee Panel among qualified applicant firms that it determines did work that inured to the common benefit of the TPPs. The fee award net of the common benefit

assessment shall be allocated by Co-Lead Settlement Class Counsel among firms actively litigating on behalf of the Class, with any appeals to such allocation going to Special Master David R. Cohen.

The Court **GRANTS** Settlement Class Counsel's request for service awards of \$50,000 to each of the Settlement Class Representatives which are TPP Bellwether Plaintiffs (Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund, *see* ECF No. 5225), and \$10,000 to the three other Class Representatives (Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan).

The Court hereby discharges and releases the Released Claims as to the Released Entities, as those terms are used and defined in the Settlement Agreement.

The Court hereby permanently bars and enjoins any Settlement Class Representative, Settlement Class Member, Releasor, and anyone claiming through or on behalf of any of them, from filing, commencing, prosecuting, continuing, litigating, or intervening in or participating as class members in, any action against the Released Entities in any court or other forum related in any way to any of the Released Claims, as those terms are used and defined in the Settlement Agreement.

All Settlement Class Members, Releasors, and anyone claiming through or on behalf of any of them, shall cooperate with the Settling Defendants to promptly dismiss with prejudice as to any of the Released Entities all Actions, including but not limited to those listed on Exhibit A to the Settlement Agreement, that are not coordinated under MDL No. 2804 and all other pending litigation asserting any Released Claim against any of the Released Entities.

The Court hereby discharges and releases all Settlement Class Representatives, Settlement Class Members, and their counsel of the claims provided in Section IX.L of the Settlement Agreement.

This Order, the Preliminary Approval Order, the Settlement Agreement, any of the negotiations or proceedings connected with the Settlement, and any act performed or document executed pursuant to or in furtherance of the Settlement, shall not be considered, construed, deemed, or represented to be: (1) an admission, concession, or evidence of (a) any fault, liability, or, wrongdoing; (b) any violation of any law, regulation, rule, or ordinance; (c) the strength or weakness of any Claim, defense, or allegation made in any Action or any other past, present, or future proceeding related to any Covered Conduct or Product; (d) the legal viability of the Claims or theories in any Action; or (e) any other matter of fact or law; or (2) a waiver or any limitation of any defense otherwise available to the Settling Defendants or Released Entities. Nothing in this Order, the Preliminary Approval Order, the Settlement Agreement, any of the negotiations or proceedings connected with the Settlement, or any act performed or document executed pursuant to or in furtherance of the Settlement shall be construed or used to prohibit any Settling Defendant or Released Entity from engaging in the conduct of its business related to any Product. Notwithstanding the foregoing, the Settling Defendants and/or the Released Entities may file the Settlement Agreement and/or this Final Judgment in any other action that may be brought against them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or any theory of claim preclusion or issue preclusion or similar defense.

Therefore, pursuant to, and in accordance with, Fed. R. Civ. P. Rule 23, the Court hereby fully and finally approves the Settlement Agreement in its entirety and finds that the Settlement Agreement is fair, reasonable, and adequate. The Court also finds that the Settlement Agreement

is in the best interests of the Settlement Class Representatives and all Settlement Class Members, and is consistent and in compliance with all applicable laws and rules. The Court further finds that the Settlement Agreement is the product of intensive, thorough, serious, informed, and non-collusive negotiations overseen by the mediator. The Court further finds that the Parties have evidenced full compliance with the Preliminary Approval Order.

All objections to the Settlement Agreement are found to be without merit and are overruled.

Without further approval from the Court, and without the express written consent of Settlement Class Counsel and Settling Defendants, the Settlement is not subject to any material modification.

The terms of the Settlement and of this Final Order and Judgment are forever binding on the Settling Parties and Settlement Class Members, as well as their respective heirs, executors, administrators, predecessors, successors, affiliates, and assigns. Settlement Class Members include all entities within the Class definition in Section III.A.1.(a) of the Settlement Agreement that did not submit a timely and valid Opt-Out in accordance with the procedures in the Settlement Agreement and the Preliminary Approval Order.

The Court finds that the Settlement is a good-faith settlement that bars any Claim by any Non-Released Entity against any Released Entity for contribution, indemnification, or otherwise seeking to recover all or a portion of any amounts paid by or awarded against that Non-Released Entity to any Settlement Class Member or Releasor by way of settlement, judgment, or otherwise on any Claim that would be a Released Claim were such Non-Released Entity a Released Entity, to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law, including, without limitation, O.H. Code § 2307.28 and similar laws in other states or jurisdictions.

The Court further reserves and retains exclusive and continuing jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent as its administrator, and all future proceedings concerning the administration and enforcement of the Settlement Agreement and to effectuate its terms.

The Court approves the establishment of the Escrow Account as a Qualified Settlement Fund pursuant to Internal Revenue Code Section 468B.

In the event that, for any reason, the Effective Date does not occur in accordance with the terms of the Settlement Agreement then: (i) this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated; (ii) all Orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement; and (iii) the Settlement Funds shall be returned to Settling Defendants in accordance with the Settlement Agreement.

The Court finds, pursuant to Fed. R. Civ. P. 54(b), that there is no just reason for delay, and directs immediate entry of this Final Judgment by the Clerk of the Court.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE

EXHIBIT F

EXHIBIT F

Non-Exhaustive List of CVS Released Entities

1. CVS Health Corporation	37. 5th Street Perkasio CVS, Inc.
2. CVS Caremark Corporation	38. 6th NEC CVS, L.L.C.
3. CVS/Caremark Corporation	39. 7 Mile CVS, Inc.
4. CVS Corporation	40. 711 Maple Road, Inc.
5. CVS Pharmacy, Inc.	41. 74th Miami CVS, L.L.C.
6. CVS, Inc.	42. 76th Stony Chicago CVS, L.L.C.
7. CVS Distribution, Inc.	43. 79th Street CVS, L.L.C.
8. Mark Steven Service Merchandisers, Inc.	44. 7th Phoenix CVS, L.L.C.
9. Mark Steven, Inc.	45. 85th Ave CVS, L.L.C.
10. @Credentials Inc.	46. 87th Avenue CVS, L.L.C.
11. 103rd Avenue CVS, L.L.C.	47. 8th Street CVS, L.L.C.
12. 10th Ave Minneapolis CVS, L.L.C.	48. 976 MIAMI RE, L.L.C.
13. 115th Chicago CVS, L.L.C.	49. Aberdeen CVS, Inc.
14. 131st Street CVS, L.L.C.	50. Abington CVS, Inc.
15. 1500 Lexington CVS, L.L.C.	51. Abrams Arlington CVS, L.P.
16. 167th North Miami CVS, L.L.C.	52. Absecon CVS, Inc.
17. 175 West Road Ellington, Inc.	53. Accendo Holding Company
18. 186th Miami CVS, L.L.C.	54. Accendo Insurance Company
19. 18th and L Street CVS, Inc.	55. Accordant Common, L.L.C.
20. 25th Street CVS, Inc.	56. Accordant Health Services, Inc.
21. 26th Kostner CVS, L.L.C.	57. Accordant Health Services, L.L.C.
22. 27th Avenue CVS, Inc.	58. Accordant Integrated Services, Inc.
23. 295 Westport Ave. CVS, Inc.	59. Accuscript MO, Inc.
24. 34th Street CVS, Inc.	60. Acme Hospital and Life Insurance Company
25. 37th Minneapolis CVS, L.L.C.	61. Acorn Network, LLC
26. 38th Street CVS, Inc.	62. ACS ACQCO CORP.
27. 39th Independence CVS, Inc.	63. ACS Primary Care Physicians-Midwest, S.C.
28. 419 West Main Street Pharmacy, Inc.	64. ACS Primary Care Physicians-New England, P.C.
29. 41st Street CVS, Inc.	65. ACS Primary Care Physicians-Northeast, P.C.
30. 42nd Minneapolis CVS, L.L.C.	66. ACS Primary Care Physicians-Southeast, P.C.
31. 49th Hialeah CVS, L.L.C.	67. ACS Primary Care Physicians-Southwest, P.A.
32. 4th Street NEC CVS, L.L.C.	68. Active Health Management, Inc.
33. 50th Street CVS, L.L.C.	
34. 54th Western Chicago CVS, L.L.C.	
35. 587 Boylston CVS, Inc.	
36. 59th Ashland CVS, L.L.C.	

69. Acton Plaza CVS, Inc.	107. AE Fifteen, Incorporated
70. Acton Woods CVS, Inc.	108. AE Fourteen, Incorporated
71. Acushnet CVS, Inc.	109. AE Housing Corp.
72. Acute Care Medical Management, Inc.	110. Aelan Inc.
73. Acute Care Physician's Network, Inc.	111. AET Health Care Plan of California, Inc.
74. Acute Care Specialists, Inc.	112. AET Health Care Plan of Georgia, Inc.
75. Acute General Medical PLLC	113. AET Health Care Plan, Inc.
76. Adams Drug Co. of Edgewood, Inc.	114. Aetna (Beijing) Enterprise Management Services Co., Ltd
77. Addison Chicago CVS, L.L.C.	115. Aetna (Shanghai) Enterprise Services Co., Ltd.
78. ADI Realty, Inc.	116. Aetna ACO Holdings Inc.
79. Admar, Inc.	117. Aetna Affordable Housing, Inc.
80. Adminco, Inc.	118. Aetna Asset Advisors, LLC
81. Administrative Enterprises, Inc.	119. Aetna Behavioral Health of Delaware, LLC
82. Admiral Douglas CVS, Inc.	120. Aetna Behavioral Health, LLC
83. ADS Health Management, Inc.	121. Aetna Better Health Inc.
84. Advance Funding Corporation	122. Aetna Better Health Inc. (CT)
85. Advance Paradigm, Inc.	123. Aetna Better Health Inc. (GA)
86. Advanced Care Scripts, Inc.	124. Aetna Better Health Inc. (IL)
87. Advanced Healthcare Distributors, L.L.C.	125. Aetna Better Health Inc. (NJ)
88. AdvancePCS	126. Aetna Better Health Inc. (NY)
89. AdvancePCS Health Systems, LLC	127. Aetna Better Health Inc. (OH)
90. AdvancePCS Health, LLC	128. Aetna Better Health Inc. (PA)
91. AdvancePCS Health, LP	129. Aetna Better Health LLC
92. AdvancePCS Holding, L.L.C.	130. Aetna Better Health of California Inc.
93. AdvancePCS Mail Services of Birmingham, Inc.	131. Aetna Better Health of Florida Inc.
94. AdvancePCS Research, LLC	132. Aetna Better Health of Illinois Inc.
95. AdvancePCS SpecialtyRx, LLC	133. Aetna Better Health of Indiana Inc.
96. AdvancePCS, L.P.	134. Aetna Better Health of Iowa Inc.
97. AdvancePriority Specialty Rx, L.L.C.	135. Aetna Better Health of Kansas Inc.
98. AdvanceRx.com, L.L.C.	136. Aetna Better Health of Kentucky Insurance Company
99. AdvanceRx.com, L.P.	137. Aetna Better Health of Michigan Inc.
100. Advantus Inc.	138. Aetna Better Health of Missouri LLC
101. Advent Financial Services, Inc.	139. Aetna Better Health of Nevada Inc.
102. Advent Investments, Inc.	
103. ADVP Consolidation, L.L.C.	
104. ADVP Management, L.P.	
105. ADVP Operations, L.P.	
106. AE Eleven, Incorporation	

140. Aetna Better Health of North Carolina Inc.	171. Aetna Global Benefits (Bahamas) Limited
141. Aetna Better Health of Oklahoma Inc.	172. Aetna Global Benefits (Bermuda) Limited
142. Aetna Better Health of Tennessee Inc.	173. Aetna Global Benefits (Europe) Limited
143. Aetna Better Health of Texas Inc.	174. Aetna Global Benefits (Middle East) LLC
144. Aetna Better Health of Washington, Inc.	175. Aetna Global Benefits (Middle East) LLC - Abu Dhabi Branch
145. Aetna Better Health Premier Plan MMAI Inc.	176. Aetna Global Benefits (Singapore) PTE. LTD.
146. Aetna Better Health, Inc. (LA)	177. Aetna Global Benefits (UK) Limited
147. Aetna Business Resources, Inc.	178. Aetna Global Benefits Administrators Inc.
148. Aetna Capital Management, LLC	179. Aetna Global Benefits Limited
149. Aetna Card Solutions, LLC	180. Aetna Global Holdings Limited
150. Aetna Casualty Company	181. Aetna Government Health Plans, Inc.
151. Aetna Corporate Services LLC	182. Aetna Government Health Plans, LLC
152. Aetna Criterion Communications, Inc.	183. Aetna Health Administrators, LLC
153. Aetna Dental Care for Groups, Inc.	184. Aetna Health and Life Insurance Company
154. Aetna Dental Care of California, Inc.	185. Aetna Health Company of Europe DAC
155. Aetna Dental Care of Kentucky, Inc.	186. Aetna Health Finance, Inc.
156. Aetna Dental Care of New Jersey, Inc.	187. Aetna Health Holdings, LLC
157. Aetna Dental Care of Texas, Inc.	188. Aetna Health Inc.
158. Aetna Dental Inc.	189. Aetna Health Inc. (CT)
159. Aetna Dental Inc. (NJ)	190. Aetna Health Inc. (DE)
160. Aetna Dental Inc. (TX)	191. Aetna Health Inc. (FL)
161. Aetna Dental Maintenance Organization, Inc.	192. Aetna Health Inc. (GA)
162. Aetna Dental of California Inc.	193. Aetna Health Inc. (IA)
163. Aetna Equity Fund LLC	194. Aetna Health Inc. (LA)
164. Aetna Family Plans of Georgia Inc.	195. Aetna Health Inc. (ME)
165. Aetna Family Plans of Ohio Inc.	196. Aetna Health Inc. (NJ)
166. Aetna Family Plans of Pennsylvania Inc.	197. Aetna Health Inc. (NY)
167. Aetna Financial Holdings, LLC	198. Aetna Health Inc. (PA)
168. Aetna Florida Inc.	199. Aetna Health Inc. (TX)
169. Aetna Foundation, Inc.	200. Aetna Health Information Solutions, Inc.
170. Aetna Global Benefits (Asia Pacific) Limited	

201. Aetna Health Insurance (Thailand) Public Company Limited	231. Aetna Health Plans of Southern New England, Inc.
202. Aetna Health Insurance Company	232. Aetna Health Plans of Tennessee, Inc.
203. Aetna Health Insurance Company of Connecticut	233. Aetna Health Plans of Texas, Inc.
204. Aetna Health Insurance Company of Europe DAC	234. Aetna Health Plans of the Carolinas, Inc.
205. Aetna Health Insurance Company of New York	235. Aetna Health Plans of the Mid-Atlantic, Inc.
206. Aetna Health Management, Inc.	236. Aetna Health Services (Middle East) FZ-LLC
207. Aetna Health Management, LLC	237. Aetna Health Services (UK) Limited
208. Aetna Health of the Carolinas Inc.	238. Aetna Health Services of Phoenix, Inc.
209. Aetna Health of California Inc.	239. Aetna HealthAssurance Pennsylvania, Inc.
210. Aetna Health of Illinois Inc.	240. Aetna Healthcare Programs, Inc.
211. Aetna Health of Iowa Inc.	241. Aetna Holdco (UK) Limited
212. Aetna Health of Michigan Inc.	242. Aetna Holdings (Thailand) Limited
213. Aetna Health of North Texas Inc.	243. Aetna Home Delivery, LLC
214. Aetna Health of Ohio Inc.	244. Aetna Inc.
215. Aetna Health of Pennsylvania Inc.	245. Aetna Insurance (Singapore) PTE. LTD.
216. Aetna Health of Utah Inc.	246. Aetna Insurance Company Limited
217. Aetna Health of Washington Inc.	247. Aetna Insurance Company of Connecticut
218. Aetna Health Plans of Arizona, Inc.	248. Aetna Integrated Informatics, Inc.
219. Aetna Health Plans of California, Inc.	249. Aetna InteliHealth Inc.
220. Aetna Health Plans of Central and Eastern Pennsylvania, Inc.	250. Aetna International Ex Pat LLC
221. Aetna Health Plans of Florida, Inc.	251. Aetna International Inc.
222. Aetna Health Plans of Illinois, Inc.	252. Aetna International LLC
223. Aetna Health Plans of Louisiana, Inc.	253. Aetna Ireland Inc.
224. Aetna Health Plans of New Jersey, Inc.	254. Aetna Ireland, LLC
225. Aetna Health Plans of New York, Inc.	255. Aetna Korea Ltd.
226. Aetna Health Plans of North Texas, Inc.	256. Aetna Life & Casualty (Bermuda) Ltd.
227. Aetna Health Plans of Northern Ohio, Inc.	257. Aetna Life Assignment Company
228. Aetna Health Plans of Ohio, Inc.	258. Aetna Life Insurance Company
229. Aetna Health Plans of Phoenix, Inc.	259. Aetna Life Insurance Company of Illinois
230. Aetna Health Plans of Southern California	260. Aetna Life Insurance Company Shanghai Representative Office

261. Aetna Medicaid Administrators LLC	288. Aetna U.S. Healthcare of the Carolinas Inc.
262. Aetna Mortgage Investments I, Inc.	289. Aetna U.S. Healthcare, Inc. (Michigan)
263. Aetna Multi-Strategy 1099 Fund	290. Aetna Ventures, LLC
264. Aetna Multi-Strategy 1099 Fund, LLC	291. Aetna Workers' Comp Access, LLC
265. Aetna Network Services LLC	292. Aetna/AREA Corporation
266. Aetna Partners Diversified Fund (Cayman), Limited	293. AFC Receivables Holding Corporation
267. Aetna Partners Diversified Fund, LLC	294. AHP Holdings, Inc.
268. Aetna Pharmacy Management Services LLC	295. Airport Boulevard CVS, L.P.
269. Aetna Provider Solutions, LLC	296. Akron Cuyahoga CVS, Inc.
270. Aetna Real Estate Properties, Inc.	297. Alabama CVS Pharmacy, L.L.C.
271. Aetna Resources LLC	298. Alabama Road CVS, Inc.
272. Aetna Risk Assurance Company of Connecticut Inc.	299. Alajasper Realty Services, Inc.
273. Aetna Risk Indemnity Company, Ltd.	300. Alajasper Realty Services, L.L.C.
274. Aetna Rx Home Delivery, LLC	301. Alaska CVS Pharmacy, L.L.C.
275. Aetna Specialty Pharmacy, LLC	302. Albany CVS, Inc.
276. Aetna Student Health Agency Inc.	303. Albany New Scotland CVS, L.L.C.
277. Aetna U.S. Healthcare Dental Plan Inc.	304. Albemarle CVS, Inc.
278. Aetna U.S. Healthcare Dental Plan of California Inc	305. Alexander Baytown CVS, L.P.
279. Aetna U.S. Healthcare Holdings, Inc.	306. Alexander Durham CVS, Inc.
280. Aetna U.S. Healthcare Inc.	307. Alexandria Duke CVS, Inc.
281. Aetna U.S. Healthcare Inc. (DE)	308. Algonquin CVS, L.L.C.
282. Aetna U.S. Healthcare of Alabama, Inc.	309. Alicia Mission Viejo CVS, L.L.C.
283. Aetna U.S. Healthcare of California Inc.	310. Aliso Creek CVS, L.L.C.
284. Aetna U.S. Healthcare of Colorado, Inc.	311. Allen CVS, Inc.
285. Aetna U.S. Healthcare of Georgia, Inc.	312. Allen Main TX CVS, L.L.C.
286. Aetna U.S. Healthcare of Illinois Inc.	313. Allen Texas CVS, L.P.
287. Aetna U.S. Healthcare of North Texas Inc.	314. Allentown CVS, Inc.
	315. Allentown Village CVS, Inc.
	316. Alliance Family Centers, Inc.
	317. Allina Health and Aetna Health Plan Inc.
	318. Allina Health and Aetna Insurance Company
	319. Allina Health and Aetna Insurance Holding Company LLC
	320. Allston Commonwealth CVS, Inc.
	321. Allston Retailer, Inc.
	322. Allviant Corporation
	323. Almada Burbank CVS, Inc.
	324. Almond Ave CVS, L.L.C.

325. Almshouse CVS, Inc.
326. Aloma Winter Park CVS, L.L.C.
327. Alpharetta CVS, Inc
328. Alta Health Strategies, Inc.
329. Alta Mere Fort Worth CVS, L.P.
330. Alta Mesa McCart CVS, L.P.
331. Altamonte Springs CVS, L.L.C.
332. Altius Health Plans Inc.
333. AMC - New York, Inc.
334. AMC - Tennessee, Inc.
335. AMC-New York, LLC
336. AMC-Tennessee, LLC
337. American Continental Insurance Company
338. American Drug Stores Delaware, L.L.C.
339. American Drug Stores, Inc. d/b/a Osco Drug, Inc. (for assets / pharmacies acquired by CVS)
340. American Health Holding, Inc.
341. American Service Life Insurance Company
342. Ames Plaza CVS, Inc.
343. Amesbury CVS, Inc.
344. Amherst Academia CVS, Inc.
345. Amherst CVS Store, Inc.
346. Amsterdam Mall CVS Store, Inc.
347. Anac Holding Corporation
348. Anaheim Hills CVS, Inc.
349. Ancillary Care Management, Inc.
350. Anderson CVS, Inc.
351. Anderson House CVS, Inc.
352. Andover CVS, Inc.
353. Angelini Ave. CVS, Inc.
354. Angell Street CVS, Inc.
355. Anita Street CVS, L.L.C.
356. Ann Mary Street CVS, Inc.
357. Annapolis CVS, Inc.
358. Annapolis Riva CVS, Inc.
359. Anoka MN CVS, L.L.C.
360. Anthem AZ CVS, L.L.C.
361. Antoine Houston CVS, L.P.
362. API Properties 808 LLC
363. Apollo Beach CVS, L.L.C.
364. Apopka CVS, Inc.
365. APP Hedge Funds, LLC
366. Apple Valley MN CVS, L.L.C.
367. Apria Finance Holdings Inc.
368. APS Acquisition LLC
369. APS Enterprises Holding Company, Inc.
370. APS-Summit Care Pharmacy, L.L.C.
371. Aquia Harbor CVS, Inc.
372. Aquidneck Drug CVS, Inc.
373. Aramingo Avenue CVS, Inc.
374. Arbor Drugs - Civic, Inc.
375. Arbor Drugs - Civic, Inc.
376. Arbor Drugs of Ann Arbor, Inc.
377. Arbor Drugs of East Detroit, Inc.
378. Arbor Drugs of Inkster, Inc.
379. Arbor Drugs of Livonia, Inc.
380. Arbor Drugs of Merriman, Inc.
381. Arbor Drugs of Milford, Inc.
382. Arbor Drugs of Northville, Inc.
383. Arbor Drugs of Redford, Inc.
384. Arbor Drugs of Saline, Inc.
385. Arbor Drugs of Walled Lake, Inc.
386. Arbor Drugs of Westland, Inc.
387. Arbor Drugs, Inc.
388. Arbor Drugs, Inc.
389. ARC RetailCare, PLLC
390. Archer Oak CVS, L.L.C.
391. ARCP CV Bowling Green OH, LLC
392. ARCP CV Claremore OK, LLC
393. ARCP CV Duncan OK, LLC
394. ARCP CV Durant OK, LLC
395. ARCP CV Enid OK, LLC
396. ARCP CV Enterprise AL, LLC
397. ARCP CV Erwin NC, LLC
398. ARCP CV Green OH, LLC
399. ARCP CV Greeneville TN, LLC
400. ARCP CV Ironton OH, LLC
401. ARCP CV Knoxville (Kingston) TN, LLC

402. ARCP CV Lawrence MA, LLC	441. Assembly Square CVS, Inc.
403. ARCP CV Lewes DE, LLC	442. Assurance Company of Connecticut
404. ARCP CV Liberty SC, LLC	443. Aston Township CVS, Inc.
405. ARCP CV Macon GA, LLC	444. Astoria NY CVS, L.L.C.
406. ARCP CV Manchester GA, LLC	445. Atlanta Bell Isle CVS, Inc.
407. ARCP CV Morgantown WV, LLC	446. Atlanta Brookwood Village CVS, Inc.
408. ARCP CV Muskogee OK, LLC	447. Atlanta Peachtree CVS, Inc.
409. ARCP CV Norfolk NE, LLC	448. Atlanta ProCare Pharmacy, Inc.
410. ARCP CV Oklahoma City (Pennsylvania) OK, LLC	449. Atlanta Ridge CVS, Inc.
411. ARCP CV Portsmouth (High) VA, LLC	450. Atlantic Blvd CVS, Inc.
412. ARCP CV Sanford NC, LLC	451. Atlantic City CVS, Inc.
413. ARCP CV Toledo OH, LLC	452. Atlantic Jacksonville CVS, L.L.C.
414. Ardmore CVS, Inc.	453. Atlantic Jog Delray CVS, L.L.C.
415. Argonne Avenue CVS, Inc.	454. Atlantic Medical Group, LLC
416. Arizona Acquisition Corporation	455. Atlee CVS, Inc.
417. Arizona CVS Stores, L.L.C.	456. Attain Insurance Services Inc.
418. Arkansas CVS Pharmacy, L.L.C.	457. Attleboro CVS, Inc.
419. Arleta CVS, Inc.	458. Attleboro Pleasant CVS, Inc.
420. Arlington 10th Street CVS, Inc.	459. Atwood Avenue CVS, Inc.
421. Arlington CVS, Inc.	460. Auburn AL CVS, Inc.
422. Arlington Pentagon CVS, Inc.	461. Auburn Clinton Stores, Inc.
423. Arlington Peoples, Inc.	462. Auburn CVS, Inc.
424. Arlington South Eads CVS, Inc.	463. Auburn Glen CVS, Inc.
425. Arlington-Walter Reed CVS, Inc.	464. Auburn Mall (Me.) CVS, Inc.
426. Armcal Chicago CVS, L.L.C.	465. Auburn PharmaCare Pharmacy, Inc.
427. Armitage CVS, L.L.C.	466. Audomo Insurance Services LLC
428. Army Trail Bartlett CVS, L.L.C.	467. Augusta Belair CVS, Inc.
429. Arrow Glendora CVS, L.P.	468. Augusta Dr CVS, L.L.C.
430. Arsenal CVS, Inc.	469. AUSHC Holdings, Inc.
431. ARV LLC	470. Austell Road CVS, Inc.
432. Asbury Evanston CVS, L.L.C.	471. Austin Drug Co., Inc.
433. ASCO Healthcare of New England Limited Partnership	472. Austin Drugs of East Meadow, Inc.
434. ASCO Healthcare of New England, LLC	473. Austin Drugs of Hicksville, Inc.
435. ASCO HealthCare, LLC	474. Austin Drugs of Lawrence, Inc.
436. Ashburn Parkway CVS, Inc.	475. Austin Drugs of Syosset, Inc.
437. Ashford Dunwoody CVS, Inc.	476. Auteur, LLC
438. Ashland Chicago CVS, L.L.C.	477. Avenue 18 CVS, Inc.
439. Ashland CVS, Inc.	478. Avenue of Americas CVS, L.L.C.
440. ASI Wings, LLC	479. Avenue P Brooklyn CVS, Inc.
	480. Aversboro Road CVS, Inc.
	481. AVERON, LLC
	482. Avery Ranch CVS, L.L.C.

483. AV-Med of Louisiana, Inc.	520. Bay City Clinton Stores, Inc.
484. Avon CVS, Inc.	521. Bay Village CVS, Inc.
485. Avon OH CVS, Inc.	522. Bayamon Oeste Chess King, Inc.
486. Azalea Mall, L.L.C.	523. Bayonne CVS, Inc.
487. Azusa Avenue CVS, Inc.	524. Bayou La Batre CVS, Inc.
488. Azusa CVS, L.P.	525. Beach Anaheim CVS, L.P.
489. B.H. Krueger, Inc.	526. Beach Buena Park CVS, L.P.
490. Back Bay CVS, Inc.	527. Beach Lincoln CVS, L.L.C.
491. Badger Acquisition LLC	528. Beacon Retailer, Inc.
492. Badger Acquisition of Kentucky LLC	529. Bear Merger Subsidiary, LLC
493. Badger Acquisition of Minnesota LLC	530. Bearss Avenue CVS, Inc.
494. Badger Acquisition of Ohio LLC	531. Beaumont TX CVS, L.L.C.
495. Bailey Avenue CVS Store, Inc.	532. Beauty Holdings, L.L.C.
496. Baker Avenue CVS, Inc.	533. Bedford Great Road CVS, Inc.
497. Ball Square CVS, Inc.	534. Bedford Retailer, Inc.
498. Ballantyne Commons CVS, Inc.	535. Bedford TX CVS, L.P.
499. Ballston Spa CVS, L.L.C.	536. Beechnut CVS, L.P.
500. Baltimore Avenue CVS, Inc.	537. Beechnut Gessner CVS, L.P.
501. Baltimore Belair CVS, Inc.	538. Beechnut Houston CVS, L.P.
502. Baltimore CVS, Inc.	539. Behavioral Health of California, Inc.
503. Bangor Route 512 CVS, Inc.	540. Behavioral Health of New Jersey, LLC
504. Bangor, Penna., CVS, Inc.	541. Behavioral Health PLLC
505. Banner Health and Aetna Health Insurance Company	542. Bel Air CVS, Inc.
506. Banner Health and Aetna Health Insurance Holding Company LLC	543. Bel Air Maryland CVS, Inc.
507. Banner Health and Aetna Health Plan Inc.	544. Belchertown CVS, Inc.
508. Barberton CVS, Inc.	545. Bell Plaza CVS, Inc.
509. Barker Houston CVS, L.P.	546. Bell Square CVS, Inc.
510. Barkley CVS, Inc.	547. Bellaire Cook CVS, L.P.
511. Barnstable Retailer, Inc.	548. Bellaire Ft. Worth CVS, L.P.
512. Barrington CVS, Inc.	549. Belleville CVS, Inc.
513. Bartlett CVS, L.L.C.	550. Bellevue CVS, Inc.
514. Baseline 35th CVS, L.L.C.	551. Bellingham CVS, Inc.
515. Baseline Phoenix CVS, L.L.C.	552. Bellport CVS, Inc.
516. Bass Fort Worth CVS, L.P.	553. Belmont Ave. CVS, Inc.
517. Baton Rouge Perkins CVS, Inc.	554. Belmont Chicago CVS, L.L.C.
518. Battleground Avenue CVS, L.L.C.	555. Belpre CVS, Inc.
519. Baumel Eisner Neuromedical Institute, L.L.C.	556. Beltsville CVS, Inc.
	557. Beltway 8 CVS, L.P.
	558. Benchmark Physicians, Inc.
	559. Benignus Houston CVS, L.P.
	560. Bennington CVS, Inc.

561. Bensalem CVS, Inc.
562. Bentana Technologies, Inc.
563. Bergen Mall (N.J.) CVS, Inc.
564. Bergen Ridgefield CVS, Inc.
565. Berkeley PharmaCare Pharmacy, L.L.C.
566. Berlin CVS, Inc.
567. Bernville PA CVS, Inc.
568. Berwick Market CVS, Inc.
569. Berwyn PA CVS, Inc.
570. Beryl Street CVS, Inc.
571. Best Care LTC Acquisition Company LLC
572. Bethany Glendale CVS, L.L.C.
573. Bethel Church Road CVS, Inc.
574. Bethel Clinic Family Health Plan Corporation
575. Bethel CVS, Inc.
576. Bethel Drive CVS, Inc.
577. Bethel OH CVS, L.L.C.
578. Bethesda CVS, Inc.
579. Bethesda Peoples, Inc.
580. Bethlehem Broad St. CVS, Inc.
581. Bethlehem Plaza CVS, Inc.
582. Bethlehem West Fourth CVS, Inc.
583. Beverly Cove CVS, Inc.
584. Beverly CVS, Inc.
585. Big B Drugs, Inc.
586. Big B Express, Inc.
587. Big B, Inc.
588. Billerica CVS, Inc.
589. Binghamton Clinton Stores, Inc.
590. Birmingham AL CVS, Inc.
591. Bissonnet Houston CVS, L.P.
592. Black Rock Turnpike CVS, Inc.
593. Blackstone CVS, Inc.
594. Blackstone Insurance Group, Inc.
595. Blaine MN CVS, L.L.C.
596. Blakeslee CVS, Inc.
597. Blalock & Hammerly CVS, L.P.
598. Bloomfield Avenue CVS, Inc.
599. Bloomfield CVS, Inc.
600. Bloomingdale Brandon CVS, L.L.C.
601. Bloomington CVS, L.L.C.
602. Bloomsburg CVS, Inc.
603. BLS Properties, L.L.C.
604. Blue Hill Avenue CVS, Inc.
605. Blue Ridge CVS, L.L.C.
606. Blue Ridge Road CVS, Inc.
607. Bluegrass Pharmacy of Lexington, LLC
608. Boca Raton CVS, Inc.
609. Bolingbrook IL CVS, L.L.C.
610. Bonita Beach CVS, L.L.C.
611. Borden Pharmacy, Inc.
612. Bordentown CVS, Inc.
613. Borough of Hatboro CVS, Inc.
614. Boston Chelmsford CVS, Inc.
615. Boston Hanover CVS, Inc.
616. Boston Jamaica Plain CVS, Inc.
617. Boston Saratoga CVS, Inc.
618. Boston Washington CVS, Inc.
619. Boston, Ma., CVS, Inc.
620. Boston-Milk St. CVS, Inc.
621. Bourbonaise CVS, L.L.C.
622. Bourne MA CVS, Inc.
623. Bowling Green CVS, L.L.C.
624. Bowman Street CVS, Inc.
625. Boyertown CVS, Inc.
626. Boynton Beach CVS, Inc.
627. BPC Equity, Inc.
628. BPC Equity, LLC
629. BPNY Acquisition Corp
630. Bradenton CVS, L.L.C.
631. Bradenton SR 70 CVS, L.L.C.
632. Bradley NEC CVS, L.L.C.
633. Braintree CVS, Inc.
634. Braintree Washington CVS, Inc.
635. Brandon CVS, Inc.
636. Branford CVS, Inc.
637. Branhaven CVS, Inc.
638. Braselton CVS, Inc.
639. Brea Mall CVS, Inc.
640. Bremner Boulevard CVS, Inc.

641. Brewster CVS, L.L.C.	683. Brookhaven Hilltop CVS, Inc.
642. Briarwood CVS, Inc.	684. Brookline CVS, Inc.
643. Brick New Jersey CVS, Inc.	685. Brookline Village CVS, Inc.
644. Bridge Campus CVS, L.L.C.	686. Brooklyn 9th Street CVS, Inc.
645. Bridge Street CVS, L.L.C.	687. Brooklyn Bass CVS, L.L.C.
646. Bridgeport Avenue CVS, Inc.	688. Brooklyn Commons CVS, Inc.
647. Bridgeport Boston Ave. CVS, Inc.	689. Brooklyn NY CVS, L.L.C.
648. Bridgeport-Merritt CVS, Inc.	690. Brooklyn Park MN CVS, L.L.C.
649. Bridgeview CVS, L.L.C.	691. Brooklyn Pennsylvania CVS, Inc.
650. Bridgewater Commons CVS, Inc.	692. Brooklyn Rockaway CVS, Inc.
651. Bridgewater Main Street CVS, Inc.	693. Brooks Drug of Ipswich, Inc.
652. Bridgewater Store Corporation	694. Brooks Drug, Inc.
653. Brighton Market St. CVS, Inc.	695. Brookview Medical Associates, PLLC
654. Bristol Bay CVS, Inc.	696. Broomall CVS, Inc.
655. Bristol CVS, Inc.	697. Brown Recker CVS, L.L.C.
656. Bristol Farmington CVS, Inc.	698. Brown Street CVS, Inc.
657. Bristol North Main CVS, Inc.	699. Browns Covington CVS, Inc.
658. Bristol Plaza CVS, Inc.	700. Browns Mills CVS, L.L.C.
659. Brittain Road CVS, Inc.	701. Brownstown Twp CVS, L.L.C.
660. Brittany Square CVS, Inc.	702. Bruin Acquisition Co., Inc.
661. Broadheadsville CVS, Inc.	703. Brunswick (Me.) CVS, Inc.
662. Broadspire National Services, Inc.	704. Brunswick CVS, Inc.
663. Broadway Fairlawn CVS, L.L.C.	705. Brunswick Square CVS, Inc.
664. Broadway Hewlett CVS, L.L.C.	706. Bryans Road CVS, Inc.
665. Broadway Houston CVS, L.P.	707. Bryans Road Peoples, Inc.
666. Broadway Lawrence CVS, L.L.C.	708. bswift LLC
667. Broadway Maricopa CVS, L.L.C.	709. bswift Resources LLC
668. Broadway Minneapolis CVS, L.L.C.	710. Buckeye AZ CVS, L.L.C.
669. Broadway New York CVS, Inc.	711. Buckland Hills CVS, Inc.
670. Broadway Palm Beach CVS, L.L.C.	712. Bud's Price King, Inc.
671. Brockton Belmont CVS, Inc.	713. Buffalo Grove CVS, L.L.C.
672. Brockton Carey Hill CVS, Inc.	714. Buford Highway CVS, Inc.
673. Brockton Crescent CVS, Inc.	715. Bunker Hill CVS, Inc.
674. Brockton CVS, Inc.	716. Bunker Lake CVS, L.L.C.
675. Brockton Hayward CVS, Inc.	717. Bupa Health Insurance (Thailand) Public Company Limited
676. Brockton Oak CVS, Inc.	718. Burlington Cambridge CVS, Inc.
677. Brockton Pleasant CVS, Inc.	719. Burlington Center (N.J.) CVS, Inc.
678. Brockton West Plaza CVS, Inc.	720. Burlington CVS, Inc.
679. Bronx Bainbridge CVS, L.L.C.	721. Burnsville CVS, L.L.C.
680. Bronx River CVS, Inc.	722. Burnsville MN CVS, L.L.C.
681. Brookfield CVS, Inc.	723. Busch CVS, Inc.
682. Brookfield IL CVS, L.L.C.	

724.	Bush River CVS, Inc.	766.	Caravan Health ACO 15 LLC
725.	Busse CVS, L.L.C.	767.	Caravan Health ACO 20 LLC
726.	Bustleton Nursery CVS, Inc.	768.	Caravan Health ACO 22 LLC
727.	Bustleton Philadelphia CVS, Inc.	769.	Caravan Health ACO 23 LLC
728.	Butler Road CVS, Inc.	770.	Caravan Health ACO 24 LLC
729.	Byron Center CVS, L.L.C.	771.	Caravan Health ACO 41 LLC
730.	C Street CVS, Inc.	772.	Caravan Health ACO 43 LLC
731.	C Street Peoples, Inc.	773.	Caravan Health ACO 50 LLC
732.	Cactus 83rd CVS, L.L.C.	774.	Caravan Health ACO 55 LLC
733.	Cactus Las Vegas CVS, L.L.C.	775.	Caravan Health ACO 60 LLC
734.	Cactus Peoria CVS, L.L.C.	776.	Caravan Health ACO 65 LLC
735.	California CVS Pharmacy, L.L.C.	777.	Caravan Health ACO 70 LLC
736.	Cambria Heights CVS, L.L.C.	778.	Caravan Health ACO 90 LLC
737.	Cambridge Alewife CVS, Inc.	779.	Caravan Health ACO 95 LLC
738.	Cambridge Burlington CVS, Inc.	780.	Caravan Health ACO M-1 LLC
739.	Cambridge CVS, Inc.	781.	Caravan Health, Inc.
740.	Cambridge Galleria CVS, Inc.	782.	Carbon Parent Acquisition, LLC
741.	Cambridge Life Insurance Company	783.	Care Pharmaceutical Services, LP
742.	Cambridge Street CVS, Inc.	784.	Care4, L.P.
743.	Camden NJ CVS, Inc.	785.	CareCenter Pharmacy, L.L.C.
744.	Camillus Plaza CVS Store, Inc.	786.	CareConverge Collective LLC
745.	Camino Real CVS, Inc.	787.	CareFlorida Health Plan, Inc.
746.	Camp Hill CVS, Inc.	788.	Carefree Insurance Services, Inc.
747.	Campbell Richardson CVS, L.P.	789.	Carelink Health Plans, Inc.
748.	Campo's Medical Pharmacy, Inc.	790.	Caremark Advantage, Inc.
749.	Campo's Medical Pharmacy, LLC	791.	Caremark Advantage, L.L.C.
750.	Canal CVS, Inc.	792.	Caremark Arizona Mail Pharmacy Holding, LLC
751.	Canal Place, LLC	793.	Caremark Arizona Mail Pharmacy, LLC
752.	Canal Salem CVS, Inc.	794.	Caremark Arizona Specialty Pharmacy Holding, L.L.C.
753.	Canal Winchester CVS, Inc.	795.	Caremark Arizona Specialty Pharmacy, L.L.C.
754.	Canoga Park CVS, Inc.	796.	Caremark Atlanta Pharmacy, LLC
755.	Canopy Acquisition, LLC	797.	Caremark Aviation, L.L.C.
756.	Canton CVS, Inc.	798.	Caremark Baltimore Pharmacy, LLC
757.	Canton GA CVS, Inc.	799.	Caremark California Specialty Pharmacy Holding, L.L.C.
758.	Canton Highway CVS, Inc.	800.	Caremark California Specialty Pharmacy, L.L.C.
759.	Cantonment FL CVS, L.L.C.		
760.	Cape Coral CVS, L.L.C.		
761.	Cape May CVS, Inc.		
762.	Capital Market CVS, Inc.		
763.	Capitol Heights CVS, L.L.C.		
764.	Capitol Home Infusion, Inc.		
765.	Caravan Health ACO 13 LLC		

801. Caremark CareCenter Pharmacy, L.L.C.	825. Caremark Illinois CareCenter Pharmacy Holding, LLC
802. Caremark Chicago Pharmacy, LLC	826. Caremark Illinois CareCenter Pharmacy I, LLC
803. Caremark Connecticut CareCenter Pharmacy Holding, LLC	827. Caremark Illinois CareCenter Pharmacy II, LLC
804. Caremark Connecticut CareCenter Pharmacy, LLC	828. Caremark Illinois CareCenter Pharmacy, LLC
805. Caremark Dallas Pharmacy, LLC	829. Caremark Illinois Mail Pharmacy Holding, LLC
806. Caremark Detroit Pharmacy, LLC	830. Caremark Illinois Mail Pharmacy, LLC
807. Caremark Florida Mail Pharmacy Holding, LLC	831. Caremark Illinois Specialty Pharmacy Holding, LLC
808. Caremark Florida Mail Pharmacy, LLC	832. Caremark Illinois Specialty Pharmacy, LLC
809. Caremark Florida Specialty Pharmacy Holding, LLC	833. Caremark Indemnity, Ltd.
810. Caremark Florida Specialty Pharmacy, LLC	834. Caremark International, Inc.
811. Caremark Fort Lauderdale Pharmacy, LLC	835. Caremark International, L.L.C.
812. Caremark Georgia CareCenter Pharmacy Holding, LLC	836. Caremark Iowa CareCenter Pharmacy Holding I, LLC
813. Caremark Georgia CareCenter Pharmacy, LLC	837. Caremark Iowa CareCenter Pharmacy Holding, LLC
814. Caremark Georgia Specialty Pharmacy Holding, LLC	838. Caremark Iowa CareCenter Pharmacy I, LLC
815. Caremark Georgia Specialty Pharmacy, LLC	839. Caremark Iowa CareCenter Pharmacy, LLC
816. Caremark Global, Inc.	840. Caremark IPA, L.L.C.
817. Caremark Hawaii Mail Pharmacy Holding, L.L.C.	841. Caremark Irving Resource Center Holding, LLC
818. Caremark Hawaii Mail Pharmacy, LLC	842. Caremark Irving Resource Center, LLC
819. Caremark Hawaii Specialty Pharmacy Holding, LLC	843. Caremark Kansas Specialty Pharmacy Holding, LLC
820. Caremark Hawaii Specialty Pharmacy, LLC	844. Caremark Kansas Specialty Pharmacy, LLC
821. Caremark Homecare, Inc.	845. Caremark Limited, LLC
822. Caremark Honolulu Pharmacy, LLC	846. Caremark Logistics Holding, LLC
823. Caremark Illinois CareCenter Pharmacy Holding I, LLC	847. Caremark Logistics, LLC
824. Caremark Illinois CareCenter Pharmacy Holding II, LLC	848. Caremark Louisiana Specialty Pharmacy Holding, LLC
	849. Caremark Louisiana Specialty Pharmacy, LLC

850. Caremark Mail Pharmacy, LLC	873. Caremark North Carolina Specialty Pharmacy, LLC
851. Caremark Management Limited, LLC	874. Caremark Ohio CareCenter Pharmacy Holding, LLC
852. Caremark Management, L.L.C.	875. Caremark Ohio CareCenter Pharmacy, LLC
853. Caremark Management, LP	876. Caremark Ohio Specialty Pharmacy Holding, L.L.C.
854. Caremark Maryland CareCenter Pharmacy Holding, LLC	877. Caremark Ohio Specialty Pharmacy, L.L.C.
855. Caremark Maryland CareCenter Pharmacy, LLC	878. Caremark Onsite Pharmacy, Inc.
856. Caremark Maryland Specialty Pharmacy Holding, LLC	879. Caremark PBM Resources, LLC
857. Caremark Maryland Specialty Pharmacy, LLC	880. CaremarkPCS Health, L.L.C.
858. Caremark Massachusetts Specialty Pharmacy Holding, LLC	881. Caremark Pennsylvania Specialty Pharmacy Holding, LLC
859. Caremark Massachusetts Specialty Pharmacy, LLC	882. Caremark Pennsylvania Specialty Pharmacy, LLC
860. Caremark MergerSub, L.L.C.	883. Caremark Pharmacy, L.L.C.
861. Caremark Michigan Specialty Pharmacy Holding, LLC	884. Caremark PhC, L.L.C.
862. Caremark Michigan Specialty Pharmacy, LLC	885. Caremark Phoenix Pharmacy, LLC
863. Caremark Minnesota Specialty Pharmacy Holding, LLC	886. Caremark Pittsburgh Pharmacy, LLC
864. Caremark Minnesota Specialty Pharmacy, LLC	887. Caremark Procurement Corporation
865. Caremark Miramar Pharmacy, LLC	888. Caremark Procurement, L.L.C.
866. Caremark New Jersey CareCenter Pharmacy Holding, LLC	889. Caremark Puerto Rico Holding L.L.C.
867. Caremark New Jersey CareCenter Pharmacy, LLC	890. Caremark Puerto Rico L.L.C.
868. Caremark New Jersey Specialty Pharmacy Holding, LLC	891. Caremark Puerto Rico Specialty Pharmacy Holding L.L.C.
869. Caremark New Jersey Specialty Pharmacy, LLC	892. Caremark Puerto Rico Specialty Pharmacy L.L.C.
870. Caremark North Carolina CareCenter Pharmacy Holding, LLC	893. Caremark Puerto Rico, Inc.
871. Caremark North Carolina CareCenter Pharmacy, LLC	894. Caremark Raleigh Pharmacy, LLC
872. Caremark North Carolina Specialty Pharmacy Holding LLC	895. Caremark Receivable, LLC
	896. Caremark Redlands Pharmacy, L.L.C.
	897. Caremark Repack, LLC
	898. Caremark Resource Center General, LLC
	899. Caremark Rx, Inc.
	900. Caremark Rx, L.L.C.
	901. Caremark San Antonio Pharmacy, LLC

902. Caremark San Antonio Resource Center Holding, LLC	929. CaremarkPCS Texas Mail Pharmacy, LLC
903. Caremark San Antonio Resource Center, LLC	930. CaremarkPCS, L.L.C.
904. Caremark Specialty Pharmacy, LLC	931. Carney CVS, Inc.
905. Caremark Tampa Pharmacy, LLC	932. Carol Stream IL CVS, L.L.C.
906. Caremark Tennessee CareCenter Pharmacy Holding, LLC	933. Carrabile, LLC
907. Caremark Tennessee CareCenter Pharmacy, LLC	934. Carroll Denton CVS, L.P.
908. Caremark Tennessee Specialty Pharmacy Holding, LLC	935. Carroll Street CVS, Inc.
909. Caremark Tennessee Specialty Pharmacy, LLC	936. Carrollton CVS, L.P.
910. Caremark Texas Mail Pharmacy Holding, LLC	937. Carson CA CVS, L.L.C.
911. Caremark Texas Mail Pharmacy, LLC	938. Carver CVS, Inc.
912. Caremark Texas Specialty Pharmacy, LLC	939. Cary Tryon CVS, Inc.
913. Caremark Ulysses Holding Corp.	940. Cascades CVS, Inc.
914. Caremark Washington Specialty Pharmacy Holding, LLC	941. Cashmere St. Lucie CVS, L.L.C.
915. Caremark Washington Specialty Pharmacy, LLC	942. Cass Darien CVS, L.L.C.
916. Caremark, L.L.C.	943. Castor Avenue CVS, Inc.
917. Caremark, LP	944. Castro Street ProCare Pharmacy, Inc.
918. CaremarkPCS	945. Catalpa Chicago CVS, L.L.C.
919. CaremarkPCS Alabama Mail Pharmacy Holding, LLC	946. Cathedral City CVS, L.L.C.
920. CaremarkPCS Alabama Mail Pharmacy, LLC	947. Caton Farm Joliet CVS, L.L.C.
921. CaremarkPCS Caribbean, Inc.	948. CC Advertising & Marketing, LLC
922. CaremarkPCS Health Systems, LLC	949. CCI Foreign Holdings, Sarl
923. CaremarkPCS Health, LLC	950. CCI Foreign, Sarl
924. CaremarkPCS Health, LP	951. CCRx Holdings, LLC
925. CaremarkPCS Mail Pharmacy, LLC	952. CCRx of North Carolina Holdings, LLC
926. CaremarkPCS Pennsylvania Mail Pharmacy Holding, LLC	953. CCRx of North Carolina, LLC
927. CaremarkPCS Pennsylvania Mail Pharmacy, LLC	954. Cedar Garwood CVS, L.L.C.
928. CaremarkPCS Texas Mail Pharmacy Holding, LLC	955. Cedar Park CVS, Inc.
	956. Cedar Park Peoples, Inc.
	957. CENSEO HEALTH LLC
	958. CENSEOHEALTH TX ESSENTIAL CARE PARTNERS
	959. CENSEOHEALTH TX GREATER HOUSTON
	960. CENSEOHEALTH TX NORTH TEXAS
	961. CENSEOHEALTH TX TEXAS
	962. Center City CVS, Inc.
	963. Center Moriches CVS, Inc.
	964. Center Pasadena CVS, L.P.
	965. Center Plaza CVS, Inc.

966. Center Square CVS, Inc.
967. Centerville Falmouth St. CVS, Inc.
968. Central Ave SEC CVS, L.L.C.
969. Central City Mall CVS, Inc.
970. Central Rx Services, LLC
971. Central Square CVS, Inc.
972. Central St. Petersburg CVS, L.L.C.
973. Central Street CVS, Inc.
974. Centreville Road CVS, Inc.
975. CH Saluda SC 2008, LLC
976. Chandler AZ CVS, L.L.C.
977. Chandler Dobson CVS, L.L.C.
978. Chandler Gilbert CVS, L.L.C.
979. Chandler Heights CVS, L.L.C.
980. Chandler Kyrene CVS, L.L.C.
981. Chandler North CVS, L.L.C.
982. Chandler Street CVS, Inc.
983. Chandler Warner CVS, L.L.C.
984. Chanhassen CVS, L.L.C.
985. Chapman Avenue CVS, Inc.
986. Chappaqua CVS, L.L.C.
987. Charles Street Baltimore CVS, Inc.
988. Charles Street CVS, Inc.
989. Charleston Area Health Plan, Inc.
990. Charlie Acquisition Corporation
991. Charlott Street CVS, Inc.
992. Charlotte NC CVS, Inc.
993. Charlotte PUD, LLC
994. Charlton MA CVS, Inc.
995. Charlton PharmaCare Pharmacy, Inc.
996. Chatham CVS, Inc.
997. Chatham Main St. CVS, Inc.
998. Chatsworth CVS, L.L.C.
999. CHC Casualty Risk Retention Group, Inc.
1000. CHCCares, Inc.
1001. Cheektowaga-Como CVS, Inc.
1002. Chelsea AL CVS, Inc.
1003. Cheltenham CVS, Inc.
1004. Cherry Hill C.K. Jeanery, Inc.
1005. Cherry Tree Lane CVS, Inc.
1006. Cheshire CVS, Inc.
1007. Chester MD CVS, L.L.C.
1008. Chester NY CVS, L.L.C.
1009. Chesterfield CVS, Inc.
1010. Chestnut Hill CVS, Inc.
1011. Chestnut Montvale CVS, L.L.C.
1012. Chestnut St. CVS, Inc.
1013. Chestnut Street CVS, Inc.
1014. Chicago CVS Store, L.L.C.
1015. Chicago Heights IL CVS, L.L.C.
1016. Chicago North Central CVS, L.L.C.
1017. Chicago Pulaski CVS, L.L.C.
1018. Chicago Ridge IL CVS, L.L.C.
1019. Chicago West Irving Park CVS, L.L.C.
1020. Chichester CVS, Inc.
1021. Chick Springs CVS, Inc.
1022. Chickering Benefit Planning Insurance Agency, Inc.
1023. Chickering Claims Administrators, Inc.
1024. Chicopee CVS, Inc.
1025. Chicopee Exchange Street CVS, Inc.
1026. Chicopee Memorial CVS, Inc.
1027. Children's Hospital of Michigan Outpatient Pharmacy, Inc.
1028. Chili CVS, Inc.
1029. Chimney Rock CVS, L.P.
1030. China Town CVS, Inc.
1031. Chino Ave SEC CVS, L.L.C.
1032. Chino Hills CVS, Inc.
1033. Choice Source Therapeutic of Houston, Texas, L.L.C.
1034. Choice Source Therapeutic South, L.L.C.
1035. Choice Source, L.L.C.
1036. CH FL NORTHWEST, LLC
1037. CH GA CENTRAL GEORGIA, LLC
1038. CH GA DEKALB, LLC
1039. CH GA GEORGIA, LLC
1040. CH GA GREATER ATHENS II, LLC

1041. CH GA GREATER ATHENS, LLC	1075. Clark CVS, Inc.
1042. CH GA GREATER AUGUSTA AND STATESBORO, LLC	1076. Clarkston CVS, Inc.
1043. CH GA SOUTHERN GEORGIA, LLC	1077. Clarksville MD CVS, L.L.C.
1044. CH GA WESTERN GEORGIA, LLC	1078. Clayton CVS, Inc.
1045. CH MD COLLABORATIVE CARE, PC	1079. Clearwater CVS, Inc.
1046. CH MD MARYLAND PRIMARY CARE, PC	1080. Clearwater Sunset CVS, Inc.
1047. CH MD MARYLAND, PC	1081. Clementon Square CVS, Inc.
1048. CH MD NORTHERN COLLABORATIVE CARE, PC	1082. Clermont CVS, L.L.C.
1049. CH MD SOUTHERN COLLABORATIVE CARE, PC	1083. Cleveland Lorain CVS, Inc.
1050. CH ME COMMUNITY ACO, LLC	1084. Cleveland Primary Care Associates, P.A., Inc.
1051. CH MS MISSISSIPPI, LLC	1085. Cliffside Park CVS, L.L.C.
1052. CH SC TRI-COUNTIES, LLC	1086. Clifton CVS, Inc.
1053. CH VA COLLABORATIVE CARE, LLC	1087. Clint Moore Boca Raton CVS, L.L.C.
1054. CHP Acquisition Corp.	1088. Clinton Center CVS, Inc.
1055. CHP Acquisition, LLC	1089. Clinton Discount Stores, Inc.
1056. Christiana CVS, Inc.	1090. Clinton Post CVS, Inc.
1057. Chula Vista CVS, Inc.	1091. Cloppers Mill CVS, Inc.
1058. Church Avenue CVS, Inc.	1092. Cloppers Mill Peoples, inc.
1059. Cicero Addison CVS, L.L.C.	1093. Clover CVS, L.L.C.
1060. Cincinnati CVS, L.L.C.	1094. Clyde Daytona CVS, L.L.C.
1061. Cin-Dayton CVS, Inc.	1095. CMBS Holdings, Inc.
1062. CIP Acquisition, LLC	1096. CMBS Holdings, Inc. II
1063. Circle Plaza CVS, Inc.	1097. CMBS Holdings, L.L.C.
1064. Circle Tallahassee RE, L.L.C.	1098. Cochran CVS, L.L.C.
1065. Circulation, LLC	1099. Coconut Creek CVS, Inc.
1066. City Line Avenue CVS, Inc.	1100. Cofinity, Inc.
1067. Claims Administration Corp.	1101. Cohasset CVS, Inc.
1068. ClaimsPro Management Services, Inc.	1102. Cohoes CVS, L.L.C.
1069. Clairmont Road CVS, Inc.	1103. Coit Dallas CVS, L.P.
1070. Clairton Boulevard CVS, Inc.	1104. Coit McDermott CVS, L.P.
1071. Claremont River CVS, Inc.	1105. Colchester CT CVS, Inc.
1072. Clarendon Blvd. CVS, Inc.	1106. Collaborative ACO 25 LLC
1073. Clarendon Boulevard CVS, Inc.	1107. Collaborative ACO 26 LLC
1074. Clark Chicago CVS, L.L.C.	1108. Collaborative ACO 27 LLC
	1109. Collaborative ACO 28 LLC
	1110. Collaborative ACO 29 LLC
	1111. Collaborative ACO 30 LLC
	1112. Collaborative ACO 31 LLC
	1113. College Anaheim CVS, L.L.C.
	1114. College Point CVS, Inc.
	1115. College Street CVS, Inc.

1116. Collegeville CVS, Inc.
1117. Collings CVS, Inc.
1118. Colonial Place CVS, Inc.
1119. Colonie CVS, Inc.
1120. Columbia CVS, Inc.
1121. Columbus CVS, L.L.C.
1122. Columbus High Street CVS, Inc.
1123. Columbus New York CVS, Inc.
1124. Columbus Polaris CVS, Inc.
1125. Commack CVS, Inc.
1126. Commerce Palms Tampa CVS, L.L.C.
1127. Commercial CVS, Inc.
1128. Committed Provider Services, LLC
1129. COMMUNITY HEALTH CARE SOLUTIONS LLC
1130. Compass Health Services, LLC
1131. Compo Center CVS, Inc.
1132. Compscript, LLC
1133. Computer Development, Inc.
1134. Concord Crisco CVS, Inc.
1135. Concord Road CVS, Inc.
1136. Conewango CVS, Inc.
1137. Confident Care Health Plan, Inc.
1138. Congress Austin CVS TX, L.L.C.
1139. Connecticut Avenue CVS, Inc.
1140. Connecticut CVS Pharmacy, L.L.C.
1141. Conservco, Inc.
1142. Conshohocken CVS, Inc.
1143. Constitution Blvd. CVS, Inc.
1144. Consumer Health Interactive, L.L.C.
1145. Consumer Value Store of Bangor, Inc.
1146. Consumer Value Stores of Lowell, Inc.
1147. Consumer Value stores of Merrimack, Inc.
1148. Consumer Value Stores of Revere, Inc.
1149. Consumer Value Stores of Rhode Island, Inc.
1150. Consumer Value Stores of White City, Inc.
1151. Consumer Value Stores of Worcester, Inc.
1152. Continental Life Insurance Company of Brentwood, Tennessee
1153. Continuing Care Rx, LLC
1154. Conyers CVS, Inc.
1155. Coolidge Corner CVS, Inc.
1156. Coon Rapids MN CVS, L.L.C.
1157. Cooper City CVS, L.L.C.
1158. Coopersburg CVS, Inc.
1159. Copiaque CVS, Inc.
1160. Copley CVS, Inc.
1161. Coral Ridge CVS, L.L.C.
1162. Coram Alternate Site Services, Inc.
1163. Coram Clinical Trials, Inc.
1164. Coram Healthcare Corporation of Alabama
1165. Coram Healthcare Corporation of Florida
1166. Coram Healthcare Corporation of Greater D.C.
1167. Coram Healthcare Corporation of Greater New York
1168. Coram Healthcare Corporation of Indiana
1169. Coram Healthcare Corporation of Massachusetts
1170. Coram Healthcare Corporation of Mississippi
1171. Coram Healthcare Corporation of Nevada
1172. Coram Healthcare Corporation of North Texas
1173. Coram Healthcare Corporation of Northern California
1174. Coram Healthcare Corporation of Rhode Island
1175. Coram Healthcare Corporation of Southern California
1176. Coram Healthcare Corporation of Southern Florida

1177. Coram Healthcare Corporation of Utah	1208. Coventry Health Care National Network, Inc.
1178. Coram Healthcare/Carolina Home Therapeutics, LLC	1209. Coventry Health Care of Delaware, Inc.
1179. Coram LLC	1210. Coventry Health Care of Florida, Inc.
1180. Coram Service Corporation	1211. Coventry Health Care of Georgia, Inc.
1181. Coram Specialty Infusion Services, Inc.	1212. Coventry Health Care of Illinois, Inc.
1182. Coram Specialty Infusion Services, L.L.C.	1213. Coventry Health Care of Iowa, Inc.
1183. CoramRx, LLC	1214. Coventry Health Care of Kansas, Inc.
1184. Corbin Avenue CVS, Inc.	1215. Coventry Health Care of Louisiana, Inc.
1185. Cordavis Limited	1216. Coventry Health Care of Missouri, Inc.
1186. Cordavis Trading Limited	1217. Coventry Health Care of Nebraska, Inc.
1187. CoreHealth Alliance LLC	1218. Coventry Health Care of Pennsylvania, Inc.
1188. Corey Enterprises, Inc.	1219. Coventry Health Care of Texas, Inc.
1189. Cornelius CVS, Inc.	1220. Coventry Health Care of the Carolinas, Inc.
1190. Corning Park Plaza CVS, Inc.	1221. Coventry Health Care of Virginia, Inc.
1191. Corona CVS, Inc.	1222. Coventry Health Care of West Virginia, Inc.
1192. Corporate Benefit Strategies, Inc.	1223. Coventry Health Care Workers Compensation, Inc.
1193. Corporate Health Administrators, Inc.	1224. Coventry Health Care, Inc.
1194. Corporate Health Insurance Company	1225. Coventry Health of Michigan, Inc.
1195. Cortez Bradenton CVS, L.L.C.	1226. Coventry Health Plan of Florida, Inc.
1196. Cottage Grove CVS, Inc.	1227. Coventry Healthcare Management Corporation
1197. Cotuit CVS, Inc.	1228. Coventry Independent Medical Exams of Texas, PA
1198. County Line CVS, Inc.	1229. Coventry Lake CVS, Inc.
1199. County Road CVS, L.L.C.	1230. Coventry Management Services, Inc.
1200. Court Street CVS, L.L.C.	1231. Coventry Merger Holdings, Inc.
1201. Courtland Street CVS, Inc.	1232. Coventry Merger Sub
1202. Courtyards of Costa Mesa CVS, Inc.	
1203. Coventry Consumer Advantage, Inc.	
1204. Coventry CT CVS, Inc.	
1205. Coventry Financial Management Services, Inc.	
1206. Coventry Health and Life Insurance Company	
1207. Coventry Health Care National Accounts, Inc.	

1233. Coventry Prescription Management Services, Inc.	1274. Crystal Lake CVS, L.L.C.
1234. Coventry Rehabilitation Services, Inc.	1275. Crystal Plaza CVS, Inc.,
1235. Coventry Specialty Services, LLC	1276. Crystal Waterford CVS, Inc.
1236. Coventry Square CVS, Inc.	1277. CSR, Inc.
1237. Coventry Summit Health Plan, Inc.	1278. Cucamonga Foothill CVS, L.L.C.
1238. Coventry Transplant Network, Inc.	1279. Culver City CVS, Inc.
1239. CoventryCares of Michigan, Inc.	1280. Cumberland Bear Hill CVS, Inc.
1240. Coviello Plaza CVS, Inc.	1281. Cumberland Church CVS, Inc.
1241. Covina (Cal.) CVS, Inc.	1282. Cumberland Retailer, Inc.
1242. Covington CVS, Inc.	1283. Cumming GA CVS, Inc.
1243. Cox CVS, Inc.	1284. Cumru CVS, Inc.
1244. CP Acquisition Corp.	1285. Curaflex Health Services
1245. CP Acquisition, LLC	1286. Cure Aggregator, LLC
1246. CP Red Springs NC 2008, LLC	1287. Cure Intermediate 1, LLC
1247. CP Services LLC	1288. Cure Intermediate 2, LLC
1248. CR 545 Davenport CVS, L.L.C.	1289. Cure Intermediate 3, LLC
1249. Crabapple CVS, Inc.	1290. Cure TopCo, LLC
1250. Craig Road CVS, L.L.C.	1291. Cuyahoga Oakwood CVS, Inc.
1251. Cranberry CVS, Inc.	1292. CVS 1001 MA, L.L.C.
1252. Cranberry PA CVS, Inc.	1293. CVS 10012 OK, L.L.C.
1253. Cranberry Township CVS, Inc.	1294. CVS 10013 VA, L.L.C.
1254. Cranston Retailer, Inc.	1295. CVS 10015 MA, L.L.C.
1255. Cranston RI CVS, Inc.	1296. CVS 10018 VA, L.L.C.
1256. Cranston-Elmwood CVS, Inc.	1297. CVS 10019 AR, L.L.C.
1257. Cranston-Reservoir CVS, Inc.	1298. CVS 10021 VA, L.L.C.
1258. Cresco CVS, Inc.	1299. CVS 10024 VA, L.L.C.
1259. Cressona Mall CVS, Inc.	1300. CVS 10049 KY, L.L.C.
1260. Crest CVS, Inc.	1301. CVS 10065 OK, L.L.C.
1261. Crestwood KY CVS, Inc.	1302. CVS 10072 TN, L.L.C.
1262. Crismon Mesa CVS, L.L.C.	1303. CVS 10076 AL, L.L.C.
1263. Criterion Communications, Inc.	1304. CVS 10078 FL, L.L.C.
1264. Crofton MD CVS, L.L.C.	1305. CVS 10088 VA, L.L.C.
1265. Cromwell CT CVS, Inc.	1306. CVS 10099 DE, L.L.C.
1266. Cropsey Avenue CVS, L.L.C.	1307. CVS 10101 OK, L.L.C.
1267. Cross Keys Place CVS, Inc.	1308. CVS 10102 OK, L.L.C.
1268. Crossgates CVS Store, Inc.	1309. CVS 10117 VA, L.L.C.
1269. Crossroads Plaza CVS, Inc.	1310. CVS 10122 FL, L.L.C.
1270. Croton-On-Hudson CVS, L.L.C.	1311. CVS 10124 WV, L.L.C.
1271. Crowley TX CVS, L.P.	1312. CVS 10125 MA, L.L.C.
1272. Croydon CVS, Inc.	1313. CVS 10131 FL, L.L.C.
1273. Crystal Drive CVS, L.L.C.	1314. CVS 10143 WI, L.L.C.
	1315. CVS 10154 GA, L.L.C.
	1316. CVS 10156 NC, L.L.C.

1317. CVS 10163 WI, L.L.C.	1360. CVS 10416 AL, L.L.C.
1318. CVS 10170 VA, L.L.C.	1361. CVS 10419 WI, L.L.C.
1319. CVS 10172 WI, L.L.C.	1362. CVS 10422 VA, L.L.C.
1320. CVS 10175 OK, L.L.C.	1363. CVS 10430 AR, L.L.C.
1321. CVS 10196 MA, L.L.C.	1364. CVS 10431 AR, L.L.C.
1322. CVS 10201 MN, L.L.C.	1365. CVS 10432 AR, L.L.C.
1323. CVS 10202 VA, L.L.C.	1366. CVS 10437 OK, L.L.C.
1324. CVS 10205 KY, L.L.C.	1367. CVS 10441 NE, L.L.C.
1325. CVS 10206 AL, L.L.C.	1368. CVS 10453 VA, L.L.C.
1326. CVS 10208 AL, L.L.C.	1369. CVS 10454 VA, L.L.C.
1327. CVS 10209 OH, L.L.C.	1370. CVS 10457 OH, L.L.C.
1328. CVS 10213 OK, L.L.C.	1371. CVS 10501 MA, L.L.C.
1329. CVS 10214 OK, L.L.C.	1372. CVS 10504 FL, L.L.C.
1330. CVS 10238 DE, L.L.C.	1373. CVS 10515 TN, L.L.C.
1331. CVS 10242 NE, L.L.C.	1374. CVS 10518 AR, L.L.C.
1332. CVS 10243 NE, L.L.C.	1375. CVS 10519 AR, L.L.C.
1333. CVS 10246 OH, L.L.C.	1376. CVS 10520 OK, L.L.C.
1334. CVS 10248 OH, L.L.C.	1377. CVS 10533 WI, L.L.C.
1335. CVS 10251 VA, L.L.C.	1378. CVS 10534 AR, L.L.C.
1336. CVS 10252 MN, L.L.C.	1379. CVS 10539 AR, L.L.C.
1337. CVS 10255 AR, L.L.C.	1380. CVS 10549 WI, L.L.C.
1338. CVS 10272 OK, L.L.C.	1381. CVS 1055 FL, L.L.C.
1339. CVS 10273 OK, L.L.C.	1382. CVS 10560 OK, L.L.C.
1340. CVS 10274 OK, L.L.C.	1383. CVS 10561 OK, L.L.C.
1341. CVS 10275 OK, L.L.C.	1384. CVS 10563 VA, L.L.C.
1342. CVS 10279 KY, L.L.C.	1385. CVS 10566 WV, L.L.C.
1343. CVS 10286 VA, L.L.C.	1386. CVS 10586 VA, L.L.C.
1344. CVS 10293 NE, L.L.C.	1387. CVS 10589 GA, L.L.C.
1345. CVS 10320 VA, L.L.C.	1388. CVS 1063 CA, L.L.C.
1346. CVS 10326 OK, L.L.C.	1389. CVS 10644 FL, L.L.C.
1347. CVS 10346 FL, L.L.C.	1390. CVS 10645 TN, L.L.C.
1348. CVS 10357 GA, L.L.C.	1391. CVS 10666 AR, L.L.C.
1349. CVS 10358 GA, L.L.C.	1392. CVS 10678 AR, L.L.C.
1350. CVS 10372 OH, L.L.C.	1393. CVS 10683 KY, L.L.C.
1351. CVS 10374 OH, L.L.C.	1394. CVS 10684 VA, L.L.C.
1352. CVS 10376 DE, L.L.C.	1395. CVS 10746 VA, L.L.C.
1353. CVS 10396 MN, L.L.C.	1396. CVS 10756 MN, L.L.C.
1354. CVS 1040 FL, L.L.C.	1397. CVS 10768 VA, L.L.C.
1355. CVS 10408 AR, L.L.C.	1398. CVS 10769 VA, L.L.C.
1356. CVS 10409 AR, L.L.C.	1399. CVS 10770 VA, L.L.C.
1357. CVS 1041 MA, L.L.C.	1400. CVS 10771 MN, L.L.C.
1358. CVS 10410 NE, L.L.C.	1401. CVS 10772 WI, L.L.C.
1359. CVS 10411 WI, L.L.C.	1402. CVS 10779 AR, L.L.C.

1403. CVS 1078 IN, L.L.C.	1446. CVS 11105 CO, L.L.C.
1404. CVS 10781 CO, L.L.C.	1447. CVS 11115 VA, L.L.C.
1405. CVS 10782 CO, L.L.C.	1448. CVS 11138 CO, L.L.C.
1406. CVS 10783 CO, L.L.C.	1449. CVS 1114 FL, L.L.C.
1407. CVS 10784 CO, L.L.C.	1450. CVS 11155 OH, L.L.C.
1408. CVS 10785 CO, L.L.C.	1451. CVS 11158 AR, L.L.C.
1409. CVS 10787 SC, L.L.C.	1452. CVS 11179 VA, L.L.C.
1410. CVS 10788 KY, L.L.C.	1453. CVS 1118 NY, L.L.C.
1411. CVS 1079 GA, L.L.C.	1454. CVS 11233 VA, L.L.C.
1412. CVS 10811 AL, L.L.C.	1455. CVS 1126 FL, L.L.C.
1413. CVS 10812 KY, L.L.C.	1456. CVS 11288 MA, L.L.C.
1414. CVS 10816 AR, L.L.C.	1457. CVS 113 FL, L.L.C.
1415. CVS 10830 CO, L.L.C.	1458. CVS 1131 MA, L.L.C.
1416. CVS 10831 CO, L.L.C.	1459. CVS 11337 CO, L.L.C.
1417. CVS 10836 MA, L.L.C.	1460. CVS 1140 SC, L.L.C.
1418. CVS 10893 OH, L.L.C.	1461. CVS 11450 SC LLC
1419. CVS 10898 AL, L.L.C.	1462. CVS 115 W., L.L.C.
1420. CVS 10937 VA, L.L.C.	1463. CVS 1150 MI, L.L.C.
1421. CVS 10949 TN, L.L.C.	1464. CVS 1161 IL, L.L.C.
1422. CVS 10958 CO, L.L.C.	1465. CVS 1172 IL, L.L.C.
1423. CVS 10967 VA, L.L.C.	1466. CVS 1189 MA, L.L.C.
1424. CVS 10968 VA, L.L.C.	1467. CVS 1194 SC, L.L.C.
1425. CVS 10975 AR, L.L.C.	1468. CVS 12 VA, L.L.C.
1426. CVS 10976 OK, L.L.C.	1469. CVS 1200 SC, L.L.C.
1427. CVS 1099 LA, L.L.C.	1470. CVS 1218 NC, L.L.C.
1428. CVS 10990 VA, L.L.C.	1471. CVS 1223 OH, L.L.C.
1429. CVS 10992 VA, L.L.C.	1472. CVS 1246 NC, L.L.C.
1430. CVS 10th Street, L.L.C.	1473. CVS 1316 FL, L.L.C.
1431. CVS 11000 CO, L.L.C.	1474. CVS 1359 GA, L.L.C.
1432. CVS 11001 CO, L.L.C.	1475. CVS 1383 VA, L.L.C.
1433. CVS 11002 CO, L.L.C.	1476. CVS 1420 GA, L.L.C.
1434. CVS 11016 AL, L.L.C.	1477. CVS 1423 VA, L.L.C.
1435. CVS 11017 GA, L.L.C.	1478. CVS 1427, L.L.C.
1436. CVS 11019 KY, L.L.C.	1479. CVS 1428 WV, L.L.C.
1437. CVS 11024 CO, L.L.C.	1480. CVS 1429 WV, L.L.C.
1438. CVS 11056 VA, L.L.C.	1481. CVS 1435 MD, L.L.C.
1439. CVS 11070 MN, L.L.C.	1482. CVS 1452 MD, L.L.C.
1440. CVS 11083 VA, L.L.C.	1483. CVS 1461 MD, L.L.C.
1441. CVS 11086 OH, L.L.C.	1484. CVS 1464 OH, L.L.C.
1442. CVS 11089 KY, L.L.C.	1485. CVS 1481 MD, L.L.C.
1443. CVS 11092 OK, L.L.C.	1486. CVS 1488 MD, L.L.C.
1444. CVS 11093 AR, L.L.C.	1487. CVS 1501 MD, L.L.C.
1445. CVS 11104 CO, L.L.C.	1488. CVS 1507 NV, L.L.C.

- 1489. CVS 1515 MD, L.L.C.
- 1490. CVS 1525 VA, L.L.C.
- 1491. CVS 1534 VA, L.L.C.
- 1492. CVS 1538 VA, L.L.C.
- 1493. CVS 1547 VA, L.L.C.
- 1494. CVS 1550 VA, L.L.C.
- 1495. CVS 1553 VA, L.L.C.
- 1496. CVS 1556 VA, L.L.C.
- 1497. CVS 1557 VA, L.L.C.
- 1498. CVS 1561 VA, L.L.C.
- 1499. CVS 1589 MI, L.L.C.
- 1500. CVS 161 SC, L.L.C.
- 1501. CVS 1619 IL, L.L.C.
- 1502. CVS 1643 NC, L.L.C.
- 1503. CVS 1674 NC, L.L.C.
- 1504. CVS 1741 TN, L.L.C.
- 1505. CVS 1742 NC, L.L.C.
- 1506. CVS 1743 AZ, L.L.C.
- 1507. CVS 1748 MI, L.L.C.
- 1508. CVS 1752 NC, L.L.C.
- 1509. CVS 1756 OH, L.L.C.
- 1510. CVS 1758 MI, L.L.C.
- 1511. CVS 1769 FL, L.L.C.
- 1512. CVS 1777 AL, L.L.C.
- 1513. CVS 1782 NJ, L.L.C.
- 1514. CVS 1786 MA, L.L.C.
- 1515. CVS 1798 VA, L.L.C.
- 1516. CVS 180 SC, L.L.C.
- 1517. CVS 1803 MA, L.L.C.
- 1518. CVS 1815 FL, L.L.C.
- 1519. CVS 1836 VA, L.L.C.
- 1520. CVS 1844 MA, L.L.C.
- 1521. CVS 1867 MA, L.L.C.
- 1522. CVS 1874 MA, L.L.C.
- 1523. CVS 1933 LA, L.L.C.
- 1524. CVS 1944 NC, L.L.C.
- 1525. CVS 1978 VA, L.L.C.
- 1526. CVS 1979 VA, L.L.C.
- 1527. CVS 1991 VA, L.L.C.
- 1528. CVS 20 MA, L.L.C.
- 1529. CVS 2003 VA, L.L.C.
- 1530. CVS 2004 VA, L.L.C.
- 1531. CVS 2019 VA, L.L.C.
- 1532. CVS 2033 MD, L.L.C.
- 1533. CVS 2048 RI, L.L.C.
- 1534. CVS 205 SC, L.L.C.
- 1535. CVS 2065 RI, L.L.C.
- 1536. CVS 2105 GA, L.L.C.
- 1537. CVS 211 MI, L.L.C.
- 1538. CVS 2148 WV, L.L.C.
- 1539. CVS 2212 GA, L.L.C.
- 1540. CVS 2214 WI, L.L.C.
- 1541. CVS 2276 MN, L.L.C.
- 1542. CVS 2315 VA, L.L.C.
- 1543. CVS 232 NY, L.L.C.
- 1544. CVS 2386 TN, L.L.C.
- 1545. CVS 244 MD, L.L.C.
- 1546. CVS 2446 SC, L.L.C.
- 1547. CVS 2489 OK, L.L.C.
- 1548. CVS 249 First Avenue, L.L.C.
- 1549. CVS 2497 SC, L.L.C.
- 1550. CVS 2512 OK, L.L.C.
- 1551. CVS 2522 Baltimore, L.L.C.
- 1552. CVS 2538 NC, L.L.C.
- 1553. CVS 2544 GA, L.L.C.
- 1554. CVS 2544 Peachtree, L.L.C.
- 1555. CVS 2545 CT, L.L.C.
- 1556. CVS 2548 NC, L.L.C.
- 1557. CVS 2555 SC, L.L.C.
- 1558. CVS 2593 GA, L.L.C.
- 1559. CVS 264 NJ, L.L.C.
- 1560. CVS 266 LA, L.L.C.
- 1561. CVS 26th Street, L.L.C.
- 1562. CVS 2721 NY, L.L.C.
- 1563. CVS 2723 NJ, L.L.C.
- 1564. CVS 2731 Clearwater, L.L.C.
- 1565. CVS 2732 Hollywood, L.L.C.
- 1566. CVS 2747 FL, L.L.C.
- 1567. CVS 2758 Margate, L.L.C.
- 1568. CVS 2759 St. Petersburg, L.L.C.
- 1569. CVS 2760 Tampa, L.L.C.
- 1570. CVS 2767 Pinellas Park, L.L.C.
- 1571. CVS 2776 VA, L.L.C.
- 1572. CVS 2786 IL, L.L.C.
- 1573. CVS 2788 Buffalo Grove, L.L.C.
- 1574. CVS 2790 Evergreen, L.L.C.

1575. CVS 2797 Niles, L.L.C.
1576. CVS 2798 Chicago, L.L.C.
1577. CVS 2799 Mt. Prospect, L.L.C.
1578. CVS 2803 Tampa, L.L.C.
1579. CVS 2805 Lauderhill, L.L.C.
1580. CVS 2806 Orlando, L.L.C.
1581. CVS 2809 IL, L.L.C.
1582. CVS 2825 Brandon, L.L.C.
1583. CVS 2827 Hillside, L.L.C.
1584. CVS 2829 FL, L.L.C.
1585. CVS 2842 Palm Harbor, L.L.C.
1586. CVS 2844 Chicago, L.L.C.
1587. CVS 2846 Chicago, L.L.C.
1588. CVS 2863 Rolling Meadows, L.L.C.
1589. CVS 2868 Tinton Falls, L.L.C.
1590. CVS 2873 St. Petersburg, L.L.C.
1591. CVS 2874 Clearwater, L.L.C.
1592. CVS 2875 Tampa, L.L.C.
1593. CVS 2881 Randolph, L.L.C.
1594. CVS 2893 Miami, L.L.C.
1595. CVS 2895 Miami, L.L.C.
1596. CVS 2898 Tampa, L.L.C.
1597. CVS 28th and Eastern, Inc.
1598. CVS 2901 Waukegan, L.L.C.
1599. CVS 2903 Downers Grove, L.L.C.
1600. CVS 2904 FL, L.L.C.
1601. CVS 2935 IL, L.L.C.
1602. CVS 2936 Joliet, L.L.C.
1603. CVS 2942 Chicago, L.L.C.
1604. CVS 2948 Henderson, L.L.C.
1605. CVS 2949 East Hanover, L.L.C.
1606. CVS 2964 Maineville, L.L.C.
1607. CVS 2966 FL, L.L.C.
1608. CVS 2972 Philadelphia, L.L.C.
1609. CVS 2974 MD, L.L.C.
1610. CVS 2976 General, Inc.
1611. CVS 2977 General, Inc.
1612. CVS 2979 General, Inc.
1613. CVS 2986 Lincoln Drive, L.L.C.
1614. CVS 2987 Lincoln Park, L.L.C.
1615. CVS 2987 NJ, L.L.C.
1616. CVS 2988 General, Inc.
1617. CVS 2989 Las Vegas, L.L.C.
1618. CVS 2990 Las Vegas, L.L.C.
1619. CVS 2991 General, Inc.
1620. CVS 3005 General, Inc.
1621. CVS 3006 General, Inc.
1622. CVS 3007 General, Inc.
1623. CVS 301 MA, L.L.C.
1624. CVS 3010 Setauket, L.L.C.
1625. CVS 3038 DE, L.L.C.
1626. CVS 304 FL, L.L.C.
1627. CVS 3042 DE, L.L.C.
1628. CVS 3048 VA, L.L.C.
1629. CVS 3052 VA, L.L.C.
1630. CVS 3082 GA, L.L.C.
1631. CVS 3086 GA, L.L.C.
1632. CVS 3088 OH, L.L.C.
1633. CVS 3114 FL, L.L.C.
1634. CVS 3121 FL, L.L.C.
1635. CVS 3126 FL, L.L.C.
1636. CVS 3134 General, Inc.
1637. CVS 3136 North Arlington, L.L.C.
1638. CVS 3140 Torresdale, L.L.C.
1639. CVS 3143 Chandler, L.L.C.
1640. CVS 316 MA, L.L.C.
1641. CVS 3163 IL, L.L.C.
1642. CVS 3163 Oak Park, L.L.C.
1643. CVS 317 NC, L.L.C.
1644. CVS 3172 Las Vegas, L.L.C.
1645. CVS 3173 General, Inc.
1646. CVS 3176 General, Inc.
1647. CVS 3177 General, Inc.
1648. CVS 3178 General, Inc.
1649. CVS 3180 General, Inc.
1650. CVS 3181 General, Inc.
1651. CVS 3186 WV, L.L.C.
1652. CVS 3190 General, Inc.
1653. CVS 31st Street Astoria, L.L.C.
1654. CVS 320 Fifth Avenue, L.L.C.
1655. CVS 320 NJ, L.L.C.
1656. CVS 3200 General, Inc.
1657. CVS 3205 MN, L.L.C.
1658. CVS 3207 General, Inc.
1659. CVS 3210 Las Vegas, L.L.C.

1660. CVS 3226 FL, L.L.C.	1703. CVS 3457 OH, L.L.C.
1661. CVS 3227 FL, L.L.C.	1704. CVS 3460 VA, L.L.C.
1662. CVS 3231 DE, L.L.C.	1705. CVS 3468 OH, L.L.C.
1663. CVS 3231 FL, L.L.C.	1706. CVS 3471 OH, L.L.C.
1664. CVS 3232 NC, L.L.C.	1707. CVS 3472 OH, L.L.C.
1665. CVS 3245 FL, L.L.C.	1708. CVS 3474 OH, L.L.C.
1666. CVS 3249 FL, L.L.C.	1709. CVS 3475 WV, L.L.C.
1667. CVS 3250 FL, L.L.C.	1710. CVS 3492 Orlando, L.L.C.
1668. CVS 3257 FL, L.L.C.	1711. CVS 3502 VA, L.L.C.
1669. CVS 326 RI, L.L.C.	1712. CVS 3503 VA, L.L.C.
1670. CVS 3264 Phoenix, L.L.C.	1713. CVS 3515 VA, L.L.C.
1671. CVS 3268 Gilbert, L.L.C.	1714. CVS 3519 FL, L.L.C.
1672. CVS 3269 FL, L.L.C.	1715. CVS 352 MD, L.L.C.
1673. CVS 3271 FL, L.L.C.	1716. CVS 3521 VA, L.L.C.
1674. CVS 3274 FL, L.L.C.	1717. CVS 3527 NC, L.L.C.
1675. CVS 3285 FL, L.L.C.	1718. CVS 3537 SC, L.L.C.
1676. CVS 3292 General, Inc.	1719. CVS 3543 SC, L.L.C.
1677. CVS 3295 General, Inc.	1720. CVS 3558 NV, L.L.C.
1678. CVS 3301 OH, L.L.C.	1721. CVS 3560 SC, L.L.C.
1679. CVS 3318 FL, L.L.C.	1722. CVS 3563 NC, L.L.C.
1680. CVS 3320 OH, L.L.C.	1723. CVS 3569 NC, L.L.C.
1681. CVS 3321 OH, L.L.C.	1724. CVS 3574 NC, L.L.C.
1682. CVS 3336 VA, L.L.C.	1725. CVS 3591 FL, L.L.C.
1683. CVS 3338 OH, L.L.C.	1726. CVS 3593 NC, L.L.C.
1684. CVS 3340 OH, L.L.C.	1727. CVS 3597 SC, L.L.C.
1685. CVS 3343 OH, L.L.C.	1728. CVS 3617 Forks Township, L.L.C.
1686. CVS 3346 OH, L.L.C.	1729. CVS 3625 AZ, L.L.C.
1687. CVS 3348 GA, L.L.C.	1730. CVS 3625 Phoenix, L.L.C.
1688. CVS 3350 MN, L.L.C.	1731. CVS 3643 NC, L.L.C.
1689. CVS 3353 OH, L.L.C.	1732. CVS 3652 FL, L.L.C.
1690. CVS 3356 OH, L.L.C.	1733. CVS 3661 FL, L.L.C.
1691. CVS 3380 SC, L.L.C.	1734. CVS 3663 FL, L.L.C.
1692. CVS 3381 OH, L.L.C.	1735. CVS 3667 FL, L.L.C.
1693. CVS 3395 FL, L.L.C.	1736. CVS 3671 FL, L.L.C.
1694. CVS 3396 VA, L.L.C.	1737. CVS 3693 General, Inc.
1695. CVS 3397 VA, L.L.C.	1738. CVS 3699 General, Inc.
1696. CVS 3407 OH, L.L.C.	1739. CVS 3701 General, Inc.
1697. CVS 3416 OH, L.L.C.	1740. CVS 3702 General, Inc.
1698. CVS 3418 FL, L.L.C.	1741. CVS 3707 General, Inc.
1699. CVS 3432 OH, L.L.C.	1742. CVS 3708 General, Inc.
1700. CVS 3435 NC, L.L.C.	1743. CVS 3711 NC, L.L.C.
1701. CVS 3436 Mesa, L.L.C.	1744. CVS 3718 General, Inc.
1702. CVS 3452 OH, L.L.C.	1745. CVS 3722 FL, L.L.C.

1746. CVS 3724 General, Inc.	1789. CVS 3980 OH, L.L.C.
1747. CVS 3728 TN, L.L.C.	1790. CVS 3987 NC, L.L.C.
1748. CVS 373 MA, L.L.C.	1791. CVS 3988 NC, L.L.C.
1749. CVS 3743 TN, L.L.C.	1792. CVS 4005 FL, L.L.C.
1750. CVS 3745 Peoria, L.L.C.	1793. CVS 4009 FL, L.L.C.
1751. CVS 3749 AZ, L.L.C.	1794. CVS 4015 FL, L.L.C.
1752. CVS 3749 Goodyear, L.L.C.	1795. CVS 4016 MA, L.L.C.
1753. CVS 3753 FL, L.L.C.	1796. CVS 4025 FL, L.L.C.
1754. CVS 3755 St. Petersburg, L.L.C.	1797. CVS 4073 MA, L.L.C.
1755. CVS 3760 GA, L.L.C.	1798. CVS 4083 Largo, L.L.C.
1756. CVS 3762 TN, L.L.C.	1799. CVS 4099 FL, L.L.C.
1757. CVS 3766 Dacula, L.L.C.	1800. CVS 410 FL, L.L.C.
1758. CVS 3767 GA, L.L.C.	1801. CVS 4110 TN, L.L.C.
1759. CVS 3769, L.L.C.	1802. CVS 4135 NC, L.L.C.
1760. CVS 3771 GA, L.L.C.	1803. CVS 4139 FL, L.L.C.
1761. CVS 3778 GA, L.L.C.	1804. CVS 4143 MA, L.L.C.
1762. CVS 3791 TN, L.L.C.	1805. CVS 4146 FL, L.L.C.
1763. CVS 3805 SC, L.L.C.	1806. CVS 4153 SC, L.L.C.
1764. CVS 3818 FL, L.L.C.	1807. CVS 4155 FL, L.L.C.
1765. CVS 3821 SC, L.L.C.	1808. CVS 4164 GA, L.L.C.
1766. CVS 3831 NC, L.L.C.	1809. CVS 4175 VA, L.L.C.
1767. CVS 3833 NC, L.L.C.	1810. CVS 4176 NC, L.L.C.
1768. CVS 3850 SC, L.L.C.	1811. CVS 4178 GA, L.L.C.
1769. CVS 386 TN, L.L.C.	1812. CVS 4194 VA, L.L.C.
1770. CVS 3861 SC, L.L.C.	1813. CVS 4203 GA, L.L.C.
1771. CVS 3863 SC, L.L.C.	1814. CVS 4206 GA, L.L.C.
1772. CVS 3869 SC, L.L.C.	1815. CVS 421 FL, L.L.C.
1773. CVS 3874 GA, L.L.C.	1816. CVS 4220 MD, L.L.C.
1774. CVS 3892 SC, L.L.C.	1817. CVS 4225 MD, L.L.C.
1775. CVS 3893 VA, L.L.C.	1818. CVS 4226 FL, L.L.C.
1776. CVS 3895 NC, L.L.C.	1819. CVS 4237 VA, L.L.C.
1777. CVS 3897 General, Inc.	1820. CVS 4240 TN, L.L.C.
1778. CVS 3900 General, Inc.	1821. CVS 4244 WV, L.L.C.
1779. CVS 3919 FL, L.L.C.	1822. CVS 4251 GA, L.L.C.
1780. CVS 3921 FL, L.L.C.	1823. CVS 4255 GA, L.L.C.
1781. CVS 3922 VA, L.L.C.	1824. CVS 4262 IL, L.L.C.
1782. CVS 3923 FL, L.L.C.	1825. CVS 4269 Geneva, L.L.C.
1783. CVS 3949 VA, L.L.C.	1826. CVS 427 NC, L.L.C.
1784. CVS 3965 AZ, L.L.C.	1827. CVS 4272 General, Inc.
1785. CVS 3965 Chandler, L.L.C.	1828. CVS 4278 General, Inc.
1786. CVS 3967 AZ, L.L.C.	1829. CVS 4284 NC, L.L.C.
1787. CVS 397 RI, L.L.C.	1830. CVS 4285 VA, L.L.C.
1788. CVS 3973 NC, L.L.C.	1831. CVS 4290 NC, L.L.C.

1832. CVS 4292 VA, L.L.C.	1875. CVS 4540 GA, L.L.C.
1833. CVS 4293 NC, L.L.C.	1876. CVS 4544 RI, L.L.C.
1834. CVS 4297 NC, L.L.C.	1877. CVS 4545 GA, L.L.C.
1835. CVS 4298 NC, L.L.C.	1878. CVS 4551 OH, L.L.C.
1836. CVS 4300 OH, L.L.C.	1879. CVS 4556 GA, L.L.C.
1837. CVS 4307 General, Inc.	1880. CVS 4564 GA, L.L.C.
1838. CVS 433 MA, L.L.C.	1881. CVS 4565 GA, L.L.C.
1839. CVS 4331 OH, L.L.C.	1882. CVS 4567 GA, L.L.C.
1840. CVS 4335 VA, L.L.C.	1883. CVS 4569 GA, L.L.C.
1841. CVS 4337 GA, L.L.C.	1884. CVS 4571 GA, L.L.C.
1842. CVS 4363 VA, L.L.C.	1885. CVS 4572 OH, L.L.C.
1843. CVS 4365 TN, L.L.C.	1886. CVS 4573 MN, L.L.C.
1844. CVS 4366 OH, L.L.C.	1887. CVS 4576 GA, L.L.C.
1845. CVS 4371 MD, L.L.C.	1888. CVS 4578 MN, L.L.C.
1846. CVS 4374 NC, L.L.C.	1889. CVS 4579 GA, L.L.C.
1847. CVS 4379 NC, L.L.C.	1890. CVS 4582 GA, L.L.C.
1848. CVS 4380 WI, L.L.C.	1891. CVS 4583 GA, L.L.C.
1849. CVS 4383 General, Inc.	1892. CVS 4589 GA, L.L.C.
1850. CVS 4397 General, Inc.	1893. CVS 4593 GA, L.L.C.
1851. CVS 4404 GA, L.L.C.	1894. CVS 4600 GA, L.L.C.
1852. CVS 4415 FL, L.L.C.	1895. CVS 4603 GA, L.L.C.
1853. CVS 4419 WV, L.L.C.	1896. CVS 4605 OH, L.L.C.
1854. CVS 4421 TN, L.L.C.	1897. CVS 4620 NC, L.L.C.
1855. CVS 4424 GA, L.L.C.	1898. CVS 4628 SC, L.L.C.
1856. CVS 4427 General, Inc.	1899. CVS 4629 FL, L.L.C.
1857. CVS 4428 TN, L.L.C.	1900. CVS 4631 MI, L.L.C.
1858. CVS 4444 NC, L.L.C.	1901. CVS 4639 FL, L.L.C.
1859. CVS 4456 General, Inc.	1902. CVS 4668 GA, L.L.C.
1860. CVS 4458 FL, L.L.C.	1903. CVS 4669 GA, L.L.C.
1861. CVS 447 MA, L.L.C.	1904. CVS 467 AL, L.L.C.
1862. CVS 4474 General, Inc.	1905. CVS 4672 GA, L.L.C.
1863. CVS 4480 FL, L.L.C.	1906. CVS 4678 GA, L.L.C.
1864. CVS 4485 FL, L.L.C.	1907. CVS 4695 GA, L.L.C.
1865. CVS 449 MA, L.L.C.	1908. CVS 47 MS, L.L.C.
1866. CVS 4506 GA, L.L.C.	1909. CVS 4706 General, Inc.
1867. CVS 4514 GA, L.L.C.	1910. CVS 4721 GA, L.L.C.
1868. CVS 4519 MS, L.L.C.	1911. CVS 4738 FL, L.L.C.
1869. CVS 452 MD, L.L.C.	1912. CVS 4765 GA, L.L.C.
1870. CVS 4523 SC, L.L.C.	1913. CVS 4767 AL, L.L.C.
1871. CVS 4532 GA, L.L.C.	1914. CVS 4769 FL, L.L.C.
1872. CVS 4533 TN, L.L.C.	1915. CVS 4769 SC, L.L.C.
1873. CVS 4534 GA, L.L.C.	1916. CVS 4772 East Vincent, L.L.C.
1874. CVS 4536 MS, L.L.C.	1917. CVS 4773 Gilbertsville, L.L.C.

1918. CVS 4777 General, Inc.	1961. CVS 4944 AL, L.L.C.
1919. CVS 4778 IL, L.L.C.	1962. CVS 4946 AL, L.L.C.
1920. CVS 4784 NV, L.L.C.	1963. CVS 4947 AL, L.L.C.
1921. CVS 4785 FL, L.L.C.	1964. CVS 4948 AL, L.L.C.
1922. CVS 4794 General, Inc.	1965. CVS 4960 AL, L.L.C.
1923. CVS 4795 AZ, L.L.C.	1966. CVS 4976 AL, L.L.C.
1924. CVS 4797 FL, L.L.C.	1967. CVS 4977 IL, L.L.C.
1925. CVS 4803 OH, L.L.C.	1968. CVS 4978 IL, L.L.C.
1926. CVS 4807 OH, L.L.C.	1969. CVS 4981 IL, L.L.C.
1927. CVS 4811 OH, L.L.C.	1970. CVS 4981 MA, L.L.C.
1928. CVS 4822 AL, L.L.C.	1971. CVS 4982 IN, L.L.C.
1929. CVS 4823 AL, L.L.C.	1972. CVS 4983 General, Inc.
1930. CVS 4826 AL, L.L.C.	1973. CVS 4985 General, Inc.
1931. CVS 4832 AL, L.L.C.	1974. CVS 4987 FL, L.L.C.
1932. CVS 4833 AL, L.L.C.	1975. CVS 4989 FL, L.L.C.
1933. CVS 4834 AL, L.L.C.	1976. CVS 4990 TN, L.L.C.
1934. CVS 4838 AL, L.L.C.	1977. CVS 4992 TN, L.L.C.
1935. CVS 4840 AL, L.L.C.	1978. CVS 4993 FL, L.L.C.
1936. CVS 4842 AL, L.L.C.	1979. CVS 4993 MS, L.L.C.
1937. CVS 4843 AL, L.L.C.	1980. CVS 4994 Miami, L.L.C.
1938. CVS 4846 NC, L.L.C.	1981. CVS 4995 IL, L.L.C.
1939. CVS 4847 AL, L.L.C.	1982. CVS 4996 WI, L.L.C.
1940. CVS 4853 AL, L.L.C.	1983. CVS 4997 FL, L.L.C.
1941. CVS 4854 AL, L.L.C.	1984. CVS 4998 Melbourne, L.L.C.
1942. CVS 4855 AL, L.L.C.	1985. CVS 4999 Suntree, L.L.C.
1943. CVS 4858 AL, L.L.C.	1986. CVS 5004 FL, L.L.C.
1944. CVS 4861 AL, L.L.C.	1987. CVS 5006 FL, L.L.C.
1945. CVS 4863 AL, L.L.C.	1988. CVS 5012 CA, L.L.C.
1946. CVS 4866 AL, L.L.C.	1989. CVS 5018 TN, L.L.C.
1947. CVS 4882 AL, L.L.C.	1990. CVS 5021 VA, L.L.C.
1948. CVS 4888 AL, L.L.C.	1991. CVS 5029 AZ, L.L.C.
1949. CVS 4889 AL, L.L.C.	1992. CVS 5041 FL, L.L.C.
1950. CVS 4893 AL, L.L.C.	1993. CVS 5044 SC, L.L.C.
1951. CVS 4896 OK, L.L.C.	1994. CVS 506 NJ, L.L.C.
1952. CVS 4900 AL, L.L.C.	1995. CVS 5060 OH, L.L.C.
1953. CVS 4902 AL, L.L.C.	1996. CVS 5089 NY, L.L.C.
1954. CVS 4905 AL, L.L.C.	1997. CVS 5111 FL, L.L.C.
1955. CVS 4921 DE, L.L.C.	1998. CVS 5112 FL, L.L.C.
1956. CVS 4925 AL, L.L.C.	1999. CVS 5113 NV, L.L.C.
1957. CVS 4931 AL, L.L.C.	2000. CVS 5116 FL, L.L.C.
1958. CVS 4936 AL, L.L.C.	2001. CVS 5122 FL, L.L.C.
1959. CVS 4938 AL, L.L.C.	2002. CVS 5127 FL, L.L.C.
1960. CVS 4941 AL, L.L.C.	2003. CVS 5128 NJ, L.L.C.

2004. CVS 5131 AZ, L.L.C.	2047. CVS 5384 NC, L.L.C.
2005. CVS 5144 NV, L.L.C.	2048. CVS 5388 General, Inc.
2006. CVS 5146 FL, L.L.C.	2049. CVS 5396 LA, L.L.C.
2007. CVS 516 VA, L.L.C.	2050. CVS 540 Amsterdam Avenue, L.L.C.
2008. CVS 5165 FL, L.L.C.	2051. CVS 5413 AL, L.L.C.
2009. CVS 5168 MS, L.L.C.	2052. CVS 5418 GA, L.L.C.
2010. CVS 5172 FL, L.L.C.	2053. CVS 5419 SC, L.L.C.
2011. CVS 5177 FL, L.L.C.	2054. CVS 5420 NC, L.L.C.
2012. CVS 5180 FL, L.L.C.	2055. CVS 5425 OH, L.L.C.
2013. CVS 5182 FL, L.L.C.	2056. CVS 5426 OH, L.L.C.
2014. CVS 5206 IN, L.L.C.	2057. CVS 5432 LA, L.L.C.
2015. CVS 5213 IL, L.L.C.	2058. CVS 5439 FL, L.L.C.
2016. CVS 5225 General, Inc.	2059. CVS 5444 GA, L.L.C.
2017. CVS 5255 General, Inc.	2060. CVS 5444 General, Inc.
2018. CVS 5258 General, Inc.	2061. CVS 5448 FL, L.L.C.
2019. CVS 5259 General, Inc.	2062. CVS 5457 OH, L.L.C.
2020. CVS 5260 General, Inc.	2063. CVS 5458 OH, L.L.C.
2021. CVS 5267 General, Inc.	2064. CVS 5460 MD, L.L.C.
2022. CVS 5269 General, Inc.	2065. CVS 5461 NJ, L.L.C.
2023. CVS 5271 KS, L.L.C.	2066. CVS 5466 FL, L.L.C.
2024. CVS 5273 General, Inc.	2067. CVS 5466 IL, L.L.C.
2025. CVS 5278 LA, L.L.C.	2068. CVS 5467 IL, L.L.C.
2026. CVS 5282 LA, L.L.C.	2069. CVS 5467 VA, L.L.C.
2027. CVS 5286 NV, L.L.C.	2070. CVS 5468 FL, L.L.C.
2028. CVS 5294 LA, L.L.C.	2071. CVS 5469 LA, L.L.C.
2029. CVS 530 NY, L.L.C.	2072. CVS 5472 MN, L.L.C.
2030. CVS 5306 LA, L.L.C.	2073. CVS 5476 SC, L.L.C.
2031. CVS 5320 General, Inc.	2074. CVS 5477 AZ, L.L.C.
2032. CVS 5323 LA, L.L.C.	2075. CVS 5488 FL, L.L.C.
2033. CVS 5325 LA, L.L.C.	2076. CVS 5492 MN, L.L.C.
2034. CVS 5328 General, Inc.	2077. CVS 5501 VA, L.L.C.
2035. CVS 5339 General, Inc.	2078. CVS 5507 VA, L.L.C.
2036. CVS 5346 General, Inc.	2079. CVS 5523 GA, L.L.C.
2037. CVS 5347 General, Inc.	2080. CVS 5535 WI, L.L.C.
2038. CVS 5352 GA, L.L.C.	2081. CVS 5536 SC, L.L.C.
2039. CVS 5353 GA, L.L.C.	2082. CVS 5537 NC, L.L.C.
2040. CVS 5354 LA, L.L.C.	2083. CVS 5542 SC, L.L.C.
2041. CVS 5355 GA, L.L.C.	2084. CVS 5544 LA, L.L.C.
2042. CVS 5356 GA, L.L.C.	2085. CVS 5545 NC, L.L.C.
2043. CVS 5374 LA, L.L.C.	2086. CVS 5548 SC, L.L.C.
2044. CVS 5375 FL, L.L.C.	2087. CVS 5552 SC, L.L.C.
2045. CVS 5379 NC, L.L.C.	2088. CVS 5554 LA, L.L.C.
2046. CVS 5382 IL, L.L.C.	

2089. CVS 5555 SC, L.L.C.	2132. CVS 5690 General, Inc.
2090. CVS 5565 NC, L.L.C.	2133. CVS 5694 TN, L.L.C.
2091. CVS 5568 NC, L.L.C.	2134. CVS 5695 General, Inc.
2092. CVS 5575 SC, L.L.C.	2135. CVS 5696 General, Inc.
2093. CVS 5577 NC, L.L.C.	2136. CVS 5702 General, Inc.
2094. CVS 5582 VA, L.L.C.	2137. CVS 5704 GA, L.L.C.
2095. CVS 5585 NC, L.L.C.	2138. CVS 5718 General, Inc.
2096. CVS 5586 NC, L.L.C.	2139. CVS 5729 VA, L.L.C.
2097. CVS 5589 FL, L.L.C.	2140. CVS 5736 VA, L.L.C.
2098. CVS 5592 NC, L.L.C.	2141. CVS 5740 MS, L.L.C.
2099. CVS 5594 NC, L.L.C.	2142. CVS 5750 VA, L.L.C.
2100. CVS 5595 NC, L.L.C.	2143. CVS 5758 IL, L.L.C.
2101. CVS 5598 SC, L.L.C.	2144. CVS 5767 NJ, L.L.C.
2102. CVS 5599 LA, L.L.C.	2145. CVS 5769 IL, L.L.C.
2103. CVS 56 FL, L.L.C.	2146. CVS 5774 IL, L.L.C.
2104. CVS 5604 MS, L.L.C.	2147. CVS 5777 MS, L.L.C.
2105. CVS 5606 GA, L.L.C.	2148. CVS 5779 AZ, L.L.C.
2106. CVS 5608 GA, L.L.C.	2149. CVS 5781 IN, L.L.C.
2107. CVS 5612 LA, L.L.C.	2150. CVS 5782 FL, L.L.C.
2108. CVS 5613 GA, L.L.C.	2151. CVS 5783 IL, L.L.C.
2109. CVS 5616 MN, L.L.C.	2152. CVS 5784 FL, L.L.C.
2110. CVS 5617 LA, L.L.C.	2153. CVS 5785 FL, L.L.C.
2111. CVS 5618 GA, L.L.C.	2154. CVS 5786 FL, L.L.C.
2112. CVS 5622 GA, L.L.C.	2155. CVS 5790 VA, L.L.C.
2113. CVS 5625 MO, L.L.C.	2156. CVS 5791 AZ, L.L.C.
2114. CVS 5626 GA, L.L.C.	2157. CVS 5792 NV, L.L.C.
2115. CVS 5631 GA, L.L.C.	2158. CVS 5793 AZ, L.L.C.
2116. CVS 5657 General, Inc.	2159. CVS 5794 AZ, L.L.C.
2117. CVS 5660 FL, L.L.C.	2160. CVS 5797 IL, L.L.C.
2118. CVS 5662 General, Inc.	2161. CVS 5799 General, Inc.
2119. CVS 5666 OH, L.L.C.	2162. CVS 5800 General, Inc.
2120. CVS 5667 General, Inc.	2163. CVS 5801 MS, L.L.C.
2121. CVS 5668 TN, L.L.C.	2164. CVS 5802 VA, L.L.C.
2122. CVS 5669 General, Inc.	2165. CVS 5804 General, Inc.
2123. CVS 5670 General, Inc.	2166. CVS 5805 General, Inc.
2124. CVS 5674 FL, L.L.C.	2167. CVS 5807 General, Inc.
2125. CVS 5676 General, Inc.	2168. CVS 5811 NV, L.L.C.
2126. CVS 5677 IL, L.L.C.	2169. CVS 5812 AZ, L.L.C.
2127. CVS 5680 GA, L.L.C.	2170. CVS 5814 AZ, L.L.C.
2128. CVS 5683 GA, L.L.C.	2171. CVS 5815 FL, L.L.C.
2129. CVS 5684 GA, L.L.C.	2172. CVS 5816 FL, L.L.C.
2130. CVS 5685 General, Inc.	2173. CVS 582 MA, L.L.C.
2131. CVS 5689 General, Inc.	2174. CVS 5821 FL, L.L.C.

2175. CVS 5822 IL, L.L.C.	2218. CVS 5894 General, Inc.
2176. CVS 5828 CA, L.L.C.	2219. CVS 5895 General, Inc.
2177. CVS 5829 IL, L.L.C.	2220. CVS 5896 General, Inc.
2178. CVS 5831 NJ, L.L.C.	2221. CVS 5897 FL, L.L.C.
2179. CVS 5832 FL, L.L.C.	2222. CVS 5899 FL, L.L.C.
2180. CVS 5833 General, Inc.	2223. CVS 590 RI, L.L.C.
2181. CVS 5835 MS, L.L.C.	2224. CVS 5901 FL, L.L.C.
2182. CVS 5838 General, Inc.	2225. CVS 5906 General, Inc.
2183. CVS 5839 General, Inc.	2226. CVS 5907 General, Inc.
2184. CVS 5840 General, Inc.	2227. CVS 5909 MD, L.L.C.
2185. CVS 5843 General, Inc.	2228. CVS 5910 General, Inc.
2186. CVS 5844 General, Inc.	2229. CVS 5912 FL, L.L.C.
2187. CVS 5849 AZ, L.L.C.	2230. CVS 5914 IL, L.L.C.
2188. CVS 585 AL, L.L.C.	2231. CVS 5915 IL, L.L.C.
2189. CVS 5850 MS, L.L.C.	2232. CVS 5917 FL, L.L.C.
2190. CVS 5851 IL, L.L.C.	2233. CVS 5919 FL, L.L.C.
2191. CVS 5852 FL, L.L.C.	2234. CVS 5928 VA, L.L.C.
2192. CVS 5853 FL, L.L.C.	2235. CVS 5929 FL, L.L.C.
2193. CVS 5854 FL, L.L.C.	2236. CVS 5930 FL, L.L.C.
2194. CVS 5856 FL, L.L.C.	2237. CVS 5931 AZ, L.L.C.
2195. CVS 5856 MA, L.L.C.	2238. CVS 5934 AZ, L.L.C.
2196. CVS 5857 FL, L.L.C.	2239. CVS 5940 NV, L.L.C.
2197. CVS 5859 FL, L.L.C.	2240. CVS 5942 NV, L.L.C.
2198. CVS 5864 FL, L.L.C.	2241. CVS 5961 WV, L.L.C.
2199. CVS 5867 NJ, L.L.C.	2242. CVS 5962 General, Inc.
2200. CVS 5869 General, Inc.	2243. CVS 5963 General, Inc.
2201. CVS 5870 MS, L.L.C.	2244. CVS 5964 General, Inc.
2202. CVS 5872 NJ, L.L.C.	2245. CVS 5965 General, Inc.
2203. CVS 5875 MD, L.L.C.	2246. CVS 5966 General, Inc.
2204. CVS 5877 General, Inc.	2247. CVS 5968 General, Inc.
2205. CVS 5878 MS, L.L.C.	2248. CVS 5969 General, Inc.
2206. CVS 5880 General, Inc.	2249. CVS 5970 General, Inc.
2207. CVS 5881 General, Inc.	2250. CVS 5971 General, Inc.
2208. CVS 5882 General, Inc.	2251. CVS 5972 General, Inc.
2209. CVS 5883 MS, L.L.C.	2252. CVS 5975 FL, L.L.C.
2210. CVS 5884 General, Inc.	2253. CVS 5976 General, Inc.
2211. CVS 5886 NC, L.L.C.	2254. CVS 5977 General, Inc.
2212. CVS 5887 General, Inc.	2255. CVS 5979 IL, L.L.C.
2213. CVS 5889 CA, L.L.C.	2256. CVS 5981 General, Inc.
2214. CVS 5890 AZ, L.L.C.	2257. CVS 5982 General, Inc.
2215. CVS 5891 AZ, L.L.C.	2258. CVS 5986 VA, L.L.C.
2216. CVS 5892 AZ, L.L.C.	2259. CVS 6000 General, Inc.
2217. CVS 5893 AZ, L.L.C.	2260. CVS 6001 General, Inc.

2261. CVS 6002 General, Inc.	2304. CVS 6305 WV, L.L.C.
2262. CVS 6004 OK, L.L.C.	2305. CVS 6306 WV, L.L.C.
2263. CVS 6005 General, Inc.	2306. CVS 6307 WV, L.L.C.
2264. CVS 6007 FL, L.L.C.	2307. CVS 6312 WV, L.L.C.
2265. CVS 6009 OK, L.L.C.	2308. CVS 632 MA, L.L.C.
2266. CVS 6012 GA, L.L.C.	2309. CVS 6322 VA, L.L.C.
2267. CVS 6013 AL, L.L.C.	2310. CVS 6329 VA, L.L.C.
2268. CVS 6017 AL, L.L.C.	2311. CVS 6335 KY, L.L.C.
2269. CVS 6019 FL, L.L.C.	2312. CVS 6337 KY, L.L.C.
2270. CVS 6022 OK, L.L.C.	2313. CVS 6339 KY, L.L.C.
2271. CVS 6024 OK, L.L.C.	2314. CVS 6342 KY, L.L.C.
2272. CVS 6044 TN, L.L.C.	2315. CVS 6346 KY, L.L.C.
2273. CVS 6073 NJ, L.L.C.	2316. CVS 6348 KY, L.L.C.
2274. CVS 6075 NJ, L.L.C.	2317. CVS 6349 OH, L.L.C.
2275. CVS 6089 OH, L.L.C.	2318. CVS 6350 WV, L.L.C.
2276. CVS 6098 Wilmington OH, L.L.C.	2319. CVS 6363 TN, L.L.C.
2277. CVS 6098, L.L.C.	2320. CVS 6384 KY, L.L.C.
2278. CVS 6105 OH, L.L.C.	2321. CVS 6386 IL, L.L.C.
2279. CVS 6116 KY, L.L.C.	2322. CVS 6388 IL, L.L.C.
2280. CVS 612 MA, L.L.C.	2323. CVS 6395 TN, L.L.C.
2281. CVS 6135 NJ, L.L.C.	2324. CVS 6400 TN, L.L.C.
2282. CVS 6137 OH, L.L.C.	2325. CVS 6403 VA, L.L.C.
2283. CVS 6139 OH, L.L.C.	2326. CVS 6413 TN, L.L.C.
2284. CVS 6142 OK, L.L.C.	2327. CVS 6415 TN, L.L.C.
2285. CVS 6146 VA, L.L.C.	2328. CVS 6423, L.L.C.
2286. CVS 6153 OH, L.L.C.	2329. CVS 6429 TN, L.L.C.
2287. CVS 6155 OH, L.L.C.	2330. CVS 6433, L.L.C.
2288. CVS 6164 OH, L.L.C.	2331. CVS 646 FL, L.L.C.
2289. CVS 6171 OH, L.L.C.	2332. CVS 6487 IN, L.L.C.
2290. CVS 620 ME, L.L.C.	2333. CVS 6495 IN, L.L.C.
2291. CVS 6201 MN, L.L.C.	2334. CVS 6497 IL, L.L.C.
2292. CVS 6222 OK, L.L.C.	2335. CVS 6507 MN, L.L.C.
2293. CVS 6224 OK, L.L.C..	2336. CVS 6517 IN, L.L.C.
2294. CVS 6230 OK, L.L.C.	2337. CVS 652 FL, L.L.C.
2295. CVS 6233 OK, L.L.C.	2338. CVS 6525 IN, L.L.C.
2296. CVS 6237 OH, L.L.C.	2339. CVS 657 MA, L.L.C.
2297. CVS 6244 KY, L.L.C.	2340. CVS 6572 IN. II, L.L.C.
2298. CVS 6267 TN, L.L.C.	2341. CVS 6572 IN., L.L.C.
2299. CVS 6268 OH, L.L.C.	2342. CVS 6585 IN, L.L.C.
2300. CVS 6271 OH, L.L.C.	2343. CVS 6608 New Palestine, L.L.C.
2301. CVS 6283 VA, L.L.C.	2344. CVS 6610 IN, L.L.C.
2302. CVS 6296 VA, L.L.C.	2345. CVS 6628 TN, L.L.C.
2303. CVS 6304 TN, L.L.C.	2346. CVS 6633 NC, L.L.C.

2347. CVS 6652 IN, L.L.C.	2390. CVS 6880 IN, L.L.C.
2348. CVS 6670 IN, L.L.C.	2391. CVS 6920 General, Inc.
2349. CVS 6677 IN, L.L.C.	2392. CVS 693 MA, L.L.C.
2350. CVS 6686 MN, L.L.C.	2393. CVS 6940 KY, L.L.C.
2351. CVS 6687 IN, L.L.C.	2394. CVS 6941 KY, L.L.C.
2352. CVS 6691 MN, L.L.C.	2395. CVS 6972 FL, L.L.C.
2353. CVS 6701 IL, L.L.C.	2396. CVS 6988 NC, L.L.C.
2354. CVS 6702 IL, L.L.C.	2397. CVS 6996 OH, L.L.C.
2355. CVS 6717 NV, L.L.C.	2398. CVS 7008 NC, L.L.C.
2356. CVS 6722 IN, L.L.C.	2399. CVS 7036, L.L.C.
2357. CVS 6726 General, Inc.	2400. CVS 7044 General, Inc.
2358. CVS 6732 FL, L.L.C.	2401. CVS 7047, L.L.C.
2359. CVS 6733 General, Inc.	2402. CVS 7053 NC, L.L.C.
2360. CVS 6734 General, Inc.	2403. CVS 7057 NC, L.L.C.
2361. CVS 6737 General, Inc.	2404. CVS 706 MA, L.L.C.
2362. CVS 6744 General, Inc.	2405. CVS 7062 NC, L.L.C.
2363. CVS 6746 General, Inc.	2406. CVS 7063 AL, L.L.C.
2364. CVS 6747 General, Inc.	2407. CVS 7065 MS, L.L.C.
2365. CVS 6753 FL, L.L.C.	2408. CVS 7068 GA, L.L.C.
2366. CVS 6760 NJ, L.L.C.	2409. CVS 7070 IL, L.L.C.
2367. CVS 6766 VA, L.L.C.	2410. CVS 7070 MS, L.L.C.
2368. CVS 6769 NC, L.L.C.	2411. CVS 7077 AL, L.L.C.
2369. CVS 6780 IN, L.L.C.	2412. CVS 7082 VA, L.L.C.
2370. CVS 6789 IL, L.L.C.	2413. CVS 709 FL, L.L.C.
2371. CVS 6796 MA, L.L.C.	2414. CVS 7092 General, Inc.
2372. CVS 6801 FL, L.L.C.	2415. CVS 7094 General, Inc.
2373. CVS 6810 MN, L.L.C.	2416. CVS 7097 OH, L.L.C.
2374. CVS 6812 OH, L.L.C.	2417. CVS 7098 WV, L.L.C.
2375. CVS 6816 General, Inc.	2418. CVS 7105 NJ, L.L.C.
2376. CVS 6824 General, Inc.	2419. CVS 7109 MA, L.L.C.
2377. CVS 6834 General, Inc.	2420. CVS 7118 General, Inc.
2378. CVS 684 IN, L.L.C.	2421. CVS 7119 General, Inc.
2379. CVS 6843 FL, L.L.C.	2422. CVS 7120 General, Inc.
2380. CVS 6852 VA, L.L.C.	2423. CVS 7121 OH, L.L.C.
2381. CVS 6853 FL, L.L.C.	2424. CVS 7124 WV, L.L.C.
2382. CVS 6855 FL, L.L.C.	2425. CVS 7125 IL, L.L.C.
2383. CVS 6858 MD, L.L.C.	2426. CVS 7127 FL, L.L.C.
2384. CVS 6860 FL, L.L.C.	2427. CVS 7129 FL, L.L.C.
2385. CVS 6861 GA, L.L.C.	2428. CVS 7130 FL, L.L.C.
2386. CVS 6867 NV, L.L.C.	2429. CVS 7133 FL, L.L.C.
2387. CVS 6869 DE, L.L.C.	2430. CVS 7134 IL, L.L.C.
2388. CVS 6872 NJ, L.L.C.	2431. CVS 7142 IL, L.L.C.
2389. CVS 6874 IN, L.L.C.	2432. CVS 7144 TN, L.L.C.

2433. CVS 7147 General, Inc.	2476. CVS 7332, L.L.C.
2434. CVS 7148 General, Inc.	2477. CVS 7344 NC, L.L.C.
2435. CVS 7148 NC, L.L.C.	2478. CVS 7350 NC, L.L.C.
2436. CVS 7149 General, Inc.	2479. CVS 7351 SC, L.L.C.
2437. CVS 7151 General, Inc.	2480. CVS 7354 NC, L.L.C.
2438. CVS 7153 General, Inc.	2481. CVS 7381 NC, L.L.C.
2439. CVS 7154 General, Inc.	2482. CVS 7382 NC, L.L.C.
2440. CVS 7155 AL, L.L.C.	2483. CVS 7388 SC, L.L.C.
2441. CVS 7156 General, Inc.	2484. CVS 7397 SC, L.L.C.
2442. CVS 7157 NC, L.L.C.	2485. CVS 74 VA, L.L.C.
2443. CVS 7161 General, Inc.	2486. CVS 7420 NC, L.L.C.
2444. CVS 7162 General, Inc.	2487. CVS 7500 NC, L.L.C.
2445. CVS 7163 NC, L.L.C.	2488. CVS 75004 NC, L.L.C.
2446. CVS 7164 General, Inc.	2489. CVS 75005 NJ, L.L.C.
2447. CVS 7166 IL, L.L.C.	2490. CVS 75006 GA, L.L.C.
2448. CVS 7167 IL, L.L.C.	2491. CVS 7501 GA, L.L.C.
2449. CVS 7170 IL, L.L.C.	2492. CVS 75012 SC, L.L.C.
2450. CVS 7173 FL, L.L.C.	2493. CVS 75014 MI, L.L.C.
2451. CVS 7174 FL, L.L.C.	2494. CVS 75015 MI, L.L.C.
2452. CVS 7178 FL, L.L.C.	2495. CVS 75020 GA, L.L.C.
2453. CVS 7179 AL, L.L.C.	2496. CVS 75021 GA, L.L.C.
2454. CVS 7180 AL, L.L.C.	2497. CVS 75023 GA, L.L.C.
2455. CVS 7190 NJ, L.L.C.	2498. CVS 75024 AL, L.L.C.
2456. CVS 7196 General, Inc.	2499. CVS 75029 LA, L.L.C.
2457. CVS 7198 General, Inc.	2500. CVS 7503 VA, L.L.C.
2458. CVS 7200, L.L.C.	2501. CVS 75030 LA, L.L.C.
2459. CVS 7214 GA, L.L.C.	2502. CVS 75031 GA, L.L.C.
2460. CVS 7215 AL, L.L.C.	2503. CVS 7504 GA, L.L.C.
2461. CVS 7217 AL, L.L.C.	2504. CVS 75087 GA, L.L.C.
2462. CVS 7222 General, Inc.	2505. CVS 7510 VA, L.L.C.
2463. CVS 7223 GA, L.L.C.	2506. CVS 75121 SC, L.L.C.
2464. CVS 7225 FL, L.L.C.	2507. CVS 75122 NC, L.L.C.
2465. CVS 7242 MD, L.L.C.	2508. CVS 75124 MI, L.L.C.
2466. CVS 7251 NV, L.L.C.	2509. CVS 75127 NC, L.L.C.
2467. CVS 7252 NV, L.L.C.	2510. CVS 75128 FL, L.L.C.
2468. CVS 7256 General, Inc.	2511. CVS 75129 FL, L.L.C.
2469. CVS 7261 WI, L.L.C.	2512. CVS 75135 VA, L.L.C.
2470. CVS 727 FL, L.L.C.	2513. CVS 75136 VA, L.L.C.
2471. CVS 7318 SC, L.L.C.	2514. CVS 75137 MD, L.L.C.
2472. CVS 7324 NC, L.L.C.	2515. CVS 75139 NJ, L.L.C.
2473. CVS 7325 NC, L.L.C.	2516. CVS 75144 RI, L.L.C.
2474. CVS 7328 NC, L.L.C.	2517. CVS 75147 VA, L.L.C.
2475. CVS 7331 NC, L.L.C.	2518. CVS 75148 VA, L.L.C.

2519. CVS 75149 WV, L.L.C.	2562. CVS 75262 TN, L.L.C.
2520. CVS 75151 OH, L.L.C.	2563. CVS 75269 MI, L.L.C.
2521. CVS 75156 NV, L.L.C.	2564. CVS 75275 TN, L.L.C.
2522. CVS 75157 MI, L.L.C.	2565. CVS 75280 NC, L.L.C.
2523. CVS 75159 NC, L.L.C.	2566. CVS 75282 GA, L.L.C.
2524. CVS 75160 SC, L.L.C.	2567. CVS 75283 GA, L.L.C.
2525. CVS 75161 AZ, L.L.C.	2568. CVS 75284 GA, L.L.C.
2526. CVS 75162 AZ, L.L.C.	2569. CVS 75286 GA, L.L.C.
2527. CVS 75163 GA, L.L.C.	2570. CVS 75293 FL, L.L.C.
2528. CVS 75164 FL, L.L.C.	2571. CVS 75294 FL, L.L.C.
2529. CVS 75165 GA, L.L.C.	2572. CVS 75296 FL, L.L.C.
2530. CVS 75177 FL, L.L.C.	2573. CVS 75297 VA, L.L.C.
2531. CVS 7518 VA, L.L.C.	2574. CVS 753 NY, L.L.C.
2532. CVS 75180 FL, L.L.C.	2575. CVS 75306 SC, L.L.C.
2533. CVS 75181 AL, L.L.C.	2576. CVS 75307 KS, L.L.C.
2534. CVS 75182 GA, L.L.C.	2577. CVS 75308 VA, L.L.C.
2535. CVS 75183 GA, L.L.C.	2578. CVS 75311 VA, L.L.C.
2536. CVS 75184 FL, L.L.C.	2579. CVS 75312 VA, L.L.C.
2537. CVS 7519 MN, L.L.C.	2580. CVS 75315 VA, L.L.C.
2538. CVS 75191 NJ, L.L.C.	2581. CVS 75322 FL, L.L.C.
2539. CVS 75195 FL, L.L.C.	2582. CVS 75324 FL, L.L.C.
2540. CVS 75196 FL, L.L.C.	2583. CVS 75325 FL, L.L.C.
2541. CVS 75197 NC, L.L.C.	2584. CVS 75329 NJ, L.L.C.
2542. CVS 75198 FL, L.L.C.	2585. CVS 75330 MA, L.L.C.
2543. CVS 75199 MI, L.L.C.	2586. CVS 75334 FL, L.L.C.
2544. CVS 75207 NJ, L.L.C.	2587. CVS 75335 FL, L.L.C.
2545. CVS 75208 TN, L.L.C.	2588. CVS 75348 NJ, L.L.C.
2546. CVS 75215 SC, L.L.C.	2589. CVS 75349 SC, L.L.C.
2547. CVS 75216 NV, L.L.C.	2590. CVS 75351 GA, L.L.C.
2548. CVS 75219 MI, L.L.C.	2591. CVS 75358 SC, L.L.C.
2549. CVS 75229 AL, L.L.C.	2592. CVS 75359 NC, L.L.C.
2550. CVS 75230 OK, L.L.C.	2593. CVS 75362 FL, L.L.C.
2551. CVS 75232 OK, L.L.C.	2594. CVS 75363 GA, L.L.C.
2552. CVS 75235 RI, L.L.C.	2595. CVS 75364 FL, L.L.C.
2553. CVS 75236 NC, L.L.C.	2596. CVS 75365 GA, L.L.C.
2554. CVS 75239 NJ, L.L.C.	2597. CVS 75370 GA, L.L.C.
2555. CVS 7524 NC, L.L.C.	2598. CVS 75374 NJ, L.L.C.
2556. CVS 75241 FL, L.L.C.	2599. CVS 75377 NC, L.L.C.
2557. CVS 75249 FL, L.L.C.	2600. CVS 75378 NC, L.L.C.
2558. CVS 75254 GA, L.L.C.	2601. CVS 75379 GA, L.L.C.
2559. CVS 75255 GA, L.L.C.	2602. CVS 75380 GA, L.L.C.
2560. CVS 75257 NJ, L.L.C.	2603. CVS 75381 FL, L.L.C.
2561. CVS 75260 VA, L.L.C.	2604. CVS 75389 RI, L.L.C.

2605. CVS 75390 NC, L.L.C.	2648. CVS 75535 FL, L.L.C.
2606. CVS 75391 NC, L.L.C.	2649. CVS 75536 GA, L.L.C.
2607. CVS 75393 DE, L.L.C.	2650. CVS 75545 NV, L.L.C.
2608. CVS 75395 FL, L.L.C.	2651. CVS 75549 VA, L.L.C.
2609. CVS 75405 DE, L.L.C.	2652. CVS 7555 NC, L.L.C.
2610. CVS 75408 FL, L.L.C.	2653. CVS 75550 VA, L.L.C.
2611. CVS 75412 MN, L.L.C.	2654. CVS 75552 VA, L.L.C.
2612. CVS 75414 TN, L.L.C.	2655. CVS 75555 VA, L.L.C.
2613. CVS 75415 NJ, L.L.C.	2656. CVS 75558 FL, L.L.C.
2614. CVS 75416 KY, L.L.C.	2657. CVS 75560 NJ, L.L.C.
2615. CVS 75433 GA, L.L.C.	2658. CVS 75561 NJ, L.L.C.
2616. CVS 75441 GA, L.L.C.	2659. CVS 75562 VA, L.L.C.
2617. CVS 75444 NV, L.L.C.	2660. CVS 75563 MD, L.L.C.
2618. CVS 75445 SC, L.L.C.	2661. CVS 75565 VA, L.L.C.
2619. CVS 75448 MA, L.L.C.	2662. CVS 75566 RI, L.L.C.
2620. CVS 75451 MI, L.L.C.	2663. CVS 75567 WI, L.L.C.
2621. CVS 75452 MI, L.L.C.	2664. CVS 75568 VA, L.L.C.
2622. CVS 75453 MI, L.L.C.	2665. CVS 75569 GA, L.L.C.
2623. CVS 75458 FL, L.L.C.	2666. CVS 7557 VA, L.L.C.
2624. CVS 7546 NC L.L.C.	2667. CVS 75570 SC, L.L.C.
2625. CVS 75461 AL, L.L.C.	2668. CVS 75571 NC, L.L.C.
2626. CVS 75462 FL, L.L.C.	2669. CVS 75572 NC, L.L.C.
2627. CVS 75466 NC, L.L.C.	2670. CVS 7558 VA, L.L.C.
2628. CVS 75467 MA, L.L.C.	2671. CVS 75580 FL, L.L.C.
2629. CVS 75468 TN, L.L.C.	2672. CVS 75581 DE, L.L.C.
2630. CVS 75479 FL, L.L.C.	2673. CVS 75583 MA, L.L.C.
2631. CVS 7548 NC, L.L.C.	2674. CVS 75584 MA, L.L.C.
2632. CVS 75480 FL, L.L.C.	2675. CVS 75586 RI, L.L.C.
2633. CVS 75482 FL, L.L.C.	2676. CVS 75589 KY, L.L.C.
2634. CVS 75485 NC, L.L.C.	2677. CVS 7559 Glen Raven, L.L.C.
2635. CVS 75486 KS, L.L.C.	2678. CVS 75590 MN, L.L.C.
2636. CVS 7549 MI, L.L.C.	2679. CVS 75591 NC, L.L.C.
2637. CVS 75491 WV, L.L.C.	2680. CVS 7561 VA, L.L.C.
2638. CVS 75494 MN, L.L.C.	2681. CVS 75613 FL, L.L.C.
2639. CVS 75498 DE, L.L.C.	2682. CVS 75615 FL, L.L.C.
2640. CVS 75499 DE, L.L.C.	2683. CVS 75616 FL, L.L.C.
2641. CVS 75502 VA, L.L.C.	2684. CVS 75618 MI, L.L.C.
2642. CVS 75503 GA, L.L.C.	2685. CVS 75619 NJ, L.L.C.
2643. CVS 75507 NC, L.L.C.	2686. CVS 75620 FL, L.L.C.
2644. CVS 75508 MA, L.L.C.	2687. CVS 75622 FL, L.L.C.
2645. CVS 75514 NV, L.L.C.	2688. CVS 75623 FL, L.L.C.
2646. CVS 75530 FL, L.L.C.	2689. CVS 75626 GA, L.L.C.
2647. CVS 75531 FL, L.L.C.	2690. CVS 75636 NV, L.L.C.

2691. CVS 75642 VA, L.L.C.	2734. CVS 75795 DE, L.L.C.
2692. CVS 7565 VA, L.L.C.	2735. CVS 75796 DE, L.L.C.
2693. CVS 75651 SC, L.L.C.	2736. CVS 75799 NJ, L.L.C.
2694. CVS 75659 OK, L.L.C.	2737. CVS 7581 VA, L.L.C.
2695. CVS 7566 NC, L.L.C.	2738. CVS 75816 FL, L.L.C.
2696. CVS 75660 OK, L.L.C.	2739. CVS 75821 MN, L.L.C.
2697. CVS 75667 VA, L.L.C.	2740. CVS 75849 NC, L.L.C.
2698. CVS 75668 VA, L.L.C.	2741. CVS 75851 TN, L.L.C.
2699. CVS 75669 MA, L.L.C.	2742. CVS 75852 TN, L.L.C.
2700. CVS 75674 FL, L.L.C.	2743. CVS 75866 MA, L.L.C.
2701. CVS 75676 KY, L.L.C.	2744. CVS 75867 RI, L.L.C.
2702. CVS 75677 MN, L.L.C.	2745. CVS 75870 FL, L.L.C.
2703. CVS 75679 SC, L.L.C.	2746. CVS 75883 FL, L.L.C.
2704. CVS 7568 SC, L.L.C.	2747. CVS 75884 VA, L.L.C.
2705. CVS 75691 VA, L.L.C.	2748. CVS 7589 VA, L.L.C.
2706. CVS 75692 VA, L.L.C.	2749. CVS 75896 MA, L.L.C.
2707. CVS 75705 FL, L.L.C.	2750. CVS 75905 NJ, L.L.C.
2708. CVS 75707 FL, L.L.C.	2751. CVS 75907 DE, L.L.C.
2709. CVS 75711 VA, L.L.C.	2752. CVS 75915 OK, L.L.C.
2710. CVS 75712 RI, L.L.C.	2753. CVS 7592 VA, L.L.C.
2711. CVS 75718 OH, L.L.C.	2754. CVS 75921 OK, L.L.C.
2712. CVS 75719 MN, L.L.C.	2755. CVS 75924 FL, L.L.C.
2713. CVS 7572 NC, L.L.C.	2756. CVS 75930 VA, L.L.C.
2714. CVS 75721 FL, L.L.C.	2757. CVS 75931 VA, L.L.C.
2715. CVS 7573 NC, L.L.C.	2758. CVS 75935 NV, L.L.C.
2716. CVS 75730 OK, L.L.C.	2759. CVS 75945 WI, L.L.C.
2717. CVS 75733 NV, L.L.C.	2760. CVS 75946 VA, L.L.C.
2718. CVS 75738 RI, L.L.C.	2761. CVS 75947 GA, L.L.C.
2719. CVS 75740 NJ, L.L.C.	2762. CVS 75948 NC, L.L.C.
2720. CVS 75743 NJ, L.L.C.	2763. CVS 75952 WI, L.L.C.
2721. CVS 75747 MN, L.L.C.	2764. CVS 75955 OK, L.L.C.
2722. CVS 75750 NC, L.L.C.	2765. CVS 75958 MN, L.L.C.
2723. CVS 75762 VA, L.L.C.	2766. CVS 75959 MN, L.L.C.
2724. CVS 75766 FL, L.L.C.	2767. CVS 75961 SC, L.L.C.
2725. CVS 75767 TN, L.L.C.	2768. CVS 7597 NC, L.L.C.
2726. CVS 75768 TN, L.L.C.	2769. CVS 75975 FL, L.L.C.
2727. CVS 7577 VA, L.L.C.	2770. CVS 75977 MN, L.L.C.
2728. CVS 75770 NC, L.L.C.	2771. CVS 75978 FL, L.L.C.
2729. CVS 75771 NC, L.L.C.	2772. CVS 75979 OH, L.L.C.
2730. CVS 75773 MA, L.L.C.	2773. CVS 75980 OH, L.L.C.
2731. CVS 75774 MA, L.L.C.	2774. CVS 75981 OH, L.L.C.
2732. CVS 75781 OK, L.L.C.	2775. CVS 75988 MN, L.L.C.
2733. CVS 75782 OK, L.L.C.	2776. CVS 75989 VA, L.L.C.

2777. CVS 75990 VA, L.L.C.	2820. CVS 8086 MI, L.L.C.
2778. CVS 75995 DE, L.L.C.	2821. CVS 8088 MI, L.L.C.
2779. CVS 7604 WV, L.L.C.	2822. CVS 8091 MI, L.L.C.
2780. CVS 7648 KY, L.L.C.	2823. CVS 810 MA, L.L.C.
2781. CVS 7666 GA, L.L.C.	2824. CVS 8103 MI, L.L.C.
2782. CVS 7671 AL, L.L.C.	2825. CVS 8112 MI, L.L.C.
2783. CVS 770 FL, L.L.C.	2826. CVS 8121 MI, L.L.C.
2784. CVS 7701, L.L.C.	2827. CVS 8123 MI, L.L.C.
2785. CVS 7706 GA, L.L.C.	2828. CVS 8129 MI, L.L.C.
2786. CVS 7712 GA, L.L.C.	2829. CVS 8131 MI, L.L.C.
2787. CVS 7714 TN, L.L.C.	2830. CVS 8133 MI, L.L.C.
2788. CVS 7736 GA, L.L.C.	2831. CVS 8141 MI, L.L.C.
2789. CVS 7738 TN, L.L.C.	2832. CVS 8165 MI, L.L.C.
2790. CVS 7755 GA, L.L.C.	2833. CVS 8190 MI, L.L.C.
2791. CVS 7758 GA, L.L.C.	2834. CVS 8191 MI, L.L.C.
2792. CVS 7763 TN, L.L.C.	2835. CVS 8207 MI, L.L.C.
2793. CVS 7771 TN, L.L.C.	2836. CVS 824 NJ, L.L.C.
2794. CVS 7782 GA, L.L.C.	2837. CVS 8246 MI, L.L.C.
2795. CVS 7843 VA, L.L.C.	2838. CVS 8271 MI, L.L.C.
2796. CVS 7856 NJ, L.L.C.	2839. CVS 8271 Warren, L.L.C.
2797. CVS 7882 NC, L.L.C.	2840. CVS 8272 MI, L.L.C.
2798. CVS 7885 GA, L.L.C.	2841. CVS 8281 MD, L.L.C.
2799. CVS 7888 GA, L.L.C.	2842. CVS 8283 MI, L.L.C.
2800. CVS 7927 GA, L.L.C.	2843. CVS 8299 MI, L.L.C.
2801. CVS 7936 MA, L.L.C.	2844. CVS 8301 MI, L.L.C.
2802. CVS 7973 FL, L.L.C.	2845. CVS 8302 MI, L.L.C.
2803. CVS 7974 GA, L.L.C.	2846. CVS 8303 TN, L.L.C.
2804. CVS 7980 FL, L.L.C.	2847. CVS 8304 MI, L.L.C.
2805. CVS 7997 OH, L.L.C.	2848. CVS 8306 MI, L.L.C.
2806. CVS 8002 MI, L.L.C.	2849. CVS 8308 MI, L.L.C.
2807. CVS 8003 MI, L.L.C.	2850. CVS 8320 RI, L.L.C.
2808. CVS 8009 MI, L.L.C.	2851. CVS 8395 GA, L.L.C.
2809. CVS 8013 MI, L.L.C.	2852. CVS 8399 MI, L.L.C.
2810. CVS 8034 MI, L.L.C.	2853. CVS 8415 FL, L.L.C.
2811. CVS 8038 MI, L.L.C.	2854. CVS 8415 NE, L.L.C.
2812. CVS 8039, L.L.C.	2855. CVS 8417 NC, L.L.C.
2813. CVS 8044 MI, L.L.C.	2856. CVS 8418 GA, L.L.C.
2814. CVS 8049 MI, L.L.C.	2857. CVS 8422 GA, L.L.C.
2815. CVS 8059 MI, L.L.C.	2858. CVS 8423 OH, L.L.C.
2816. CVS 8067 MI, L.L.C.	2859. CVS 8432 GA, L.L.C.
2817. CVS 8071 MI, L.L.C.	2860. CVS 8441 MA, L.L.C.
2818. CVS 8073 MI, L.L.C.	2861. CVS 8446 FL, L.L.C.
2819. CVS 8078 MI, L.L.C.	2862. CVS 8549 MI, L.L.C.

2863. CVS 8615 NE, L.L.C.
2864. CVS 862 NJ, L.L.C.
2865. CVS 863 NH, L.L.C.
2866. CVS 866 FL, L.L.C.
2867. CVS 8774 WI, L.L.C.
2868. CVS 8776 WI, L.L.C.
2869. CVS 8813 NV, L.L.C.
2870. CVS 8902 FL, L.L.C.
2871. CVS 8905 KY, L.L.C.
2872. CVS 8907 GA, L.L.C.
2873. CVS 8909 NC, L.L.C.
2874. CVS 8932 OH, L.L.C.
2875. CVS 8934 GA, L.L.C.
2876. CVS 8935 NC, L.L.C.
2877. CVS 8954 MS, L.L.C.
2878. CVS 8955 MS, L.L.C.
2879. CVS 8956 MS, L.L.C.
2880. CVS 8975 SC, L.L.C.
2881. CVS 8986 OK, L.L.C.
2882. CVS 8992 MS, L.L.C.
2883. CVS 8993 MS, L.L.C.
2884. CVS 8994 MS, L.L.C.
2885. CVS 8th Avenue, L.L.C.
2886. CVS 920 MA, L.L.C.
2887. CVS 921 IL, L.L.C.
2888. CVS 927 MI, L.L.C.
2889. CVS 932 FL, L.L.C.
2890. CVS 962 GA, L.L.C.
2891. CVS 9674 CA, LLC
2892. CVS 976 FL, L.L.C.
2893. CVS 9898 OH, L.L.C.
2894. CVS Accountable Care, LLC
2895. CVS Accountable Care Holdings, LLC
2896. CVS Accountable Care Organization Inc.
2897. CVS ACO, LLC
2898. CVS Adelphi, L.L.C.
2899. CVS Ahearn Pharmacy, L.L.C.
2900. CVS Ahearn Plaza Pharmacy, L.L.C.
2901. CVS AL Distribution, Inc.
2902. CVS AL Distribution, L.L.C.
2903. CVS Albany Central Avenue, L.L.C.
2904. CVS Albany, L.L.C.
2905. CVS Albertson, L.L.C.
2906. CVS Alhambra, L.P.
2907. CVS Allerton Avenue, L.L.C.
2908. CVS Alpharetta GA, Inc.
2909. CVS Amherst Road, L.L.C.
2910. CVS Amityville, L.L.C.
2911. CVS Amsterdam Avenue, L.L.C.
2912. CVS Anaheim CA, L.L.C.
2913. CVS AOC Corporation
2914. CVS AOC Services, L.L.C.
2915. CVS Arcadia, L.P.
2916. CVS Arclight, Inc.
2917. CVS Ardsley, L.L.C.
2918. CVS Arlington Heights, L.L.C.
2919. CVS Arnot Mall, L.L.C.
2920. CVS Atlanta GA, Inc.
2921. CVS Atlantic Avenue, L.L.C.
2922. CVS Atlantic Highlands, L.L.C.
2923. CVS Auburn Mall ME, L.L.C.
2924. CVS Auburndale, L.L.C.
2925. CVS Aurora, L.L.C.
2926. CVS Austin Drugs of Great Neck, L.L.C.
2927. CVS Austin Drugs of Merrick, L.L.C.
2928. CVS Austin Drugs of Plainview, L.L.C.
2929. CVS Avon Store, L.L.C.
2930. CVS Baldwin Merrick Road, L.L.C.
2931. CVS Baltimore Fayette, Inc.
2932. CVS Bath Congress, L.L.C.
2933. CVS Bay City 8207 MI, L.L.C.
2934. CVS Bay Shore, L.L.C.
2935. CVS Bayberry Bensalem, Inc.
2936. CVS Bayport, L.L.C.
2937. CVS Bayside Queens, L.L.C.
2938. CVS BDI, Inc.
2939. CVS Beauty Participações Ltda
2940. CVS Bell Boulevard, L.L.C.
2941. CVS Bellerose, L.L.C.

2942. CVS Bellmore Avenue, L.L.C.
2943. CVS Bensenville, L.L.C.
2944. CVS Benson NC, Inc.
2945. CVS Bergenfield, L.L.C.
2946. CVS Bergenline, L.L.C.
2947. CVS Bethesda Lawrenceville, Inc.
2948. CVS Bethesda, L.L.C.
2949. CVS Bethpage Broadway, L.L.C.
2950. CVS Big Apple, L.L.C.
2951. CVS Binghamton, L.L.C.
2952. CVS Black Horse, L.L.C.
2953. CVS Blasdell Drug, L.L.C.
2954. CVS Bleecker Street, L.L.C.
2955. CVS Bloomfield NJ, L.L.C.
2956. CVS Bohemia, L.L.C.
2957. CVS Bridgewater, L.L.C.
2958. CVS Brighton Lac DeVille, L.L.C.
2959. CVS Broadway Chicago, L.L.C.
2960. CVS Broadway Massapequa, L.L.C.
2961. CVS Bronx White Plains, L.L.C.
2962. CVS Bronx, L.L.C.
2963. CVS Bronxville Retailer, L.L.C.
2964. CVS Brooklyn 86th Street, L.L.C.
2965. CVS Brooklyn Eighteenth Avenue, L.L.C.
2966. CVS Brooklyn Kings Highway, L.L.C.
2967. CVS Brooklyn Store, L.L.C.
2968. CVS Brownsville, L.L.C.
2969. CVS Budd Lake, L.L.C.
2970. CVS Buena Park, L.P.
2971. CVS Buffalo Downtown, L.L.C.
2972. CVS Buffalo Spectrum Store, L.L.C.
2973. CVS Burnt Hills, L.L.C.
2974. CVS Cabot Holdings Inc.
2975. CVS Caldwell Cleveland, L.L.C.
2976. CVS Canfield OH, Inc.
2977. CVS Cape Elizabeth, L.L.C.
2978. CVS Card, Inc.
2979. CVS Care Concierge, LLC
2980. CVS Caremark Advanced Technology Pharmacy, L.L.C.
2981. CVS Caremark Charitable Trust, Inc.
2982. CVS Caremark Charity Classic, Inc.
2983. CVS Caremark Employee Relief Fund
2984. CVS Caremark Indemnity Ltd.
2985. CVS Caremark NI IT Operations Center Ltd.
2986. CVS Caremark Part D Services, L.L.C.
2987. CVS Caremark TN SUTA, LLC
2988. CVS Carmel Road Charlotte, Inc.
2989. CVS Carson, L.P.
2990. CVS Cedar Creek Commons, L.L.C.
2991. CVS Cedar Grove, L.L.C.
2992. CVS Cedar Lane, Inc.
2993. CVS Center, Inc.
2994. CVS Central Charlotte, Inc.
2995. CVS Central Islip, L.L.C.
2996. CVS Champlain Centre, L.L.C.
2997. CVS Charitable Trust, Inc
2998. CVS Charity Classic, Inc.
2999. CVS Charlotte, Inc.
3000. CVS Chatham Main Street, L.L.C.
3001. CVS Chenango Centre, L.L.C.
3002. CVS Cherry Hill, L.L.C.
3003. CVS Christopher Street, L.L.C.
3004. CVS Clairridge, L.L.C.
3005. CVS Clifton Crescent, L.L.C.
3006. CVS Clinic, PLLC
3007. CVS Clinic Primary Care PLLC
3008. CVS Closter Dock, L.L.C.
3009. CVS Clyde Park, Inc.
3010. CVS Cold Spring Road, L.L.C.
3011. CVS Columbia Turnpike, L.L.C.
3012. CVS Columbus OH, Inc.
3013. CVS Columbus Place, L.L.C.
3014. CVS Commerce Street, L.L.C.
3015. CVS Community Care, Inc.

3016. CVS Community Pharmacy Center For Excellence, Inc.	3054. CVS EGL 109th Summerfield FL, L.L.C.
3017. CVS Corporation Foundation Program	3055. CVS EGL 111th Kansas City MO, Inc.
3018. CVS Cortland, L.L.C.	3056. CVS EGL 112th Miami FL, L.L.C.
3019. CVS Court St., L.L.C.	3057. CVS EGL 115th Avondale AZ, L.L.C.
3020. CVS Cross County Store, L.L.C.	3058. CVS EGL 119th Northwest FL, L.L.C.
3021. CVS Crystal Derry, L.L.C.	3059. CVS EGL 119th Oklahoma, Inc.
3022. CVS Crystal Run, L.L.C.	3060. CVS EGL 11th Huntsville TX, L.P.
3023. CVS Cuthbert Boulevard, L.L.C.	3061. CVS EGL 11th Lake Wales FL, L.L.C.
3024. CVS Danbury Padanaram, Inc.	3062. CVS EGL 122nd MacArthur OK, Inc.
3025. CVS Data, Inc.	3063. CVS EGL 128 FL, L.L.C.
3026. CVS Deer Park, L.L.C.	3064. CVS EGL 128th Miami FL, L.L.C.
3027. CVS Dekalb Norristown, Inc.	3065. CVS EGL 12th Phoenix AZ, L.L.C.
3028. CVS Delmar Drug, L.L.C.	3066. CVS EGL 1313 TX, L.L.C.
3029. CVS Detroit 8275, L.L.C.	3067. CVS EGL 1326 LA, L.L.C.
3030. CVS Detroit Grand River, Inc.	3068. CVS EGL 1331 TX, L.L.C.
3031. CVS Dix Hills, L.L.C.	3069. CVS EGL 1336 AL, L.L.C.
3032. CVS Doubletree, L.L.C.	3070. CVS EGL 136th Fort Lauderdale FL, L.L.C.
3033. CVS Douglaston, L.L.C.	3071. CVS EGL 136th Miami FL, L.L.C.
3034. CVS Downey, L.P.	3072. CVS EGL 13th Gainesville FL, L.L.C.
3035. CVS Dunkirk Marketplace, L.L.C.	3073. CVS EGL 13th Northwest FL, L.L.C.
3036. CVS Dunkirk Store, L.L.C.	3074. CVS EGL 13th Saint Cloud FL, L.L.C.
3037. CVS Durham 7042, L.L.C.	3075. CVS EGL 1460 FL, L.L.C.
3038. CVS Durham, Inc.	3076. CVS EGL 1462 TX, L.L.C.
3039. CVS Eagle Rock, L.L.C.	3077. CVS EGL 14th Bradenton FL, L.L.C.
3040. CVS East 149th Street, L.L.C.	3078. CVS EGL 14th Leesburg FL, L.L.C.
3041. CVS East 21st Street, L.L.C.	3079. CVS EGL 150 TX, L.L.C.
3042. CVS East 23rd Street, L.L.C.	3080. CVS EGL 1512 LA, L.L.C.
3043. CVS East 86th, L.L.C.	3081. CVS EGL 152nd Miami FL, L.L.C.
3044. CVS East Aurora, L.L.C.	3082. CVS EGL 152nd Southwest FL, L.L.C.
3045. CVS East Main Street, L.L.C.	3083. CVS EGL 1580 TX, L.L.C.
3046. CVS East Rockaway, L.L.C.	
3047. CVS East Windsor 3161, L.L.C.	
3048. CVS Eastchester Plaza, L.L.C.	
3049. CVS Edwardsville IL, L.L.C.	
3050. CVS EGL 103rd Jacksonville FL, L.L.C.	
3051. CVS EGL 1076 TX, L.L.C.	
3052. CVS EGL 107th Miami FL, L.L.C.	
3053. CVS EGL 107th Southwest FL, L.L.C.	

3084. CVS EGL 15th Immokalee FL, L.L.C.	3121. CVS EGL 17th Southeast FL, L.L.C.
3085. CVS EGL 15th Oklahoma City OK, Inc.	3122. CVS EGL 1827 TX, L.L.C.
3086. CVS EGL 15th Panama City FL, L.L.C.	3123. CVS EGL 183rd Opa Locka FL, L.L.C.
3087. CVS EGL 1620 TX, L.L.C.	3124. CVS EGL 185th Northeast FL, L.L.C.
3088. CVS EGL 1634 TX, L.L.C.	3125. CVS EGL 186th Hialeah FL, L.L.C.
3089. CVS EGL 1635 FL, L.L.C.	3126. CVS EGL 18th Monroe LA, Inc.
3090. CVS EGL 163rd North Miami FL, L.L.C.	3127. CVS EGL 19 Pinellas FL, L.L.C.
3091. CVS EGL 1644 FL, L.L.C.	3128. CVS EGL 192 MO, L.L.C.
3092. CVS EGL 1647 LA, L.L.C.	3129. CVS EGL 19th Happy Valley AZ, L.L.C.
3093. CVS EGL 164th May OK, Inc.	3130. CVS EGL 19th Memphis TX, L.P.
3094. CVS EGL 1651 TX, L.L.C.	3131. CVS EGL 19th North FL, L.L.C.
3095. CVS EGL 1652 LA, L.L.C.	3132. CVS EGL 1st Humbel TX, L.P.
3096. CVS EGL 1655 FL, L.L.C.	3133. CVS EGL 1st Kaplan LA, Inc.
3097. CVS EGL 1660 FL, L.L.C.	3134. CVS EGL 1st Lake City FL, L.L.C.
3098. CVS EGL 16th Baseline AZ, L.L.C.	3135. CVS EGL 1st Sanford FL, L.L.C.
3099. CVS EGL 16th Northwest FL, L.L.C.	3136. CVS EGL 1st Wadsworth CO CVS, L.L.C.
3100. CVS EGL 1722 FL, L.L.C.	3137. CVS EGL 200 Ocala FL, L.L.C.
3101. CVS EGL 1723 FL, L.L.C.	3138. CVS EGL 20th Vero Beach FL, L.L.C.
3102. CVS EGL 1724 FL, L.L.C.	3139. CVS EGL 21st Covington LA, Inc.
3103. CVS EGL 1725 FL, L.L.C.	3140. CVS EGL 222 LA, L.L.C.
3104. CVS EGL 1726 FL, L.L.C.	3141. CVS EGL 22nd Southwest FL, L.L.C.
3105. CVS EGL 1728 OK, L.L.C.	3142. CVS EGL 2366 FL, L.L.C.
3106. CVS EGL 1729 FL, L.L.C.	3143. CVS EGL 23rd Independence MO, Inc.
3107. CVS EGL 173 TX, L.L.C.	3144. CVS EGL 23rd Northwest OK, Inc.
3108. CVS EGL 1730 FL, L.L.C.	3145. CVS EGL 23rd Oklahoma, Inc.
3109. CVS EGL 1732 AL, L.L.C.	3146. CVS EGL 23rd Panama City FL, L.L.C.
3110. CVS EGL 1734 LA, L.L.C.	3147. CVS EGL 248th Miami FL, L.L.C.
3111. CVS EGL 1736 FL, L.L.C.	3148. CVS EGL 24th Indian AZ, L.L.C.
3112. CVS EGL 1738 FL, L.L.C.	3149. CVS EGL 25th Gulfport MS, Inc.
3113. CVS EGL 1739 FL, L.L.C.	3150. CVS EGL 267 FL, L.L.C.
3114. CVS EGL 1749 FL, L.L.C.	3151. CVS EGL 26th Fort Lauderdale FL, L.L.C.
3115. CVS EGL 1765 TX, L.L.C.	3152. CVS EGL 27th Miami FL, L.L.C.
3116. CVS EGL 1766 TX, L.L.C.	3153. CVS EGL 284 FL, L.L.C.
3117. CVS EGL 1779 FL, L.L.C.	
3118. CVS EGL 1783 TX, L.L.C.	
3119. CVS EGL 1793 TX, L.L.C.	
3120. CVS EGL 1794 LA, L.L.C.	

3154. CVS EGL 29th Hialeah FL, L.L.C.
3155. CVS EGL 2nd Delray Beach FL, L.L.C.
3156. CVS EGL 301 Dade City FL, L.L.C.
3157. CVS EGL 312 Augustine FL, L.L.C.
3158. CVS EGL 3278 FL, L.L.C.
3159. CVS EGL 328 FL, L.L.C.
3160. CVS EGL 34 OK, L.L.C.
3161. CVS EGL 34th Lubbock TX, L.P.
3162. CVS EGL 34th Ocala FL, L.L.C.
3163. CVS EGL 34th St Petersburg FL, L.L.C.
3164. CVS EGL 35 N Austin TX, L.P.
3165. CVS EGL 358 FL, L.L.C.
3166. CVS EGL 35th Evans CO CVS, L.L.C.
3167. CVS EGL 3624 FL, L.L.C.
3168. CVS EGL 3637 FL, L.L.C.
3169. CVS EGL 3669 TX, L.L.C.
3170. CVS EGL 37th St Petersburg FL, L.L.C.
3171. CVS EGL 384 TX, L.L.C.
3172. CVS EGL 3rd Jacksonville Beach FL, L.L.C.
3173. CVS EGL 3rd New Smyrna Beach FL, L.L.C.
3174. CVS EGL 3rd Saint Pete FL, L.L.C.
3175. CVS EGL 403 FL, L.L.C.
3176. CVS EGL 405 FL, L.L.C.
3177. CVS EGL 408 FL, L.L.C.
3178. CVS EGL 40th Miami FL, L.L.C.
3179. CVS EGL 40th Northwest FL, L.L.C.
3180. CVS EGL 40th Street FL, L.L.C.
3181. CVS EGL 41 Sarasota FL, L.L.C.
3182. CVS EGL 41st Miami FL, L.L.C.
3183. CVS EGL 42nd Miami FL, L.L.C.
3184. CVS EGL 430 FL, L.L.C.
3185. CVS EGL 439 AL, L.L.C.
3186. CVS EGL 43rd Northwest FL, L.L.C.
3187. CVS EGL 441 Lake Worth FL, L.L.C.
3188. CVS EGL 441 Ocala FL, L.L.C.
3189. CVS EGL 46 Loop TX, L.P.
3190. CVS EGL 475 AL, L.L.C.
3191. CVS EGL 486 FL, L.L.C.
3192. CVS EGL 49th Hialeah FL, L.L.C.
3193. CVS EGL 49th Pinellas Park FL, L.L.C.
3194. CVS EGL 49th Saint Petersburg FL, L.L.C.
3195. CVS EGL 4th Chickasha OK, Inc.
3196. CVS EGL 4th Oklahoma City OK, Inc.
3197. CVS EGL 4th Pueblo CO CVS, L.L.C.
3198. CVS EGL 4th Saint Petersburg FL, L.L.C.
3199. CVS EGL 504 FL, L.L.C.
3200. CVS EGL 50th Lubbock TX, L.P.
3201. CVS EGL 537 FL, L.L.C.
3202. CVS EGL 53rd Bradenton FL, L.L.C.
3203. CVS EGL 54 New Port Richey FL, L.L.C.
3204. CVS EGL 546 MS, L.L.C.
3205. CVS EGL 54th Saint Petersburg FL, L.L.C.
3206. CVS EGL 5624 MO, L.L.C.
3207. CVS EGL 568 LA, L.L.C.
3208. CVS EGL 571 FL, L.L.C.
3209. CVS EGL 59th Glendale AZ, L.L.C.
3210. CVS EGL 5th Boca Raton FL, L.L.C.
3211. CVS EGL 5th Miami Beach FL, L.L.C.
3212. CVS EGL 60th Hialeah FL, L.L.C.
3213. CVS EGL 61st Galveston TX, L.P.
3214. CVS EGL 63rd Kansas City MO, Inc.
3215. CVS EGL 64 Bradenton FL, L.L.C.

3216. CVS EGL 66th Northwest FL, L.L.C.
3217. CVS EGL 66th Saint Petersburg FL, L.L.C.
3218. CVS EGL 66th Street North FL, L.L.C.
3219. CVS EGL 67th Hialeah FL, L.L.C.
3220. CVS EGL 68th Thomas AZ, L.L.C.
3221. CVS EGL 68th West Hialeah FL, L.L.C.
3222. CVS EGL 6th Panama City FL, L.L.C.
3223. CVS EGL 6th South FL, L.L.C.
3224. CVS EGL 6th Winter Haven FL, L.L.C.
3225. CVS EGL 756 TX, L.L.C.
3226. CVS EGL 75th Bethany AZ, L.L.C.
3227. CVS EGL 75th Gainesville FL, L.L.C.
3228. CVS EGL 75th Houston TX, L.P.
3229. CVS EGL 7894 FL, L.L.C.
3230. CVS EGL 78th Seminole FL, L.L.C.
3231. CVS EGL 7927 FL, L.L.C.
3232. CVS EGL 7958 FL, L.L.C.
3233. CVS EGL 7th Miami FL, L.L.C.
3234. CVS EGL 82nd Lubbock TX, L.P.
3235. CVS EGL 8383 FL, L.L.C.
3236. CVS EGL 83rd Glendale AZ, L.L.C.
3237. CVS EGL 88th Miami FL, L.L.C.
3238. CVS EGL 88th Street FL, L.L.C.
3239. CVS EGL 8th Ave Hialeah FL, L.L.C.
3240. CVS EGL 8th Miami FL, L.L.C.
3241. CVS EGL 8th Palmetto FL, L.L.C.
3242. CVS EGL 8th Southwest FL, L.L.C.
3243. CVS EGL 8th Street FL, L.L.C.
3244. CVS EGL 90 West FL, L.L.C.
3245. CVS EGL 908 FL, L.L.C.
3246. CVS EGL 951 Naples FL, L.L.C.
3247. CVS EGL 97th Miami FL, L.L.C.
3248. CVS EGL 98th Lubbock TX, L.P.
3249. CVS EGL 99th Phoenix AZ, L.L.C.
3250. CVS EGL 9th Naples FL, L.L.C.
3251. CVS EGL 9th North FL, L.L.C.
3252. CVS EGL 9th Pensacola FL, L.L.C.
3253. CVS EGL 9th Saint Petersburg FL, L.L.C.
3254. CVS EGL Abshier Belleview FL, L.L.C.
3255. CVS EGL Academy Seagull NM, L.L.C.
3256. CVS EGL Admiral New Iberia LA, Inc.
3257. CVS EGL Airline Baton Rouge LA, Inc.
3258. CVS EGL Airline Corpus Christi TX, L.P.
3259. CVS EGL Airline Destrehan LA, Inc.
3260. CVS EGL Airline Drive TX, L.P.
3261. CVS EGL Airline Gonzales LA, Inc.
3262. CVS EGL Airline La Place LA, Inc.
3263. CVS EGL Airline Metairie LA, Inc.
3264. CVS EGL Airport Austin TX, L.P.
3265. CVS EGL Airport Naples FL, L.L.C.
3266. CVS EGL Alabama Properties, Inc.
3267. CVS EGL Alafaya Orlando FL, L.L.C.
3268. CVS EGL Alameda Denver CO CVS, L.L.C.
3269. CVS EGL Alameda Parkway CO CVS, L.L.C.
3270. CVS EGL Aldine Mail TX, L.P.
3271. CVS EGL Aldine Westfield Spring TX, L.P.
3272. CVS EGL Alexander Plant City FL, L.L.C.
3273. CVS EGL Alma Chandler AZ, L.L.C.
3274. CVS EGL Aloma Winter FL, L.L.C.

- 3275. CVS EGL Alpha Dallas TX, L.P.
- 3276. CVS EGL Altamonte Springs FL, L.L.C.
- 3277. CVS EGL Alton Miami Beach FL, L.L.C.
- 3278. CVS EGL Andrews Fort Lauderdale FL, L.L.C.
- 3279. CVS EGL Angleton TX, L.P.
- 3280. CVS EGL Antoine Houston TX, L.P.
- 3281. CVS EGL Apalachee Tallahassee FL, L.L.C.
- 3282. CVS EGL Apalachicola FL, L.L.C.
- 3283. CVS EGL Apollo Beach FL, L.L.C.
- 3284. CVS EGL Apopka Vineland FL, L.L.C.
- 3285. CVS EGL Archer Gainesville FL, L.L.C.
- 3286. CVS EGL Arlington Jacksonville FL, L.L.C.
- 3287. CVS EGL Armenia Tampa FL, L.L.C.
- 3288. CVS EGL Atlantic Beach FL, L.L.C.
- 3289. CVS EGL Atlantic Boulevard FL, L.L.C.
- 3290. CVS EGL Atlantic Cocoa Beach FL, L.L.C.
- 3291. CVS EGL Atlantic Daytona FL, L.L.C.
- 3292. CVS EGL Atlantic FL, L.L.C.
- 3293. CVS EGL Atlantic Jacksonville FL, L.L.C.
- 3294. CVS EGL Atlantic Neptune Beach FL, L.L.C.
- 3295. CVS EGL Augustine Road FL, L.L.C.
- 3296. CVS EGL Austin Harry TX, L.P.
- 3297. CVS EGL Avenida Lady Lake FL, L.L.C.
- 3298. CVS EGL Aventura FL, L.L.C.
- 3299. CVS EGL Avenue A TX, L.P.
- 3300. CVS EGL Avenue J Galveston TX, L.P.
- 3301. CVS EGL Avondale Dysart AZ, L.L.C.
- 3302. CVS EGL Ayers Corpus Christi TX, L.P.
- 3303. CVS EGL Ayers TX, L.P.
- 3304. CVS EGL Azalea AL, Inc.
- 3305. CVS EGL Bandera Road TX, L.P.
- 3306. CVS EGL Bandera San Antonio TX, L.P.
- 3307. CVS EGL Barataria Marrero LA, Inc.
- 3308. CVS EGL Barker Cypress TX, L.P.
- 3309. CVS EGL Barksdale LA, Inc.
- 3310. CVS EGL Barrow Abilene TX, L.P.
- 3311. CVS EGL Barry Road MO, Inc.
- 3312. CVS EGL Bartow FL, L.L.C.
- 3313. CVS EGL Bartram Park FL, L.L.C.
- 3314. CVS EGL Baseline Gilbert AZ, L.L.C.
- 3315. CVS EGL Baseline Tempe AZ, L.L.C.
- 3316. CVS EGL Baton Rouge LA, Inc.
- 3317. CVS EGL Bay Area TX, L.P.
- 3318. CVS EGL Bay City TX, L.P.
- 3319. CVS EGL Bay Clearwater FL, L.L.C.
- 3320. CVS EGL Bay Largo FL, L.L.C.
- 3321. CVS EGL Bay Meadows FL, L.L.C.
- 3322. CVS EGL Bay St. Louis MS, Inc.
- 3323. CVS EGL Bayport Seabrook TX, L.P.
- 3324. CVS EGL Bayshore Dunedin FL, L.L.C.
- 3325. CVS EGL Beach Boulevard FL, L.L.C.
- 3326. CVS EGL Beaumont TX, L.P.
- 3327. CVS EGL Bee Caves TX, L.P.
- 3328. CVS EGL Bee Ridge Sarasota FL, L.L.C.

3329. CVS EGL Belcher Clearwater FL, L.L.C.	3354. CVS EGL Bloomingdale Valrico FL, L.L.C.
3330. CVS EGL Belcher Largo FL, L.L.C.	3355. CVS EGL Blossom Orlando FL, L.L.C.
3331. CVS EGL Bell Amarillo TX, L.P.	3356. CVS EGL Bogalusa LA, Inc.
3332. CVS EGL Bell Glendale AZ, L.L.C.	3357. CVS EGL Boggy Creek FL, L.L.C.
3333. CVS EGL Bell Houston TX, L.P.	3358. CVS EGL Bolton Alexandria LA, Inc.
3334. CVS EGL Bell Surprise AZ, L.L.C.	3359. CVS EGL Bonham Paris TX, L.P.
3335. CVS EGL Bellaire Blvd TX, L.P.	3360. CVS EGL Bossier City LA, Inc.
3336. CVS EGL Belle Glade FL, L.L.C.	3361. CVS EGL Boulevard Rayne LA, Inc.
3337. CVS EGL Belle Palm Coast FL, L.L.C.	3362. CVS EGL Boyette Riverview, L.L.C.
3338. CVS EGL Bellevue Littleton CO CVS, L.L.C.	3363. CVS EGL Bradenton FL, L.L.C.
3339. CVS EGL Bellevue Plaquemine LA, Inc.	3364. CVS EGL Brair Forest TX, L.P.
3340. CVS EGL Belt Saint Joseph MO, Inc.	3365. CVS EGL Brandon FL, L.L.C.
3341. CVS EGL Beltline Garland TX, L.P.	3366. CVS EGL Brenham TX, L.P.
3342. CVS EGL Belville Daytona FL, L.L.C.	3367. CVS EGL Brevard Arcadia FL, L.L.C.
3343. CVS EGL Beneva Road FL, L.L.C.	3368. CVS EGL Briar Drive KS, Inc.
3344. CVS EGL Biscayne Boulevard, L.L.C.	3369. CVS EGL Briarcliff Austin TX, L.P.
3345. CVS EGL Biscayne FL, L.L.C.	3370. CVS EGL Bridge Hobe Sound FL, L.L.C.
3346. CVS EGL Biscayne Miami FL, L.L.C.	3371. CVS EGL Britt Jensen FL, L.L.C.
3347. CVS EGL Bissonnet Houston TX, L.P.	3372. CVS EGL Broadmoor MS, Inc.
3348. CVS EGL Bissonnet Kirkwood TX, L.P.	3373. CVS EGL Broadway Garland TX, L.P.
3349. CVS EGL Blanco Road TX, L.P.	3374. CVS EGL Broadway Gladewater TX, L.P.
3350. CVS EGL Blanding Jacksonville FL, L.L.C.	3375. CVS EGL Broadway Tampa, L.L.C.
3351. CVS EGL Blanding Middleburg FL, L.L.C.	3376. CVS EGL Broadway Tempe AZ, L.L.C.
3352. CVS EGL Blanding Orange Park FL, L.L.C.	3377. CVS EGL Broadway Tucson AZ, L.L.C.
3353. CVS EGL Blichton Ocala FL, L.L.C.	3378. CVS EGL Broadway Tyler TX, L.P.
	3379. CVS EGL Brookside MO, Inc.
	3380. CVS EGL Brooksville FL, L.L.C.
	3381. CVS EGL Broomfield CO CVS, L.L.C.

3382. CVS EGL Broward Lauderdale FL, L.L.C.	3409. CVS EGL Cape Coral Pkwy FL, L.L.C.
3383. CVS EGL Brown Arlington TX, L.P.	3410. CVS EGL Capital Circle FL, L.L.C.
3384. CVS EGL Brunswick FL, L.L.C.	3411. CVS EGL Capital Tallahassee FL, L.L.C.
3385. CVS EGL Bryan Dairy Seminole FL, L.L.C.	3412. CVS EGL Carefree Cave Creek AZ, L.L.C.
3386. CVS EGL Bryan TX, L.P.	3413. CVS EGL Caroline Milton FL, L.L.C.
3387. CVS EGL Bryant Irvin Fort Worth TX, L.P.	3414. CVS EGL Carrier Grand Prairie TX, L.P.
3388. CVS EGL Buckingham Richardson TX, L.P.	3415. CVS EGL Carrollton New Orleans LA, Inc.
3389. CVS EGL Buckner Dallas TX, L.P.	3416. CVS EGL Carrollwood Tampa FL, L.L.C.
3390. CVS EGL Buffalo Gap Abilene TX, L.P.	3417. CVS EGL Cartwright Mesquite TX, L.P.
3391. CVS EGL Bullard Parkway FL, L.L.C.	3418. CVS EGL Cartwright Missouri City TX, L.P.
3392. CVS EGL Burleigh Tavares FL, L.L.C.	3419. CVS EGL Cedar Breaks TX, L.P.
3393. CVS EGL Burnett Austin TX, L.P.	3420. CVS EGL Cedar Park TX, L.P.
3394. CVS EGL Camelback Phoenix AZ, L.L.C.	3421. CVS EGL Cedar Ridge TX, L.P.
3395. CVS EGL Cameron Lafayette LA, Inc.	3422. CVS EGL Centennial CO CVS, L.L.C.
3396. CVS EGL Cameron Scott LA, Inc.	3423. CVS EGL Central Avenue NM, L.L.C.
3397. CVS EGL Camino Boca Raton FL, L.L.C.	3424. CVS EGL Central Bedford TX, L.P.
3398. CVS EGL Camino Real TX, L.P.	3425. CVS EGL Central Florida, L.L.C.
3399. CVS EGL Camp Bowie Fort Worth TX, L.P.	3426. CVS EGL Central McKinney TX, L.P.
3400. CVS EGL Camp Bowie TX, L.P.	3427. CVS EGL Central Parkway FL, L.L.C.
3401. CVS EGL Camp Clarke TX, L.P.	3428. CVS EGL Central Petersburg FL, L.L.C.
3402. CVS EGL Camp Lowell AZ, L.L.C.	3429. CVS EGL Centre Hereford TX, L.P.
3403. CVS EGL Camp TX, L.P.	3430. CVS EGL Cerrillos NM, L.L.C.
3404. CVS EGL Campbell Dallas TX, L.P.	3431. CVS EGL Chalmette LA, Inc.
3405. CVS EGL Canal New Orleans LA, Inc.	3432. CVS EGL Chambers Denver CO CVS, L.L.C.
3406. CVS EGL Canal Thibodaux LA, Inc.	3433. CVS EGL Champion Forest TX, L.P.
3407. CVS EGL Candelaria NM, L.L.C.	
3408. CVS EGL Canoe St. Cloud FL, L.L.C.	

- 3434. CVS EGL Chandler Phoenix AZ, L.L.C.
- 3435. CVS EGL Charity Abbeville LA, Inc.
- 3436. CVS EGL Chateau Kenner LA, Inc.
- 3437. CVS EGL Cheney Titusville FL, L.L.C.
- 3438. CVS EGL Chipley FL, L.L.C.
- 3439. CVS EGL Choctaw OK, Inc.
- 3440. CVS EGL Church Livingston TX, L.P.
- 3441. CVS EGL Cinco Ranch TX, L.P.
- 3442. CVS EGL Clark Road, L.L.C.
- 3443. CVS EGL Clark Sarasota FL, L.L.C.
- 3444. CVS EGL Classen Oklahoma City OK, Inc.
- 3445. CVS EGL Clearlake Cocoa FL, L.L.C.
- 3446. CVS EGL Clearwater FL, L.L.C.
- 3447. CVS EGL Clearwater Largo FL, L.L.C.
- 3448. CVS EGL Cleburne TX, L.P.
- 3449. CVS EGL Clermont FL, L.L.C.
- 3450. CVS EGL Cleveland Avenue, L.L.C.
- 3451. CVS EGL Cleveland Fort Myers FL, L.L.C.
- 3452. CVS EGL Clint Moore Boca Raton FL, L.L.C.
- 3453. CVS EGL Clubview Levelland TX, L.P.
- 3454. CVS EGL Clute TX, L.P.
- 3455. CVS EGL Coalton Broomfield CO CVS, L.L.C.
- 3456. CVS EGL Cockrell Hill TX, L.P.
- 3457. CVS EGL Coit Plano TX, L.P.
- 3458. CVS EGL Coit Richardson TX, L.P.
- 3459. CVS EGL Colfax Denver CO CVS, L.L.C.
- 3460. CVS EGL Colfax Lakewood CO CVS, L.L.C.
- 3461. CVS EGL College Beaumont TX, L.P.
- 3462. CVS EGL College Collins CO CVS, L.L.C.
- 3463. CVS EGL College Hills San Angelo TX, L.P.
- 3464. CVS EGL College Park Conroe TX, L.P.
- 3465. CVS EGL Colleyville TX, L.P.
- 3466. CVS EGL Collins Avenue FL, L.L.C.
- 3467. CVS EGL Collins North Miami FL, L.L.C.
- 3468. CVS EGL Colonial Golden FL, L.L.C.
- 3469. CVS EGL Colonial Myers FL, L.L.C.
- 3470. CVS EGL Colonial Orlando FL, L.L.C.
- 3471. CVS EGL Colonial Winter Garden FL, L.L.C.
- 3472. CVS EGL Colorado Springs CO CVS, L.L.C.
- 3473. CVS EGL Commerce Ardmore OK, Inc.
- 3474. CVS EGL Commercial 18th FL, L.L.C.
- 3475. CVS EGL Commercial Lauderdale FL, L.L.C.
- 3476. CVS EGL Congress Austin TX, L.P.
- 3477. CVS EGL Congress Boynton Beach FL, L.L.C.
- 3478. CVS EGL Congress Lake Worth FL, L.L.C.
- 3479. CVS EGL Congress Street TX, L.P.
- 3480. CVS EGL Coors Boulevard NM, L.L.C.
- 3481. CVS EGL Coral Miami FL, L.L.C.
- 3482. CVS EGL Corpus Christi TX, L.P.
- 3483. CVS EGL Cortez Boulevard FL, L.L.C.

3484. CVS EGL Cortez Bradenton FL, L.L.C.	3510. CVS EGL Dale Mabry Tampa FL, L.L.C.
3485. CVS EGL Cortez FL, L.L.C.	3511. CVS EGL Dania Beach FL, L.L.C.
3486. CVS EGL Cottage Mobile AL, Inc.	3512. CVS EGL Daniels Fort Myers, L.L.C.
3487. CVS EGL Countryway Tampa FL, L.L.C.	3513. CVS EGL Daphne AL, Inc.
3488. CVS EGL County Dunedin FL, L.L.C.	3514. CVS EGL Davenport FL, L.L.C.
3489. CVS EGL County Line Ridgeland MS, Inc.	3515. CVS EGL Davie Lauderdale FL, L.L.C.
3490. CVS EGL County Orange Park FL, L.L.C.	3516. CVS EGL Davis N Richland Hills TX, L.P.
3491. CVS EGL Courtenay Merritt FL, L.L.C.	3517. CVS EGL Davis Pensacola FL, L.L.C.
3492. CVS EGL Covington LA, Inc.	3518. CVS EGL Daytona FL, L.L.C.
3493. CVS EGL Crandon Key Biscayne FL, L.L.C.	3519. CVS EGL De Land FL, L.L.C.
3494. CVS EGL Crawfordville FL, L.L.C.	3520. CVS EGL De Zavala San Antonio TX, L.P.
3495. CVS EGL Cresswell Opelousas LA, Inc.	3521. CVS EGL Decatur FL, L.L.C.
3496. CVS EGL Crockett Palestine TX, L.P.	3522. CVS EGL Decker Baytown TX, L.P.
3497. CVS EGL Cross Timbers TX, L.P.	3523. CVS EGL Deerfield Beach FL, L.L.C.
3498. CVS EGL Crowley TX, L.P.	3524. CVS EGL Denham Springs LA, Inc.
3499. CVS EGL Crown Bonita Springs FL, L.L.C.	3525. CVS EGL Denton Fort Worth TX, L.P.
3500. CVS EGL Culebra San Antonio TX, L.P.	3526. CVS EGL Desoto TX, L.P.
3501. CVS EGL Cullen Pearland TX, L.P.	3527. CVS EGL Dickinson TX, L.P.
3502. CVS EGL Curry Ford Orlando FL, L.L.C.	3528. CVS EGL Dixie Highway FL, L.L.C.
3503. CVS EGL Curry Ford Road FL, L.L.C.	3529. CVS EGL Dixie Homestead FL, L.L.C.
3504. CVS EGL Custer Frisco TX, L.P.	3530. CVS EGL Dixie Lake Worth FL, L.L.C.
3505. CVS EGL Cypress Gardens FL, L.L.C.	3531. CVS EGL Dixie Miami FL, L.L.C.
3506. CVS EGL Cypress North TX, L.P.	3532. CVS EGL Dixie South FL, L.L.C.
3507. CVS EGL Cypress Poinciana FL, L.L.C.	3533. CVS EGL Dixie West FL, L.L.C.
3508. CVS EGL Cypress West Monroe LA, Inc.	3534. CVS EGL Dixie West Palm FL, L.L.C.
3509. CVS EGL Cypress Winter Haven FL, L.L.C.	3535. CVS EGL Dorado Craig TX, L.P.
	3536. CVS EGL Dowlen TX, L.P.
	3537. CVS EGL Downing Denver CO CVS, L.L.C.

3538. CVS EGL Drake Fort Collins CO CVS, L.L.C.	3563. CVS EGL E Northwest Dallas TX, L.P.
3539. CVS EGL Dry Creek Aurora CO CVS, L.L.C.	3564. CVS EGL E Pipeline Bedford TX, L.P.
3540. CVS EGL Duck Creek TX, L.P.	3565. CVS EGL E Riverside Austin TX, L.P.
3541. CVS EGL Dulles Road TX, L.P.	3566. CVS EGL E Southlake TX, L.P.
3542. CVS EGL Dunlap Phoenix AZ, L.L.C.	3567. CVS EGL E Tidwell Houston TX, L.P.
3543. CVS EGL Dunn Jacksonville FL, L.L.C.	3568. CVS EGL E Tyler Athens TX, L.P.
3544. CVS EGL Dunnellon FL, L.L.C.	3569. CVS EGL E US Hwy 287 Midlothian TX, L.P.
3545. CVS EGL Duval Key West FL, L.L.C.	3570. CVS EGL Eagle Nest Hialeah FL, L.L.C.
3546. CVS EGL Dysart Goodyear AZ, L.L.C.	3571. CVS EGL East Atlantic FL, L.L.C.
3547. CVS EGL E 20th Houston TX, L.P.	3572. CVS EGL East Camelback AZ, L.L.C.
3548. CVS EGL E Amarillo TX, L.P.	3573. CVS EGL East Colonial Drive FL, L.L.C.
3549. CVS EGL E Arapaho Richardson TX, L.P.	3574. CVS EGL East Danforth OK, Inc.
3550. CVS EGL E Arkansas Arlington TX, L.P.	3575. CVS EGL East Fowler FL, L.L.C.
3551. CVS EGL E Belt Line Cedar Hill TX, L.P.	3576. CVS EGL East Hinson FL, L.L.C.
3552. CVS EGL E Broadway Sweetwater TX, L.P.	3577. CVS EGL East Jester Houston TX, L.P.
3553. CVS EGL E Commerce Brownwood TX, L.P.	3578. CVS EGL East Lake FL, L.L.C.
3554. CVS EGL E End North Marshall TX, L.P.	3579. CVS EGL East Oak FL, L.L.C.
3555. CVS EGL E Irving TX, L.P.	3580. CVS EGL East Palatka FL, L.L.C.
3556. CVS EGL E Lancaster Fort Worth TX, L.P.	3581. CVS EGL East Park Arlington TX, L.P.
3557. CVS EGL E Loop 304 Crockett TX, L.P.	3582. CVS EGL East Pass Gulfport MS, Inc.
3558. CVS EGL E Lufkin TX, L.P.	3583. CVS EGL Eastex Beaumont TX, L.P.
3559. CVS EGL E Main Allen TX, L.P.	3584. CVS EGL Edgewater Orlando FL, L.L.C.
3560. CVS EGL E Main Grand Prairie TX, L.P.	3585. CVS EGL Edmond OK, Inc.
3561. CVS EGL E Main Whitehouse TX, L.P.	3586. CVS EGL Ehrlich Tampa FL, L.L.C.
3562. CVS EGL E Mockingbird Dallas TX, L.P.	3587. CVS EGL Eiland Zephyrhills FL, L.L.C.
	3588. CVS EGL Eisenhower Loveland CO, L.L.C.
	3589. CVS EGL El Salido TX, L.P.

3590. CVS EGL Elam Balch Springs TX, L.P.	3614. CVS EGL Fielder Arlington TX, L.P.
3591. CVS EGL Eldridge Houston TX, L.P.	3615. CVS EGL First Bradenton FL, L.L.C.
3592. CVS EGL Eldridge Road TX, L.P.	3616. CVS EGL FL Wright AZ, L.L.C.
3593. CVS EGL Elkcarn Deltona FL, L.L.C.	3617. CVS EGL Flagler Miami FL, L.L.C.
3594. CVS EGL Elliot Arizona AZ, L.L.C.	3618. CVS EGL Flamingo Hollywood FL, L.L.C.
3595. CVS EGL Ellison Drive NM, L.L.C.	3619. CVS EGL Flamingo South FL, L.L.C.
3596. CVS EGL Emerson Palm Bay FL, L.L.C.	3620. CVS EGL Florabranth FL, L.L.C.
3597. CVS EGL Erie Ellenton FL, L.L.C.	3621. CVS EGL Florence Casa AZ, L.L.C.
3598. CVS EGL Estero Fort Myers FL, L.L.C.	3622. CVS EGL Florida Baton Rouge LA, Inc.
3599. CVS EGL Everhart TX, L.P.	3623. CVS EGL Florida Lakeland FL, L.L.C.
3600. CVS EGL Fairfield Pensacola FL, L.L.C.	3624. CVS EGL Florida Tampa FL, L.L.C.
3601. CVS EGL Fay Cocoa FL, L.L.C.	3625. CVS EGL Florida, L.L.C.
3602. CVS EGL Federal Boynton FL, L.L.C.	3626. CVS EGL Flowood MS, Inc.
3603. CVS EGL Federal Broward FL, L.L.C.	3627. CVS EGL Fm 1821 Mineral Wells TX, L.P.
3604. CVS EGL Federal Deerfield FL, L.L.C.	3628. CVS EGL FM 1960 E Humble TX, L.P.
3605. CVS EGL Federal Delray Beach FL, L.L.C.	3629. CVS EGL FM 1960 Road TX, L.P.
3606. CVS EGL Federal Denver CO CVS, L.L.C.	3630. CVS EGL FM 2100 Crosby TX, L.P.
3607. CVS EGL Federal Fort Pierce FL, L.L.C.	3631. CVS EGL Fm 3009 Schertz TX, L.P.
3608. CVS EGL Federal Hollywood FL, L.L.C.	3632. CVS EGL FM 407 Lewisville TX, L.P.
3609. CVS EGL Federal Pompano FL, L.L.C.	3633. CVS EGL FM 528 TX, L.P.
3610. CVS EGL Federal Stuart FL, L.L.C.	3634. CVS EGL FM 529 Houston TX, L.P.
3611. CVS EGL Ferguson Dallas TX, L.P.	3635. CVS EGL FM Round TX, L.P.
3612. CVS EGL Ferguson Road TX, L.P.	3636. CVS EGL FM West TX, L.P.
3613. CVS EGL Ferris Waxahachie TX, L.P.	3637. CVS EGL Foley AL, Inc.
	3638. CVS EGL Fondren Houston TX, L.P.
	3639. CVS EGL Ford Orlando FL, L.L.C.
	3640. CVS EGL Forest Dallas TX, L.P.

3641. CVS EGL Forest Hill Blvd FL, L.L.C.	3671. CVS EGL Georgia Amarillo TX, L.P.
3642. CVS EGL Forest Hill Fort Worth TX, L.P.	3672. CVS EGL Georgia Bogalusa LA, Inc.
3643. CVS EGL Forest Hill Palm FL, L.L.C.	3673. CVS EGL Gessner Houston TX, L.P.
3644. CVS EGL Forest Lane TX, L.P.	3674. CVS EGL Gibsonton Riverview FL, L.L.C.
3645. CVS EGL Forest MS, Inc.	3675. CVS EGL Glages Boca Raton FL, L.L.C.
3646. CVS EGL Forest Spring TX, L.P.	3676. CVS EGL Glenbrook Clermont FL, L.L.C.
3647. CVS EGL Forney TX, L.P.	3677. CVS EGL Gloria Clewiston FL, L.L.C.
3648. CVS EGL Fort Walton Beach FL, L.L.C.	3678. CVS EGL Golden Naples FL, L.L.C.
3649. CVS EGL Fountain Hills AZ, L.L.C.	3679. CVS EGL Golf Links AZ, L.L.C.
3650. CVS EGL Fountain Murray CO CVS, L.L.C.	3680. CVS EGL Government Baton Rouge LA, Inc.
3651. CVS EGL Fowler Tampa FL, L.L.C.	3681. CVS EGL Granada Ormond Beach FL, L.L.C.
3652. CVS EGL Frankford Dallas TX, L.P.	3682. CVS EGL Granbury TX, L.P.
3653. CVS EGL Freeport TX, L.P.	3683. CVS EGL Grand Caillou Houma LA, Inc.
3654. CVS EGL Friendswood TX, L.P.	3684. CVS EGL Grand Prairie TX, L.P.
3655. CVS EGL Fruitville Sarasota FL, L.L.C.	3685. CVS EGL Grandview MO, Inc.
3656. CVS EGL Fry Katy TX, L.P.	3686. CVS EGL Grapevine N Richland Hills TX, L.P.
3657. CVS EGL Fry Little York TX, L.P.	3687. CVS EGL Greeley CO CVS, L.L.C.
3658. CVS EGL Fuqua Houston TX, L.P.	3688. CVS EGL Green Cove Springs FL, L.L.C.
3659. CVS EGL Fuqua Street TX, L.P.	3689. CVS EGL Green Oaks TX, L.P.
3660. CVS EGL Gainesville FL, L.L.C.	3690. CVS EGL Greenville Ste 140 Dallas TX, L.P.
3661. CVS EGL Garden Titusville FL, L.L.C.	3691. CVS EGL Greenwell Baton Rouge LA, Inc.
3662. CVS EGL Garland Dallas TX, L.P.	3692. CVS EGL Greenwell Springs LA, Inc.
3663. CVS EGL Garland TX, L.P.	3693. CVS EGL Greenwood MS, Inc.
3664. CVS EGL Garth Baytown TX, L.P.	3694. CVS EGL Griffin Cooper FL, L.L.C.
3665. CVS EGL Gattis School Round Rock TX, L.P.	3695. CVS EGL Grogans Mill Spring TX, L.P.
3666. CVS EGL Gause Boulevard LA, Inc.	
3667. CVS EGL Gause Slidell LA, Inc.	
3668. CVS EGL Gears Houston TX, L.P.	
3669. CVS EGL General Meyer LA, Inc.	
3670. CVS EGL Georgetown TX, L.P.	

3696. CVS EGL Guadalupe Austin TX, L.P.	3720. CVS EGL Hawthorne FL, L.L.C.
3697. CVS EGL Guadalupe Street TX, L.P.	3721. CVS EGL Hebron Carrollton TX, L.P.
3698. CVS EGL Gulf Beach Pensacola FL, L.L.C.	3722. CVS EGL Hedgecoxe Plano TX, L.P.
3699. CVS EGL Gulf Boulevard FL, L.L.C.	3723. CVS EGL Henderson Boulevard FL, L.L.C.
3700. CVS EGL Gulf Breeze Pkwy FL, L.L.C.	3724. CVS EGL Henderson Tampa FL, L.L.C.
3701. CVS EGL Gulf Indian Rocks FL, L.L.C.	3725. CVS EGL Hialeah Drive FL, L.L.C.
3702. CVS EGL Gulfbreeze Parkway FL, L.L.C.	3726. CVS EGL Hiawassee Orlando FL, L.L.C.
3703. CVS EGL Gulfport Boulevard FL, L.L.C.	3727. CVS EGL Hickory Creek TX, L.P.
3704. CVS EGL Gulfshores AL, Inc.	3728. CVS EGL High Springs FL, L.L.C.
3705. CVS EGL Gunn Highway FL, L.L.C.	3729. CVS EGL Highland Madison MS, Inc.
3706. CVS EGL Gunn Tampa FL, L.L.C.	3730. CVS EGL Highland Road LA, Inc.
3707. CVS EGL Haily Pueblo CO CVS, L.L.C.	3731. CVS EGL Highway 77 TX, L.P.
3708. CVS EGL Hall Johnson Grapevine TX, L.P.	3732. CVS EGL Hillsboro Coconut FL, L.L.C.
3709. CVS EGL Hammerly Houston TX, L.P.	3733. CVS EGL Hillsborough Charlotte FL, L.L.C.
3710. CVS EGL Hammock Miami FL, L.L.C.	3734. CVS EGL Hillsborough FL, L.L.C.
3711. CVS EGL Hammond LA, Inc.	3735. CVS EGL Hillsborough Tampa FL, L.L.C.
3712. CVS EGL Hampden Aurora CO CVS, L.L.C.	3736. CVS EGL Himes Tampa FL, L.L.C.
3713. CVS EGL Hancock Bridge FL, L.L.C.	3737. CVS EGL Hollywood Blvd FL, L.L.C.
3714. CVS EGL Hancock Clermont FL, L.L.C.	3738. CVS EGL Hollywood FL, L.L.C.
3715. CVS EGL Happy Valley AZ, L.L.C.	3739. CVS EGL Hollywood Shreveport LA, Inc.
3716. CVS EGL Harding Miami FL, L.L.C.	3740. CVS EGL Holzwarth TX, L.P.
3717. CVS EGL Hardy Hattiesburg MS, Inc.	3741. CVS EGL Horizon Rockwall TX, L.P.
3718. CVS EGL Harris Red Oak TX, L.P.	3742. CVS EGL Houston 6 South TX, L.P.
3719. CVS EGL Harvey LA, Inc.	3743. CVS EGL Houston North, L.P.
	3744. CVS EGL Houston Street TX, L.P.
	3745. CVS EGL Houston TX, L.P.
	3746. CVS EGL Howard Tampa FL, L.L.C.
	3747. CVS EGL Hudson FL, L.L.C.
	3748. CVS EGL Huebner Road TX, L.P.

3749. CVS EGL Huebner San Antonio TX, L.P.	3771. CVS EGL Hwy 24 Independence MO, Inc.
3750. CVS EGL Hunters Creek Orlando FL, L.L.C.	3772. CVS EGL Hwy 27 Haines City FL, L.L.C.
3751. CVS EGL Hwy 1 Donaldsonville LA, Inc.	3773. CVS EGL Hwy 27 Sebring FL, L.L.C.
3752. CVS EGL Hwy 1 Fort Pierce FL, L.L.C.	3774. CVS EGL Hwy 271 Gilmer TX, L.P.
3753. CVS EGL Hwy 1 Lucie FL, L.L.C.	3775. CVS EGL Hwy 28 Pineville LA, Inc.
3754. CVS EGL Hwy 1 Palm Beach FL, L.L.C.	3776. CVS EGL Hwy 281 San Antonio TX, L.P.
3755. CVS EGL Hwy 1 Raceland LA, Inc.	3777. CVS EGL Hwy 377 Fort Worth TX, L.P.
3756. CVS EGL Hwy 1 Rockledge FL, L.L.C.	3778. CVS EGL Hwy 40 Silver Springs FL, L.L.C.
3757. CVS EGL Hwy 1 Vero Beach FL, L.L.C.	3779. CVS EGL Hwy 441 Alachua FL, L.L.C.
3758. CVS EGL Hwy 152 Mustang OK, Inc.	3780. CVS EGL Hwy 441 Mount Dora FL, L.L.C.
3759. CVS EGL Hwy 17 Casselberry FL, L.L.C.	3781. CVS EGL Hwy 49 Gulfport MS, Inc.
3760. CVS EGL Hwy 171 Lake Charles LA, Inc.	3782. CVS EGL Hwy 524 Cocoa FL, L.L.C.
3761. CVS EGL Hwy 181 Floresville TX, L.P.	3783. CVS EGL Hwy 59 N Bowie TX, L.P.
3762. CVS EGL Hwy 19 Clearwater FL, L.L.C.	3784. CVS EGL Hwy 6 North TX, L.P.
3763. CVS EGL Hwy 19 Crystal River FL, L.L.C.	3785. CVS EGL Hwy 6 Sugar Land TX, L.P.
3764. CVS EGL Hwy 19 Eustis FL, L.L.C.	3786. CVS EGL Hwy 7 Lauderdale FL, L.L.C.
3765. CVS EGL Hwy 19 Meridian MS, Inc.	3787. CVS EGL Hwy 70 Bradenton FL, L.L.C.
3766. CVS EGL Hwy 19 North FL, L.L.C.	3788. CVS EGL Hwy 84 Slaton TX, L.P.
3767. CVS EGL Hwy 19 Port Richey FL, L.L.C.	3789. CVS EGL Hwy 90 Milton FL, L.L.C.
3768. CVS EGL Hwy 190 Mandeville LA, Inc.	3790. CVS EGL Hwy 90 Morgan City LA, Inc.
3769. CVS EGL Hwy 20 Interlachen FL, L.L.C.	3791. CVS EGL Hwy 92 Lakeland FL, L.L.C.
3770. CVS EGL Hwy 20 Niceville FL, L.L.C.	3792. CVS EGL Hwy 98 Destin FL, L.L.C.

3793. CVS EGL Hwy 98 Lakeland FL, L.L.C.
3794. CVS EGL Hwy 98 Panama FL, L.L.C.
3795. CVS EGL Hwy A1A Palm FL, L.L.C.
3796. CVS EGL Hwy Lake Placid FL, L.L.C.
3797. CVS EGL Hymeadow Austin TX, L.P.
3798. CVS EGL Imperial Bonita FL, L.L.C.
3799. CVS EGL Ina Tucson AZ, L.L.C.
3800. CVS EGL Independence Plano TX, L.P.
3801. CVS EGL Independence Shawnee OK, Inc.
3802. CVS EGL Independence TX, L.P.
3803. CVS EGL Indian Scottsdale AZ, L.L.C.
3804. CVS EGL Indian Trace FL, L.L.C.
3805. CVS EGL Indiana Arvada CO CVS, L.L.C.
3806. CVS EGL Indiantown Jupiter FL, L.L.C.
3807. CVS EGL International Drive FL, L.L.C.
3808. CVS EGL International Mary FL, L.L.C.
3809. CVS EGL International Orlando FL, L.L.C.
3810. CVS EGL Irlo Kissimmee FL, L.L.C.
3811. CVS EGL Irving TX, L.P.
3812. CVS EGL Irvington Houston TX, L.P.
3813. CVS EGL Irvington Tucson AZ, L.L.C.
3814. CVS EGL Ives Dairy Miami FL, L.L.C.
3815. CVS EGL Jacksboro Fort Worth TX, L.P.
3816. CVS EGL Jacksboro Wichita Falls TX, L.P.
3817. CVS EGL Jackson Alexandria LA, Inc.
3818. CVS EGL Jackson MS, Inc.
3819. CVS EGL Jacksonville FL, L.L.C.
3820. CVS EGL Jasper FL, L.L.C.
3821. CVS EGL Jefferson Baton Rouge LA, Inc.
3822. CVS EGL Jensen Beach FL, L.L.C.
3823. CVS EGL Jester Austin TX, L.P.
3824. CVS EGL Jog Boynton Beach FL, L.L.C.
3825. CVS EGL Jog Greenacres FL, L.L.C.
3826. CVS EGL Jog Lake Worth FL, L.L.C.
3827. CVS EGL John Young Orlando FL, L.L.C.
3828. CVS EGL Johnson Mission KS, Inc.
3829. CVS EGL Johnston Lafayette LA, Inc.
3830. CVS EGL Jones Houston TX, L.P.
3831. CVS EGL Jones Maltsberger San Antonio TX, L.P.
3832. CVS EGL Jones Road TX, L.P.
3833. CVS EGL Juan Tabo NM, L.L.C.
3834. CVS EGL Juno Beach FL, L.L.C.
3835. CVS EGL Jupiter Plano TX, L.P.
3836. CVS EGL Kaliste Lafayette LA, Inc.
3837. CVS EGL Kansas City KS, Inc.
3838. CVS EGL Kathleen Road FL, L.L.C.
3839. CVS EGL Katy TX, L.P.
3840. CVS EGL Kaufman TX, L.P.
3841. CVS EGL Kenner LA, Inc.
3842. CVS EGL Keystone Heights FL, L.L.C.
3843. CVS EGL King Seguin TX, L.P.
3844. CVS EGL Kings Pierce FL, L.L.C.
3845. CVS EGL Kingsland TX, L.P.

3846. CVS EGL Kingwood Humble TX, L.P.
3847. CVS EGL Kingwood TX, L.P.
3848. CVS EGL Kipling Coal Mine CO CVS, L.L.C.
3849. CVS EGL Kipling Littleton CO CVS, L.L.C.
3850. CVS EGL Kirby Houston TX, L.P.
3851. CVS EGL Kirkman FL, L.L.C.
3852. CVS EGL Kissimmee FL, L.L.C.
3853. CVS EGL Kosciusko MS, Inc.
3854. CVS EGL Kuykendahl TX, L.P.
3855. CVS EGL La Canada Oro AZ, L.L.C.
3856. CVS EGL Lafayette LA, Inc.
3857. CVS EGL Lake Austin TX, L.P.
3858. CVS EGL Lake Butler FL, L.L.C.
3859. CVS EGL Lake North Palm FL, L.L.C.
3860. CVS EGL Lake Pickett FL, L.L.C.
3861. CVS EGL Lake Taylor TX, L.P.
3862. CVS EGL Lake Underhill FL, L.L.C.
3863. CVS EGL Lake Weir Ocala FL, L.L.C.
3864. CVS EGL Lake Worth FL, L.L.C.
3865. CVS EGL Lake Worth Fort Worth TX, L.P.
3866. CVS EGL Lake Worth Road FL, L.L.C.
3867. CVS EGL Lakeland FL, L.L.C.
3868. CVS EGL Lakeland Highlands FL, L.L.C.
3869. CVS EGL Lakewood CO CVS, L.L.C.
3870. CVS EGL Lamar Paris TX, L.P.
3871. CVS EGL Land O Lakes FL, L.L.C.
3872. CVS EGL Lantana FL, L.L.C.
3873. CVS EGL Lantana Lake Worth FL, L.L.C.
3874. CVS EGL Lauderdale FL, L.L.C.
3875. CVS EGL Laurel MS, Inc.
3876. CVS EGL Lavon Garland TX, L.P.
3877. CVS EGL Lawton OK, Inc.
3878. CVS EGL Leavenworth KS, Inc.
3879. CVS EGL Lebanon Frisco TX, L.P.
3880. CVS EGL Lecanto Beverly FL, L.L.C.
3881. CVS EGL Lee Lawton OK, Inc.
3882. CVS EGL Lee Lehigh Acres FL, L.L.C.
3883. CVS EGL Lee Orlando FL, L.L.C.
3884. CVS EGL Lees Summit MO, Inc.
3885. CVS EGL Leesburg FL, L.L.C.
3886. CVS EGL Lemmon Dallas TX, L.P.
3887. CVS EGL Lenexa KS, Inc.
3888. CVS EGL Leopard TX, L.P.
3889. CVS EGL Lewis New Iberia LA, Inc.
3890. CVS EGL Lexington Missouri City TX, L.P.
3891. CVS EGL Lexington Sugar Land TX, L.P.
3892. CVS EGL Liberty MO, Inc.
3893. CVS EGL Lindsay Gilbert AZ, L.L.C.
3894. CVS EGL Linebaugh Tampa FL, L.L.C.
3895. CVS EGL Little Elm TX, L.P.
3896. CVS EGL Little Hudson FL, L.L.C.
3897. CVS EGL Lomans Ford TX, L.P.
3898. CVS EGL Long Beach MS, Inc.
3899. CVS EGL Long Point Houston TX, L.P.
3900. CVS EGL Longboat Key FL, L.L.C.
3901. CVS EGL Longmont CO CVS, L.L.C.
3902. CVS EGL Longwood FL, L.L.C.
3903. CVS EGL Loop Alvin TX, L.P.
3904. CVS EGL Losoya San Antonio TX, L.P.
3905. CVS EGL Louetta Houston TX, L.P.
3906. CVS EGL Louetta Spring TX, L.P.

3907. CVS EGL Louisiana Properties, Inc.
3908. CVS EGL Lovers Lane TX, L.P.
3909. CVS EGL Lowell Boulevard CO CVS, L.L.C.
3910. CVS EGL Lubbock Lamesa TX, L.P.
3911. CVS EGL Lubbock TX, L.P.
3912. CVS EGL Lumsden Brandon, L.L.C.
3913. CVS EGL Lumsden Road FL, L.L.C.
3914. CVS EGL Mabank TX, L.P.
3915. CVS EGL Macarthur OK, Inc.
3916. CVS EGL Macclenney FL, L.L.C.
3917. CVS EGL Macdill Tampa FL, L.L.C.
3918. CVS EGL Madison Tampa FL, L.L.C.
3919. CVS EGL Magee MS, Inc.
3920. CVS EGL Magnolia FL, L.L.C.
3921. CVS EGL Main Apopka FL, L.L.C.
3922. CVS EGL Main Avon Park FL, L.L.C.
3923. CVS EGL Main Baker LA, Inc.
3924. CVS EGL Main Bushnell FL, L.L.C.
3925. CVS EGL Main Dallas TX, L.P.
3926. CVS EGL Main FL, L.L.C.
3927. CVS EGL Main Franklin LA, Inc.
3928. CVS EGL Main Gainesville FL, L.L.C.
3929. CVS EGL Main Galliano LA, Inc.
3930. CVS EGL Main Inverness FL, L.L.C.
3931. CVS EGL Main Kansas City MO, Inc.
3932. CVS EGL Main Kerrville TX, L.P.
3933. CVS EGL Main Lewisville TX, L.P.
3934. CVS EGL Main Liberty TX, L.P.
3935. CVS EGL Main Martinville LA, Inc.
3936. CVS EGL Main Mesa AZ, L.L.C.
3937. CVS EGL Main Norman OK, Inc.
3938. CVS EGL Main Opelousas LA, Inc.
3939. CVS EGL Main Street TX, L.P.
3940. CVS EGL Main The Colony TX, L.P.
3941. CVS EGL Main Wildwood FL, L.L.C.
3942. CVS EGL Main Windsor CO CVS, L.L.C.
3943. CVS EGL Main Winnfield LA, Inc.
3944. CVS EGL Malabar Palm Bay FL, L.L.C.
3945. CVS EGL Manatee Beach FL, L.L.C.
3946. CVS EGL Manatee Bradenton FL, L.L.C.
3947. CVS EGL Mandalay Ave FL, L.L.C.
3948. CVS EGL Mansfield Fort Worth TX, L.P.
3949. CVS EGL Mansfield Shreveport LA, Inc.
3950. CVS EGL Mansfield TX, L.P.
3951. CVS EGL Maplewood Sulphur LA, Inc.
3952. CVS EGL Marco Island FL, L.L.C.
3953. CVS EGL Margate FL, L.L.C.
3954. CVS EGL Margate Pompano FL, L.L.C.
3955. CVS EGL Marianna FL, L.L.C.
3956. CVS EGL Maricamp Ocala FL, L.L.C.
3957. CVS EGL Market Street TX, L.P.
3958. CVS EGL Market Stuart FL, L.L.C.
3959. CVS EGL Marsh Lane TX, L.P.
3960. CVS EGL Marshall Howard TX, L.P.
3961. CVS EGL Martin Downs FL, L.L.C.
3962. CVS EGL Martin Greenville MS, Inc.

3963. CVS EGL Martin Luther King OK, Inc.
3964. CVS EGL Marty Street KS, Inc.
3965. CVS EGL Mary Esther FL, L.L.C.
3966. CVS EGL Mason Cypress TX, L.P.
3967. CVS EGL Mass Port Richey FL, L.L.C.
3968. CVS EGL Matlock Arlington TX, L.P.
3969. CVS EGL May Oklahoma, Inc.
3970. CVS EGL McCall Englewood FL, L.L.C.
3971. CVS EGL McCart Fort Worth TX, L.P.
3972. CVS EGL McComb MS, Inc.
3973. CVS EGL McDermott Plano TX, L.P.
3974. CVS EGL McDowell Mesa AZ, L.L.C.
3975. CVS EGL McKellips Mesa AZ, L.L.C.
3976. CVS EGL McMullen Booth FL, L.L.C.
3977. CVS EGL Meadowbrook Fort TX, L.P.
3978. CVS EGL Medical San Antonio TX, L.P.
3979. CVS EGL Meeting Place FL, L.L.C.
3980. CVS EGL Memorial Drive TX, L.P.
3981. CVS EGL Memorial Lakeland FL, L.L.C.
3982. CVS EGL Menaul Eubank NM, L.L.C.
3983. CVS EGL Merritt Island FL, L.L.C.
3984. CVS EGL Mesa AZ, L.L.C.
3985. CVS EGL Mesa Houston TX, L.P.
3986. CVS EGL Mesquite TX, L.P.
3987. CVS EGL Metairie Road LA, Inc.
3988. CVS EGL Metcalf KS, Inc.
3989. CVS EGL Meyer Street TX, L.P.
3990. CVS EGL Miami 56th FL, L.L.C.
3991. CVS EGL Miami Beach FL, L.L.C.
3992. CVS EGL Miami Dix FL, L.L.C.
3993. CVS EGL Miami FL, L.L.C.
3994. CVS EGL Military Delray FL, L.L.C.
3995. CVS EGL Military Flores TX, L.P.
3996. CVS EGL Military Palm Beach FL, L.L.C.
3997. CVS EGL Military Pineville LA, Inc.
3998. CVS EGL Military Trail Jupiter FL, L.L.C.
3999. CVS EGL Military West Palm Beach FL, L.L.C.
4000. CVS EGL Mills Miami FL, L.L.C.
4001. CVS EGL Milwaukee TX, L.P.
4002. CVS EGL Minden LA, Inc.
4003. CVS EGL Miramar Dykes FL, L.L.C.
4004. CVS EGL Miramar FL, L.L.C.
4005. CVS EGL Miramar Hollywood FL, L.L.C.
4006. CVS EGL Miramar Indialantic FL, L.L.C.
4007. CVS EGL Miramar Parkway FL, L.L.C.
4008. CVS EGL Miromar Estero FL, L.L.C.
4009. CVS EGL Mississippi Aurora CO CVS, L.L.C.
4010. CVS EGL Mississippi Properties, Inc.
4011. CVS EGL Missouri Ave FL, L.L.C.
4012. CVS EGL Missouri Properties, Inc.
4013. CVS EGL Mizner Boca FL, L.L.C.
4014. CVS EGL Mobile Highway FL, L.L.C.
4015. CVS EGL Mobile Pensacola FL, L.L.C.
4016. CVS EGL Monroe Tallahassee FL, L.L.C.
4017. CVS EGL Montgomery FL, L.L.C.
4018. CVS EGL Montgomery NM, L.L.C.

4019. CVS EGL Monument Saint Joe FL, L.L.C.	4044. CVS EGL N Nacogdoches TX, L.P.
4020. CVS EGL Moore OK, Inc.	4045. CVS EGL N New Waco TX, L.P.
4021. CVS EGL Moreau Marksville LA, Inc.	4046. CVS EGL N Richmond Wharton TX, L.P.
4022. CVS EGL Moss Lafayette LA, Inc.	4047. CVS EGL N Saint Marys Beeville TX, L.P.
4023. CVS EGL Municipal Drive FL, L.L.C.	4048. CVS EGL N Story Irving TX, L.P.
4024. CVS EGL Mur Len Olathe KS, Inc.	4049. CVS EGL N Tarrant N Richland Hills TX, L.P.
4025. CVS EGL Murphy TX, L.P.	4050. CVS EGL N Walnut Creek Mansfield TX, L.P.
4026. CVS EGL N 18th Waco TX, L.P.	4051. CVS EGL N Willis Abilene TX, L.P.
4027. CVS EGL N Beach Fort Worth TX, L.P.	4052. CVS EGL Nacogdoches San Antonio TX, L.P.
4028. CVS EGL N Bluegrove Lancaster TX, L.P.	4053. CVS EGL Nall Avenue KS, Inc.
4029. CVS EGL N Carrier Grand Prairie TX, L.P.	4054. CVS EGL Naples FL, L.L.C.
4030. CVS EGL N Central Dallas TX, L.P.	4055. CVS EGL Narcoosee Road FL, L.L.C.
4031. CVS EGL N Denton Tap Coppel TX, L.P.	4056. CVS EGL Nasa Houston TX, L.P.
4032. CVS EGL N Frazier Conroe TX, L.P.	4057. CVS EGL Natchez MS, Inc.
4033. CVS EGL N Galloway Mesquite TX, L.P.	4058. CVS EGL Navarre FL, L.L.C.
4034. CVS EGL N Greer Pittsburg TX, L.P.	4059. CVS EGL Nebraska Tampa FL, L.L.C.
4035. CVS EGL N I 35 Denton TX, L.P.	4060. CVS EGL Nederland TX, L.P.
4036. CVS EGL N Industrial Bedford TX, L.P.	4061. CVS EGL New Boston Texarkana TX, L.P.
4037. CVS EGL N Josey Carrollton TX, L.P.	4062. CVS EGL New Braunfels TX, L.P.
4038. CVS EGL N Judge Ely Abilene TX, L.P.	4063. CVS EGL New Cedar TX, L.P.
4039. CVS EGL N Lamar Austin TX, L.P.	4064. CVS EGL New Orleans LA, Inc.
4040. CVS EGL N Macarthur Irving TX, L.P.	4065. CVS EGL New Tampa FL, L.L.C.
4041. CVS EGL N Main Pearland TX, L.P.	4066. CVS EGL New Territory Sugar Land TX, L.P.
4042. CVS EGL N Main Vidor TX, L.P.	4067. CVS EGL Newberry Road FL, L.L.C.
4043. CVS EGL N Mccoy New Boston TX, L.P.	4068. CVS EGL Newhaven FL, L.L.C.
	4069. CVS EGL Niceville FL, L.L.C.
	4070. CVS EGL Nine Mile FL, L.L.C.
	4071. CVS EGL Ninth Galveston TX, L.P.
	4072. CVS EGL Noble Williston FL, L.L.C.
	4073. CVS EGL Nogalitos TX, L.P.

4074. CVS EGL Nomans FL, L.L.C.	4104. CVS EGL Northeast Ocean FL, L.L.C.
4075. CVS EGL Norman OK, Inc.	4105. CVS EGL Northern Glendale AZ, L.L.C.
4076. CVS EGL Normandy FL, L.L.C.	4106. CVS EGL Northpark Humble TX, L.P.
4077. CVS EGL Normandy Jacksonville FL, L.L.C.	4107. CVS EGL Northwest Freeway TX, L.P.
4078. CVS EGL North 16th AZ, L.L.C.	4108. CVS EGL Northwest Houston TX, L.P.
4079. CVS EGL North 16th Street TX, L.P.	4109. CVS EGL Nova Daytona Beach FL, L.L.C.
4080. CVS EGL North Belton MO, Inc.	4110. CVS EGL Nova Ormond Beach FL, L.L.C.
4081. CVS EGL North Braunfels TX, L.P.	4111. CVS EGL NW Loop 436 Carthage TX, L.P.
4082. CVS EGL North Cleveland FL, L.L.C.	4112. CVS EGL Oak Kansas City MO, Inc.
4083. CVS EGL North Congress FL, L.L.C.	4113. CVS EGL Oak Lawn Dallas TX, L.P.
4084. CVS EGL North Dale Tampa FL, L.L.C.	4114. CVS EGL Oak Traffic Kansas City MO, Inc.
4085. CVS EGL North Davis MS, Inc.	4115. CVS EGL Oakhurst Seminole FL, L.L.C.
4086. CVS EGL North Federal FL, L.L.C.	4116. CVS EGL Oakland Lauderdale FL, L.L.C.
4087. CVS EGL North Florida FL, L.L.C.	4117. CVS EGL Oakland Park Boulevard FL, L.L.C.
4088. CVS EGL North Freeway TX, L.P.	4118. CVS EGL Oakland Park West FL, L.L.C.
4089. CVS EGL North Highland FL, L.L.C.	4119. CVS EGL Ocala Southwest FL, L.L.C.
4090. CVS EGL North Homestead FL, L.L.C.	4120. CVS EGL Ocean Springs MS, Inc.
4091. CVS EGL North Josey Lane TX, L.P.	4121. CVS EGL Ocoee FL, L.L.C.
4092. CVS EGL North Lauderdale FL, L.L.C.	4122. CVS EGL Ohio Live Oak FL, L.L.C.
4093. CVS EGL North Market LA, Inc.	4123. CVS EGL Ohio Lynn Haven FL, L.L.C.
4094. CVS EGL North May OK, Inc.	4124. CVS EGL Okeechobee Boulevard FL, L.L.C.
4095. CVS EGL North Miami Beach FL, L.L.C.	4125. CVS EGL Okeechobee West Palm FL, L.L.C.
4096. CVS EGL North Military Trail FL, L.L.C.	
4097. CVS EGL North Nova FL, L.L.C.	
4098. CVS EGL North Ocean FL, L.L.C.	
4099. CVS EGL North Pensacola FL, L.L.C.	
4100. CVS EGL North Rockwell OK, Inc.	
4101. CVS EGL North Santa Fe OK, Inc.	
4102. CVS EGL North Vero FL, L.L.C.	
4103. CVS EGL North Wickham Road FL, L.L.C.	

- 4126. CVS EGL Oklahoma City 44 Southwest, Inc.
- 4127. CVS EGL Oklahoma Properties, Inc.
- 4128. CVS EGL Olathe KS, Inc.
- 4129. CVS EGL Old Cutler Miami FL, L.L.C.
- 4130. CVS EGL Old Quincy Tallahassee FL, L.L.C.
- 4131. CVS EGL Old Westeimer TX, L.P.
- 4132. CVS EGL Opa Locka FL, L.L.C.
- 4133. CVS EGL Orange Blossom Orlando FL, L.L.C.
- 4134. CVS EGL Orange Blossom Trail FL, L.L.C.
- 4135. CVS EGL Orange Kissimmee FL, L.L.C.
- 4136. CVS EGL Orange Orlando FL, L.L.C.
- 4137. CVS EGL Orange Park FL, L.L.C.
- 4138. CVS EGL Orange TX, L.P.
- 4139. CVS EGL Orlando Sanford FL, L.L.C.
- 4140. CVS EGL Orlando Winter Park FL, L.L.C.
- 4141. CVS EGL Oro Valley AZ, L.L.C.
- 4142. CVS EGL Osceola Kissimmee FL, L.L.C.
- 4143. CVS EGL Oslo Vero FL, L.L.C.
- 4144. CVS EGL Osprey FL, L.L.C.
- 4145. CVS EGL Osuna Road NM, L.L.C.
- 4146. CVS EGL Overland Park KS, Inc.
- 4147. CVS EGL Overseas Big Pine Key FL, L.L.C.
- 4148. CVS EGL Overseas Islamorada FL, L.L.C.
- 4149. CVS EGL Overseas Key Largo FL, L.L.C.
- 4150. CVS EGL Overseas Marathon FL, L.L.C.
- 4151. CVS EGL Overseas Tavernier FL, L.L.C.
- 4152. CVS EGL Oviedo FL, L.L.C.
- 4153. CVS EGL Oxford FL, L.L.C.
- 4154. CVS EGL Oyster Creek Lake Jackson TX, L.P.
- 4155. CVS EGL Palafox Pensacola FL, L.L.C.
- 4156. CVS EGL Palatka FL, L.L.C.
- 4157. CVS EGL Palm 19th North FL, L.L.C.
- 4158. CVS EGL Palm Avenue FL, L.L.C.
- 4159. CVS EGL Palm Bay FL, L.L.C.
- 4160. CVS EGL Palm Beach Boulevard FL, L.L.C.
- 4161. CVS EGL Palm Beach Fort Myers FL, L.L.C.
- 4162. CVS EGL Palm Coast FL, L.L.C.
- 4163. CVS EGL Palm Ridge Sanibel FL, L.L.C.
- 4164. CVS EGL Panama City FL, L.L.C.
- 4165. CVS EGL Panther Creek TX, L.P.
- 4166. CVS EGL Park Houma LA, Inc.
- 4167. CVS EGL Parker Centennial CO CVS, L.L.C.
- 4168. CVS EGL Parker Denver CO CVS, L.L.C.
- 4169. CVS EGL Parkway Spring TX, L.P.
- 4170. CVS EGL Parkwood TX, L.P.
- 4171. CVS EGL Parmer Cedar TX, L.P.
- 4172. CVS EGL Parmer Harris TX, L.P.
- 4173. CVS EGL Parrott Okeechobee FL, L.L.C.
- 4174. CVS EGL Pascagoula MS, Inc.
- 4175. CVS EGL Paseo Del Norte NM, L.L.C.
- 4176. CVS EGL Pat Booker Universal City TX, L.P.
- 4177. CVS EGL Paul Maillard Luling LA, Inc.
- 4178. CVS EGL Pearl Boulder CO CVS, L.L.C.
- 4179. CVS EGL Pearl MS, Inc.
- 4180. CVS EGL Perdido Pensacola FL, L.L.C.

4181. CVS EGL Perkins Baton Rouge LA, Inc.
4182. CVS EGL Pflugerville TX, L.P.
4183. CVS EGL PGA Boulevard FL, L.L.C.
4184. CVS EGL Phenix City AL, Inc.
4185. CVS EGL Phoenix McDowell AZ, L.L.C.
4186. CVS EGL Picayune MS, Inc.
4187. CVS EGL Pine Island FL, L.L.C.
4188. CVS EGL Pine Naples FL, L.L.C.
4189. CVS EGL Pine Ocala FL, L.L.C.
4190. CVS EGL Pinellas Park FL, L.L.C.
4191. CVS EGL Pines Boulevard FL, L.L.C.
4192. CVS EGL Pines Hollywood FL, L.L.C.
4193. CVS EGL Pines Shreveport LA, Inc.
4194. CVS EGL Pinhook Lafayette LA, Inc.
4195. CVS EGL Pioneer Arlington TX, L.P.
4196. CVS EGL Pipers Glen FL, L.L.C.
4197. CVS EGL Plank Baton Rouge LA, Inc.
4198. CVS EGL Plant City FL, L.L.C.
4199. CVS EGL Platte City MO, Inc.
4200. CVS EGL Plaza Tampa FL, L.L.C.
4201. CVS EGL Pleasant Valley Garland TX, L.P.
4202. CVS EGL Poinciana Destin FL, L.L.C.
4203. CVS EGL Pointe Fort Myers FL, L.L.C.
4204. CVS EGL Polk Houston TX, L.P.
4205. CVS EGL Pompano Beach FL, L.L.C.
4206. CVS EGL Ponchatoula LA, Inc.
4207. CVS EGL Pontchartrain Slidell LA, Inc.
4208. CVS EGL Port Arthur TX, L.P.
4209. CVS EGL Port Lavaca TX, L.P.
4210. CVS EGL Port Neches TX, L.P.
4211. CVS EGL Port Richey FL, L.L.C.
4212. CVS EGL Port Saint Lucie FL, L.L.C.
4213. CVS EGL Port Southwest FL, L.L.C.
4214. CVS EGL Porter TX, L.P.
4215. CVS EGL Post Oak TX, L.P.
4216. CVS EGL Potranco San Antonio TX, L.P.
4217. CVS EGL Power German AZ, L.L.C.
4218. CVS EGL Powers Stetson CO CVS, L.L.C.
4219. CVS EGL Prairie Village KS, Inc.
4220. CVS EGL Precinct Hurst TX, L.P.
4221. CVS EGL Preston Forrest TX, L.P.
4222. CVS EGL Preston Frisco TX, L.P.
4223. CVS EGL Preston Road TX, L.P.
4224. CVS EGL Prima Vista FL, L.L.C.
4225. CVS EGL Providence Deltona FL, L.L.C.
4226. CVS EGL Prytania New Orleans LA, Inc.
4227. CVS EGL Public Lafayette CO CVS, L.L.C.
4228. CVS EGL Quail Roost Miami FL, L.L.C.
4229. CVS EGL Quebec Denver CO CVS, L.L.C.
4230. CVS EGL Queenston TX, L.P.
4231. CVS EGL Quincy Avenue MO, Inc.
4232. CVS EGL Quincy FL, L.L.C.
4233. CVS EGL Quincy Tallahassee FL, L.L.C.
4234. CVS EGL Racetrack Walton FL, L.L.C.
4235. CVS EGL Rattlesnake Hammock FL, L.L.C.
4236. CVS EGL Rattlesnake Naples FL, L.L.C.
4237. CVS EGL Ray McQueen AZ, L.L.C.

4238. CVS EGL Rayford Spring TX, L.P.
4239. CVS EGL Red Bluff Pasadena TX, L.P.
4240. CVS EGL Red Bug FL, L.L.C.
4241. CVS EGL Red Bug Oviedo FL, L.L.C.
4242. CVS EGL Reno Mustang OK, Inc.
4243. CVS EGL Research TX, L.P.
4244. CVS EGL Richardson Henderson TX, L.P.
4245. CVS EGL Richey FL, L.L.C.
4246. CVS EGL Richland MS, Inc.
4247. CVS EGL Richmond Hill FL, L.L.C.
4248. CVS EGL Ridge New Port Richey FL, L.L.C.
4249. CVS EGL Ridgewood Beach FL, L.L.C.
4250. CVS EGL Ridgewood Edgewater FL, L.L.C.
4251. CVS EGL Riggs Chandler AZ, L.L.C.
4252. CVS EGL River Oaks Fort Worth TX, L.P.
4253. CVS EGL Riverview FL, L.L.C.
4254. CVS EGL Robertsdale AL, Inc.
4255. CVS EGL Robinson Norman OK, Inc.
4256. CVS EGL Robstown TX, L.P.
4257. CVS EGL Rock Prairie College Station TX, L.P.
4258. CVS EGL Rockwall TX, L.P.
4259. CVS EGL Rockwell Oklahoma City OK, Inc.
4260. CVS EGL Rogero Jacksonville FL, L.L.C.
4261. CVS EGL Roosevelt FL, L.L.C.
4262. CVS EGL Roosevelt Key West FL, L.L.C.
4263. CVS EGL Rosemont Goodyear AZ, L.L.C.
4264. CVS EGL Rosenberg TX, L.P.
4265. CVS EGL Ross Dallas TX, L.P.
4266. CVS EGL Round Rock TX, L.P.
4267. CVS EGL Rowlett TX, L.P.
4268. CVS EGL Royal Palm Beach FL, L.L.C.
4269. CVS EGL Rufe Snow Keller TX, L.P.
4270. CVS EGL Sadler Fernandina Beach FL, L.L.C.
4271. CVS EGL Saginaw TX, L.P.
4272. CVS EGL Saint Andrews Boca Raton FL, L.L.C.
4273. CVS EGL Saint Augustine FL, L.L.C.
4274. CVS EGL Saint James FL, L.L.C.
4275. CVS EGL Sam Houston LA, Inc.
4276. CVS EGL Sample Pompano Beach FL, L.L.C.
4277. CVS EGL Samuel Dallas TX, L.P.
4278. CVS EGL San Bernardino NM, L.L.C.
4279. CVS EGL San Carlos FL, L.L.C.
4280. CVS EGL San Jose FL, L.L.C.
4281. CVS EGL San Marcos TX, L.P.
4282. CVS EGL San Pedro Avenue TX, L.P.
4283. CVS EGL Sandalfoot Boca Raton FL, L.L.C.
4284. CVS EGL Sandlake Orlando FL, L.L.C.
4285. CVS EGL Sanford FL, L.L.C.
4286. CVS EGL Santa Barbara Cape Coral FL, L.L.C.
4287. CVS EGL Santa Edmond OK, Inc.
4288. CVS EGL Santa Fe OK, Inc.
4289. CVS EGL Sarafruit FL, L.L.C.
4290. CVS EGL Sarasota FL, L.L.C.
4291. CVS EGL Satellite Beach FL, L.L.C.
4292. CVS EGL Sawgrass Ponte Vedra FL, L.L.C.
4293. CVS EGL Scarsdale Houston TX, L.P.

4294. CVS EGL Schillinger Mobile AL, Inc.	4323. CVS EGL Snider Plaza TX, L.P.
4295. CVS EGL Scott Street TX, L.P.	4324. CVS EGL Snow Mid Cities TX, L.P.
4296. CVS EGL Scottsdale AZ, L.L.C.	4325. CVS EGL Socrum Loop FL, L.L.C.
4297. CVS EGL Scottsdale Paradise AZ, L.L.C.	4326. CVS EGL South 270 League City TX, L.P.
4298. CVS EGL Seagoville TX, L.P.	4327. CVS EGL South 78 Wylie TX, L.P.
4299. CVS EGL Sebastian FL, L.L.C.	4328. CVS EGL South Alameda TX, L.P.
4300. CVS EGL Sebring FL, L.L.C.	4329. CVS EGL South Boynton FL, L.L.C.
4301. CVS EGL Security CO CVS, L.L.C.	4330. CVS EGL South Bryant OK, Inc.
4302. CVS EGL Seffner FL, L.L.C.	4331. CVS EGL South Cleveland FL, L.L.C.
4303. CVS EGL Seminole Largo FL, L.L.C.	4332. CVS EGL South Congress FL, L.L.C.
4304. CVS EGL Semmes AL, Inc.	4333. CVS EGL South Conway FL, L.L.C.
4305. CVS EGL Semoran Winter Park FL, L.L.C.	4334. CVS EGL South Deerfield FL, L.L.C.
4306. CVS EGL Seven Springs FL, L.L.C.	4335. CVS EGL South Dixie FL, L.L.C.
4307. CVS EGL Severn Metairie LA, Inc.	4336. CVS EGL South East 44th OK, Inc.
4308. CVS EGL Shartel Oklahoma, Inc.	4337. CVS EGL South Fort Worth TX, L.P.
4309. CVS EGL Shaver Pasadena TX, L.P.	4338. CVS EGL South Hampton TX, L.P.
4310. CVS EGL Shawnee KS, Inc.	4339. CVS EGL South Hiawasse FL, L.L.C.
4311. CVS EGL Shea Phoenix AZ, L.L.C.	4340. CVS EGL South Jefferson TX, L.P.
4312. CVS EGL Sheldon Channelview TX, L.P.	4341. CVS EGL South Main Houston TX, L.P.
4313. CVS EGL Sheridan Hollywood FL, L.L.C.	4342. CVS EGL South Mason Katy TX, L.P.
4314. CVS EGL Sheridan Pembroke FL, L.L.C.	4343. CVS EGL South Miami FL, L.L.C.
4315. CVS EGL Sherwood Forest LA, Inc.	4344. CVS EGL South Military FL, L.L.C.
4316. CVS EGL Shreveport LA, Inc.	4345. CVS EGL South Monroe FL, L.L.C.
4317. CVS EGL Silsbee TX, L.P.	4346. CVS EGL South Orange Orlando FL, L.L.C.
4318. CVS EGL Silver Springs FL, L.L.C.	4347. CVS EGL South Ridgewood FL, L.L.C.
4319. CVS EGL Silver Star Orlando FL, L.L.C.	4348. CVS EGL South Staples TX, L.P.
4320. CVS EGL Simon Franklin LA, Inc.	4349. CVS EGL South Storey TX, L.P.
4321. CVS EGL Skillman TX, L.P.	
4322. CVS EGL Skyline Tucson AZ, L.L.C.	

4350. CVS EGL South Volusia FL, L.L.C.	4375. CVS EGL Staring Baton Rouge LA, Inc.
4351. CVS EGL South Washington TX, L.P.	4376. CVS EGL Starkey Seminole FL, L.L.C.
4352. CVS EGL South Woodland FL, L.L.C.	4377. CVS EGL State Altamonte FL, L.L.C.
4353. CVS EGL Southeast Maricamp FL, L.L.C.	4378. CVS EGL State Augustine FL, L.L.C.
4354. CVS EGL Southern Boulevard FL, L.L.C.	4379. CVS EGL State Callahan FL, L.L.C.
4355. CVS EGL Southern Mesa AZ, L.L.C.	4380. CVS EGL State Clearwater FL, L.L.C.
4356. CVS EGL Southern, L.L.C.	4381. CVS EGL State Hollywood FL, L.L.C.
4357. CVS EGL Southside Jacksonville FL, L.L.C.	4382. CVS EGL State Jackson MS, Inc.
4358. CVS EGL Southwest 88th FL, L.L.C.	4383. CVS EGL State Lauderdale FL, L.L.C.
4359. CVS EGL Southwest FL, L.L.C.	4384. CVS EGL State Line Kansas City MO, Inc.
4360. CVS EGL Southwest Sugar Land TX, L.P.	4385. CVS EGL State Line Road MO, Inc.
4361. CVS EGL Southwest Wichita Falls TX, L.P.	4386. CVS EGL State Longwood FL, L.L.C.
4362. CVS EGL Speedway Tucson AZ, L.L.C.	4387. CVS EGL State Road 7 FL, L.L.C.
4363. CVS EGL Spencer Highway TX, L.P.	4388. CVS EGL State Valrico FL, L.L.C.
4364. CVS EGL Spencer Pasadena TX, L.P.	4389. CVS EGL Sterlington Monroe LA, Inc.
4365. CVS EGL Spirit Lake FL, L.L.C.	4390. CVS EGL Stewart Azle TX, L.P.
4366. CVS EGL Spring Champion TX, L.P.	4391. CVS EGL Stirling Lauderdale FL, L.L.C.
4367. CVS EGL Spring FL, L.L.C.	4392. CVS EGL Stock Island FL, L.L.C.
4368. CVS EGL Spring Hill AL, Inc.	4393. CVS EGL Stone Kilgore TX, L.P.
4369. CVS EGL Spring Hill Drive FL, L.L.C.	4394. CVS EGL Strand Naples FL, L.L.C.
4370. CVS EGL Spring Hill FL, L.L.C.	4395. CVS EGL Stribling Brandon MS, Inc.
4371. CVS EGL SR 13 Jacksonville FL, L.L.C.	4396. CVS EGL Stuart FL, L.L.C.
4372. CVS EGL St. Cloud FL, L.L.C.	4397. CVS EGL Sulphur Springs TX, L.P.
4373. CVS EGL St. Pete Sarasota FL, L.L.C.	4398. CVS EGL Summerlin FL, L.L.C.
4374. CVS EGL Stapley Mesa AZ, L.L.C.	4399. CVS EGL Sun City FL, L.L.C.
	4400. CVS EGL Suncoast FL, L.L.C.
	4401. CVS EGL Suncrest Jackson MS, Inc.

4402. CVS EGL Sunrise Commercial FL, L.L.C.	4425. CVS EGL Tatum Phoenix AZ, L.L.C.
4403. CVS EGL Sunrise Lauderdale FL, L.L.C.	4426. CVS EGL Teel Frisco TX, L.P.
4404. CVS EGL Sunset Drive FL, L.L.C.	4427. CVS EGL Telephone HoustonTX, L.P.
4405. CVS EGL Sunset Miami FL, L.L.C.	4428. CVS EGL Temple Starke FL, L.L.C.
4406. CVS EGL SW Green Arlington TX, L.P.	4429. CVS EGL Tenaha Center TX, L.P.
4407. CVS EGL SW Wilshire Burleson TX, L.P.	4430. CVS EGL Tennessee FL, L.L.C.
4408. CVS EGL Sycamore School TX, L.P.	4431. CVS EGL Tequesta FL, L.L.C.
4409. CVS EGL Taft Street FL, L.L.C.	4432. CVS EGL Texas Alice TX, L.P.
4410. CVS EGL Tamiami Bonita Springs FL, L.L.C.	4433. CVS EGL Texas College Station TX, L.P.
4411. CVS EGL Tamiami Fort Myers FL, L.L.C.	4434. CVS EGL Texas Properties, Inc.
4412. CVS EGL Tamiami Naples FL, L.L.C.	4435. CVS EGL Texoma Sherman TX, L.P.
4413. CVS EGL Tamiami Nokomis FL, L.L.C.	4436. CVS EGL Thomasville FL, L.L.C.
4414. CVS EGL Tamiami North Port FL, L.L.C.	4437. CVS EGL Thomasville Road FL, L.L.C.
4415. CVS EGL Tamiami Port Charlotte FL, L.L.C.	4438. CVS EGL Thomasville Tallahassee FL, L.L.C.
4416. CVS EGL Tamiami Punta Gorda FL, L.L.C.	4439. CVS EGL Thompson Nursery FL, L.L.C.
4417. CVS EGL Tamiami Sarasota FL, L.L.C.	4440. CVS EGL Thompson Peak AZ, L.L.C.
4418. CVS EGL Tamiami Venice FL, L.L.C.	4441. CVS EGL Thornton CO CVS, L.L.C.
4419. CVS EGL Tampa Jenkins FL, L.L.C.	4442. CVS EGL Thornton Temple TX, L.P.
4420. CVS EGL Tampa Oldsmar FL, L.L.C.	4443. CVS EGL Thunderbird Peoria AZ, L.L.C.
4421. CVS EGL Tampa St. Pete FL, L.L.C.	4444. CVS EGL Thunderbird Sun City AZ, L.L.C.
4422. CVS EGL Tarpon Springs FL, L.L.C.	4445. CVS EGL Tidwell Houston TX, L.P.
4423. CVS EGL Tarrant Beach TX, L.P.	4446. CVS EGL Timberline Collins CO CVS, L.L.C.
4424. CVS EGL Tate Cove Ville Platte LA, Inc.	4447. CVS EGL Tomball TX, L.P.
	4448. CVS EGL Tower Denver CO CVS, L.L.C.
	4449. CVS EGL Town FL, L.L.C.
	4450. CVS EGL Trade Canton TX, L.P.

4451. CVS EGL Trail Fort Myers FL, L.L.C.	4476. CVS EGL Vanderbilt Beach FL, L.L.C.
4452. CVS EGL Trail Lake TX, L.P.	4477. CVS EGL Vegas Verdes NM, L.L.C.
4453. CVS EGL Trail Naples FL, L.L.C.	4478. CVS EGL Venice Bypass FL, L.L.C.
4454. CVS EGL Truman Key West FL, L.L.C.	4479. CVS EGL Venice FL, L.L.C.
4455. CVS EGL Tulip FL, L.L.C.	4480. CVS EGL Veterans Metairie LA, Inc.
4456. CVS EGL Tuttle Sarasota FL, L.L.C.	4481. CVS EGL Viera Melbourne FL, L.L.C.
4457. CVS EGL Twin Hills Dallas TX, L.P.	4482. CVS EGL Village West Palm FL, L.L.C.
4458. CVS EGL Tyler TX, L.P.	4483. CVS EGL Vine Kissimmee FL, L.L.C.
4459. CVS EGL Tyndall Panama City FL, L.L.C.	4484. CVS EGL Vineland Kissimmee FL, L.L.C.
4460. CVS EGL Ulmerton Largo FL, L.L.C.	4485. CVS EGL Vivion Kansas City MO, Inc.
4461. CVS EGL Ulmerton Road FL, L.L.C.	4486. CVS EGL Voss Houston TX, L.P.
4462. CVS EGL Underhill Orlando FL, L.L.C.	4487. CVS EGL W 20 Arlington TX, L.P.
4463. CVS EGL Union Hills AZ, L.L.C.	4488. CVS EGL W 4th Cameron TX, L.P.
4464. CVS EGL University Blvd Orlando FL, L.L.C.	4489. CVS EGL W 7th Corsicana TX, L.P.
4465. CVS EGL University Bradenton FL, L.L.C.	4490. CVS EGL W Adams Temple TX, L.P.
4466. CVS EGL University Denton TX, L.P.	4491. CVS EGL W Beauregard TX, L.P.
4467. CVS EGL University Fort Lauderdale FL, L.L.C.	4492. CVS EGL W Bell Fort TX, L.P.
4468. CVS EGL University Hollywood FL, L.L.C.	4493. CVS EGL W Berry Fort Worth TX, L.P.
4469. CVS EGL University Pompano FL, L.L.C.	4494. CVS EGL W Camp Wisdom TX, L.P.
4470. CVS EGL University Winter Park FL, L.L.C.	4495. CVS EGL W Davis Conroe TX, L.P.
4471. CVS EGL US Hwy 19 Holiday FL, L.L.C.	4496. CVS EGL W Frank Lufkin TX, L.P.
4472. CVS EGL Uvalde Houston TX, L.P.	4497. CVS EGL W Gentry Tyler TX, L.P.
4473. CVS EGL Val Vista AZ, L.L.C.	4498. CVS EGL W Illinois Dallas TX, L.P.
4474. CVS EGL Valley Mills TX, L.P.	4499. CVS EGL W Lamar Arlington TX, L.P.
4475. CVS EGL Vandament Yukon OK, Inc.	4500. CVS EGL W Little York Houston TX, L.P.

4501. CVS EGL W Loop Longview TX, L.P.	4528. CVS EGL Wemore Tucson AZ, L.L.C.
4502. CVS EGL W Main League City TX, L.P.	4529. CVS EGL Wesley Chapel FL, L.L.C.
4503. CVS EGL W Marshall Longview TX, L.P.	4530. CVS EGL Wesley Greenville TX, L.P.
4504. CVS EGL W Moore Terrell TX, L.P.	4531. CVS EGL West Anderson TX, L.P.
4505. CVS EGL W Northwest Grapevine TX, L.P.	4532. CVS EGL West Arkansas TX, L.P.
4506. CVS EGL W Park Row TX, L.P.	4533. CVS EGL West Avenue TX, L.P.
4507. CVS EGL W Parker TX, L.P.	4534. CVS EGL West Bellfort TX, L.P.
4508. CVS EGL W Pioneer TX, L.P.	4535. CVS EGL West Britton OK, Inc.
4509. CVS EGL W San Antonio TX, L.P.	4536. CVS EGL West Broward FL, L.L.C.
4510. CVS EGL W Walker TX, L.P.	4537. CVS EGL West Campbell TX, L.P.
4511. CVS EGL W Walnut Garland TX, L.P.	4538. CVS EGL West Colonial FL, L.L.C.
4512. CVS EGL W Washington TX, L.P.	4539. CVS EGL West Columbia TX, L.P.
4513. CVS EGL Wabasso FL, L.L.C.	4540. CVS EGL West Davie Boulevard FL, L.L.C.
4514. CVS EGL Wadsworth CO CVS, L.L.C.	4541. CVS EGL West Ennis TX, L.P.
4515. CVS EGL Walker Houston TX, L.P.	4542. CVS EGL West Esplanade LA, Inc.
4516. CVS EGL Walker LA, Inc.	4543. CVS EGL West FM 1960 TX, L.P.
4517. CVS EGL Waller TX, L.P.	4544. CVS EGL West Houston TX, L.P.
4518. CVS EGL Walsingham Largo FL, L.L.C.	4545. CVS EGL West Jefferson TX, L.P.
4519. CVS EGL Walzem San Antonio TX, L.P.	4546. CVS EGL West Lantana FL, L.L.C.
4520. CVS EGL Warner Gilbert AZ, L.L.C.	4547. CVS EGL West Park Avenue LA, Inc.
4521. CVS EGL Washington Franklinton LA, Inc.	4548. CVS EGL West Pensacola FL, L.L.C.
4522. CVS EGL Washington Houston TX, L.P.	4549. CVS EGL West River Tucson AZ, L.L.C.
4523. CVS EGL Washington Miami FL, L.L.C.	4550. CVS EGL West Rochelle TX, L.P.
4524. CVS EGL Washington TX, L.P.	4551. CVS EGL West Sample FL, L.L.C.
4525. CVS EGL Weatherford TX, L.P.	4552. CVS EGL West Slaughter TX, L.P.
4526. CVS EGL Webster TX, L.P.	4553. CVS EGL West Sunrise FL, L.L.C.
4527. CVS EGL Wellington Forest FL, L.L.C.	4554. CVS EGL West Tampa FL, L.L.C.
	4555. CVS EGL West Union Hills AZ, L.L.C.
	4556. CVS EGL West University FL, L.L.C.
	4557. CVS EGL West Waters FL, L.L.C.
	4558. CVS EGL Western Center TX, L.P.

4559. CVS EGL Western Oklahoma City OK, Inc.	4586. CVS EGL Yale Houston TX, L.P.
4560. CVS EGL Westhampton Springs FL, L.L.C.	4587. CVS EGL Yamato Boca Raton FL, L.L.C.
4561. CVS EGL Westheimer Houston TX, L.P.	4588. CVS EGL Yamato Road FL, L.L.C.
4562. CVS EGL Westheimer Road TX, L.P.	4589. CVS EGL Young Chiefland FL, L.L.C.
4563. CVS EGL Westheimer Suite K TX, L.P.	4590. CVS EGL Youree Shreveport LA, Inc.
4564. CVS EGL Westheimer TX, L.P.	4591. CVS EGL Zavala TX, L.P.
4565. CVS EGL Weston Road FL, L.L.C.	4592. CVS EGL Zephyrhills FL, L.L.C.
4566. CVS EGL Westwego LA, Inc.	4593. CVS EGL, L.L.C.
4567. CVS EGL Wheatridge CO CVS, L.L.C.	4594. CVS Ellicott City MD, L.L.C.
4568. CVS EGL Wheeler Jasper TX, L.P.	4595. CVS Ellwood City 5710, L.L.C.
4569. CVS EGL White Settlement TX, L.P.	4596. CVS Elmont, L.L.C.
4570. CVS EGL Wichita Falls TX, L.P.	4597. CVS Elmsford, L.L.C.
4571. CVS EGL Wickham Melbourne FL, L.L.C.	4598. CVS Elmwood Park, L.L.C.
4572. CVS EGL Wildcat Portland TX, L.P.	4599. CVS Empire Clinton Store, L.L.C.
4573. CVS EGL Wiles Coral Springs FL, L.L.C.	4600. CVS Endicott, L.L.C.
4574. CVS EGL Wiles Road FL, L.L.C.	4601. CVS ETB Holding Company, L.L.C.
4575. CVS EGL William Cannon TX, L.P.	4602. CVS Fairlawn, L.L.C.
4576. CVS EGL Wills Point TX, L.P.	4603. CVS Fairport, L.L.C.
4577. CVS EGL Windermere Orlando FL, L.L.C.	4604. CVS Falls Road MD, L.L.C.
4578. CVS EGL Winter Garden Vineland FL, L.L.C.	4605. CVS Falmouth KY, L.L.C.
4579. CVS EGL Winter Springs FL, L.L.C.	4606. CVS Farmington Hills, Inc.
4580. CVS EGL Woodforest TX, L.P.	4607. CVS Farmingville Store, L.L.C.
4581. CVS EGL Woodland De Land FL, L.L.C.	4608. CVS Flint Twp., Inc.
4582. CVS EGL Woodmen CO CVS, L.L.C.	4609. CVS Floral Park, L.L.C.
4583. CVS EGL Woodway TX, L.P.	4610. CVS Flower City, L.L.C.
4584. CVS EGL Wurzbach TX, L.P.	4611. CVS Foreign, Inc.
4585. CVS EGL Wynnewood TX, L.P.	4612. CVS Fort Lee, L.L.C.
	4613. CVS Foundation
	4614. CVS Franklin MN, L.L.C.
	4615. CVS Franklin NJ, Inc.
	4616. CVS Franklin Square, L.L.C.
	4617. CVS Franklin Township, L.L.C.
	4618. CVS Fraser, Inc.
	4619. CVS Freehold, L.L.C.
	4620. CVS Fresh Meadows, L.L.C.
	4621. CVS Fuller Leonard, Inc.
	4622. CVS Galleria Poughkeepsie, L.L.C.
	4623. CVS Garson Culver, L.L.C.
	4624. CVS Gate City, L.L.C.

4625. CVS Gerritsen Beach, L.L.C.	4661. CVS Health Ventures Fund II GP, LLC
4626. CVS Gilbert 3272, L.L.C.	4662. CVS Health Ventures Management, LLC
4627. CVS Gilford, L.L.C.	4663. CVS Health Ventures Special Carry Vehicle, LLC
4628. CVS Glen Cove, L.L.C.	4664. CVS Healthcare Practices LLC
4629. CVS Glen Rock, L.L.C.	4665. CVS Healthcare Practices of California
4630. CVS Glendora, L.P.	4666. CVS Healthcare Practices of New Jersey LLC
4631. CVS Glenmont Plaza, L.L.C.	4667. CVS Healthcare Practices PLLC
4632. CVS Gloucester Broadway, L.L.C.	4668. CVS Healthspire Payor & Life Sciences LLC
4633. CVS Grand Bay 4782, L.L.C.	4669. CVS Healthspire Payor Solutions, LLC
4634. CVS Great Neck, L.L.C.	4670. CVS Heather Croft, L.L.C.
4635. CVS Greece, L.L.C.	4671. CVS Henrietta Store, L.L.C.
4636. CVS Green Acres, L.L.C.	4672. CVS Henrietta, L.L.C.
4637. CVS Green Mount, L.L.C.	4673. CVS Hertel Ave, L.L.C.
4638. CVS Greensboro, L.L.C.	4674. CVS Hilliard OH, Inc.
4639. CVS Guilderland, L.L.C.	4675. CVS Hillside Ave., L.L.C.
4640. CVS Gulf, Inc.	4676. CVS Hoboken, L.L.C.
4641. CVS Haddonfield, L.L.C.	4677. CVS Holbrook, L.L.C.
4642. CVS Hamburg Center Store, L.L.C.	4678. CVS Howell 8046, L.L.C.
4643. CVS Hamilton Township, L.L.C.	4679. CVS Hudson Clinton Store, L.L.C.
4644. CVS Hampton Bays, L.L.C.	4680. CVS Huntersville, Inc.
4645. CVS Harris Boulevard Charlotte, Inc.	4681. CVS Huntington Beach, L.P.
4646. CVS Hartland 8295, L.L.C.	4682. CVS Huntington, L.L.C.
4647. CVS Haverstraw, L.L.C.	4683. CVS IN Distribution, Inc.
4648. CVS Health Applications, LLC	4684. CVS Indiana, L.L.C.
4649. CVS Health Centers, L.L.C.	4685. CVS Indianapolis Distribution, L.L.C.
4650. CVS Health Charity Classic, Inc.	4686. CVS International, Inc.
4651. CVS Health Clinical Trial Services LLC	4687. CVS International, L.L.C.
4652. CVS Health Employee Relief Fund	4688. CVS Inwood Burnside, L.L.C.
4653. CVS Health Growth Equity, LLC	4689. CVS IPA of New York, LLC
4654. CVS Health Growth Equity Fund I, LP	4690. CVS Irondequoit, L.L.C.
4655. CVS Health Growth Equity Fund I GP, LLC	4691. CVS Islip Terrace, L.L.C.
4656. CVS Health Solutions LLC	4692. CVS Ithaca Clinton Store, L.L.C.
4657. CVS Health Strategic Portfolio, LLC	4693. CVS Ithaca, L.L.C.
4658. CVS Health Ventures Fund GP, LLC	4694. CVS Jackson NJ, L.L.C.
4659. CVS Health Ventures Fund, LP	4695. CVS Jefferson Yorktown, L.L.C.
4660. CVS Health Ventures Fund II, LP	

4696. CVS Jericho, L.L.C.	4734. CVS M Street Washington DC, L.L.C.
4697. CVS Jerusalem Avenue, L.L.C.	4735. CVS Mack Drug of New York, L.L.C.
4698. CVS Jerusalem North Bellmore, L.L.C.	4736. CVS MaComb & Mile, Inc.
4699. CVS Joe Miller, L.L.C.	4737. CVS Mahopac Store, L.L.C.
4700. CVS Johnson City, L.L.C.	4738. CVS Mallard Creek Charlotte, Inc.
4701. CVS Kalamazoo, Inc.	4739. CVS Mamaroneck Ferndale, L.L.C.
4702. CVS Keene, L.L.C.	4740. CVS Mamaroneck Finast, L.L.C.
4703. CVS Kenmore Fairfield, L.L.C.	4741. CVS Mamaroneck Harbor Store, L.L.C.
4704. CVS Kenmore Village, L.L.C.	4742. CVS Mamaroneck Post Road, L.L.C.
4705. CVS Kensington Amherst, L.L.C.	4743. CVS Mammoth Road, L.L.C.
4706. CVS Kensington, L.L.C.	4744. CVS Managed Care, Inc.
4707. CVS Kidney Care Advanced Technologies LLC	4745. CVS Management Support, LLC
4708. CVS Kidney Care Health Services LLC	4746. CVS Manalapan NJ, Inc.
4709. CVS Kidney Care Home Dialysis LLC	4747. CVS Manasquan, L.L.C.
4710. CVS Kidney Care, LLC	4748. CVS Manchester Elm, L.L.C.
4711. CVS La Puente, L.P.	4749. CVS Manchester NH, L.L.C.
4712. CVS Laconia, L.L.C.	4750. CVS Manor Road, L.L.C.
4713. CVS Lagrange 4540, L.L.C.	4751. CVS Mansfield, L.P.
4714. CVS Lake Norwood, Inc.	4752. CVS Margate Ventnor, L.L.C.
4715. CVS Lakewood, L.P.	4753. CVS Marietta Piedmont, Inc.
4716. CVS Lansdowne 3142, L.L.C.	4754. CVS Mayfly Corp.
4717. CVS Larchmont, L.L.C.	4755. CVS Mays Landing, L.L.C.
4718. CVS Laurel River, L.L.C.	4756. CVS ME Holding Company, L.L.C.
4719. CVS Lawrenceville Texas, L.L.C.	4757. CVS Mechanicville, L.L.C.
4720. CVS Leonia N.J., Inc.	4758. CVS Medford NJ, L.L.C.
4721. CVS Levittown Store, L.L.C.	4759. CVS Medford, L.L.C.
4722. CVS Lewiston Center Street, L.L.C.	4760. CVS Media Exchange LLC
4723. CVS Lewiston, L.L.C.	4761. CVS Medical Practices (KS) LLC
4724. CVS Lexington Ave., L.L.C.	4762. CVS Merchants Clinton Paine, L.L.C.
4725. CVS LF Hamlin, L.L.C.	4763. CVS Merchantville Maple, L.L.C.
4726. CVS Lindenhurst, L.L.C.	4764. CVS Meriden East Main, Inc.
4727. CVS Lockport Clinton Store, L.L.C.	4765. CVS Meridian, Inc.
4728. CVS Logan 3454, L.L.C.	4766. CVS Merrick Road, L.L.C.
4729. CVS Lombard 2791, L.L.C.	4767. CVS Merrick, L.L.C.
4730. CVS Long Beach Carson, L.P.	4768. CVS Merrimack Main Street, L.L.C.
4731. CVS Long Island Store, L.L.C.	4769. CVS Metro Village, L.L.C.
4732. CVS Long Pond Road, L.L.C.	4770. CVS MI Distribution, Inc.
4733. CVS Lyell Clinton Paine, L.L.C.	

4771. CVS Michigan, L.L.C.	4813. CVS Norwood Bergen, L.L.C.
4772. CVS Middle Country, L.L.C.	4814. CVS Novi Distribution, L.L.C.
4773. CVS Midland Park, L.L.C.	4815. CVS Nutley, L.L.C.
4774. CVS Midlothian, L.L.C.	4816. CVS NV Holding Company, L.L.C.
4775. CVS Mill Creek, L.L.C.	4817. CVS O.P., L.L.C.
4776. CVS Mineola, L.L.C.	4818. CVS Oakdale, L.L.C.
4777. CVS MN Holding Company, L.L.C.	4819. CVS Ocean Haven, L.L.C.
4778. CVS Mobile Airport, Inc.	4820. CVS Ocean Simpson, L.L.C.
4779. CVS Montclair NJ, Inc.	4821. CVS Oceanside, L.L.C.
4780. CVS Montgomery 6094, L.L.C.	4822. CVS Odenton, L.L.C.
4781. CVS Morse, Inc.	4823. CVS of Concord NH, L.L.C.
4782. CVS Morton Village, L.L.C.	4824. CVS of Concord, Mass., Inc.
4783. CVS Mount Laurel, L.L.C.	4825. CVS of DC and VA, Inc.
4784. CVS Mt. Hope Clinton Paine, L.L.C.	4826. CVS of Emmaus, Inc.
4785. CVS Mt. Kisco, L.L.C.	4827. CVS of Lands Downe, Inc.
4786. CVS Mt. Read Street, L.L.C.	4828. CVS of Madison, Conn., Inc.
4787. CVS Murrells, Inc.	4829. CVS of Maryland, Inc.
4788. CVS Mystic CT, Inc.	4830. CVS of N. Carolina, Inc.
4789. CVS Nassau Street, L.L.C.	4831. CVS of North Kingstown, Inc.
4790. CVS Nations Ford Charlotte, Inc.	4832. CVS of Pennsylvania, Inc.
4791. CVS NC Distribution, Inc.	4833. CVS of Rutland, Vermont, Inc.
4792. CVS Neptune Avenue, L.L.C.	4834. CVS of Sandwich, Inc.
4793. CVS Nesconset, L.L.C.	4835. CVS of Stroudsburg, Inc.
4794. CVS New Baltimore, Inc.	4836. CVS of Swarthmore, Inc.
4795. CVS New Hyde Park, L.L.C.	4837. CVS of Virginia, Inc.
4796. CVS New Milford, L.L.C.	4838. CVS of Waterville, Maine, L.L.C.
4797. CVS New Rochelle, L.L.C.	4839. CVS of West Virginia, Inc.
4798. CVS New Scotland, L.L.C.	4840. CVS OH Holding Company, L.L.C.
4799. CVS New York, Inc.	4841. CVS Old Bridge, L.L.C.
4800. CVS Newburgh Mall, L.L.C.	4842. CVS Olean Clinton Store, L.L.C.
4801. CVS Newport City, L.L.C.	4843. CVS Oneonta Clinton Store, L.L.C.
4802. CVS NJ ODS, LLC	4844. CVS Onondaga County, L.L.C.
4803. CVS North Arlington, L.L.C.	4845. CVS Orange Avenue, Inc.
4804. CVS North Babylon, L.L.C.	4846. CVS Orangeburg Drug Store, L.L.C.
4805. CVS North Bellmore, L.L.C.	4847. CVS Orlando FL Distribution, L.L.C.
4806. CVS North Conway, L.L.C.	4848. CVS Ossining, L.L.C.
4807. CVS North Park Store, L.L.C.	4849. CVS Owl Drug, L.L.C.
4808. CVS North Portland, L.L.C.	4850. CVS Oyster Bay, L.L.C.
4809. CVS North Wildwood, L.L.C.	4851. CVS Ozone Park, L.L.C.
4810. CVS Northport, L.L.C.	4852. CVS PA Distribution, Inc.
4811. CVS Northtown Plaza, L.L.C.	4853. CVS PA Distribution, L.L.C.
4812. CVS Norwell Washington, Inc.	

4854. CVS Pace FL, L.L.C.
4855. CVS Paige Colony, L.P.
4856. CVS Palisades Center, L.L.C.
4857. CVS Park Ave Rochester, L.L.C.
4858. CVS Passaic Inc.
4859. CVS Payne Avenue, L.L.C.
4860. CVS Peachtree City, Inc.
4861. CVS Peachtree Suwanee, Inc.
4862. CVS Pearl River, L.L.C.
4863. CVS Pearland Parkway, L.P.
4864. CVS Pembroke Pines 2849, L.L.C.
4865. CVS Penfield Clinton Paine, L.L.C.
4866. CVS Pharmacy, Inc
4867. CVS Pharmacy Limited of Illinois, Inc.
4868. CVS Pharmacy Overseas Online, LLC
4869. CVS Pine Tree, L.L.C.
4870. CVS Plaistow, L.L.C.
4871. CVS Point Pleasant Beach, L.L.C.
4872. CVS Polifly Road, L.L.C.
4873. CVS Port Jefferson, L.L.C.
4874. CVS Portion Road, L.L.C.
4875. CVS Portland Forest, L.L.C.
4876. CVS Portland-Congress St., L.L.C.
4877. CVS Portsmouth Islington, L.L.C.
4878. CVS Post Avenue, L.L.C.
4879. CVS PR Center, Inc.
4880. CVS PR Holding Company, L.L.C.
4881. CVS Preakness Center, L.L.C.
4882. CVS Prescription Center, Inc.
4883. CVS Presidents Square, L.L.C.
4884. CVS Princeton, L.L.C.
4885. CVS Prospect Avenue, L.L.C.
4886. CVS Pyramid Utica, L.L.C.
4887. CVS Queens Boulevard, L.L.C.
4888. CVS Queensbury, L.L.C.
4889. CVS Ralph Avenue, L.L.C.
4890. CVS Ramapo Valley Road, L.L.C.
4891. CVS Ramapo, L.L.C.
4892. CVS Ramsey, L.L.C.
4893. CVS Raritan NJ, Inc.
4894. CVS RCI, LLC
4895. CVS Reading PA 3242, L.L.C.
4896. CVS Rego Park, L.L.C.
4897. CVS Reseda, L.P.
4898. CVS Revco D.S., Inc.
4899. CVS Rhode Island, Inc.
4900. CVS Richmond Atlee, Inc.
4901. CVS Richmond Hill, L.L.C.
4902. CVS Richmond Main, Inc.
4903. CVS Ridgecrest Plaza, L.L.C.
4904. CVS Ridgefield Park, L.L.C.
4905. CVS Ridgewood, L.L.C.
4906. CVS Riverside Drive, L.L.C.
4907. CVS Robinson Street, L.L.C.
4908. CVS Rochester NH, L.L.C.
4909. CVS Rochester Road, L.L.C.
4910. CVS Rockaway, L.L.C.
4911. CVS Rockville Center, L.L.C.
4912. CVS Rocky Point Village, L.L.C.
4913. CVS Romeo Plank, Inc.
4914. CVS Ronkonkoma, L.L.C.
4915. CVS Roosevelt Field, L.L.C.
4916. CVS Roselle, L.L.C.
4917. CVS Rotterdam Square, L.L.C.
4918. CVS Route 24, L.L.C.
4919. CVS Route 302, L.L.C.
4920. CVS Royal Ridge, L.L.C.
4921. CVS RS 107 Avon AZ, L.L.C.
4922. CVS RS 16th Ave AZ, L.L.C.
4923. CVS RS 19th Ave. AZ, L.L.C.
4924. CVS RS 35 Thunder AZ, L.L.C.
4925. CVS RS 4th Ave. Yuma AZ, L.L.C.
4926. CVS RS 7th Ave AZ, L.L.C.
4927. CVS RS 7th St. Phoenix AZ, L.L.C.
4928. CVS RS Alma School Rd AZ, L.L.C.
4929. CVS RS Anthem Way AZ, L.L.C.
4930. CVS RS Apache Junction AZ, L.L.C.
4931. CVS RS Arizona, L.L.C.
4932. CVS RS Baseline Rd AZ, L.L.C.
4933. CVS RS Bell Rd AZ, L.L.C.
4934. CVS RS Bell Rd. Glendale AZ, L.L.C.

4935. CVS RS Broadway Blvd. AZ, L.L.C.
4936. CVS RS Broadway Rd Tempe AZ, L.L.C.
4937. CVS RS Brown Rd AZ, L.L.C.
4938. CVS RS Bullhead City AZ, L.L.C.
4939. CVS RS Casa Grande AZ, L.L.C.
4940. CVS RS Chandler McQueen AZ, L.L.C.
4941. CVS RS Chandler Ray AZ, L.L.C.
4942. CVS RS Cotton Casa AZ, L.L.C.
4943. CVS RS Cottonwood AZ, L.L.C.
4944. CVS RS E Southern Ave AZ, L.L.C.
4945. CVS RS E. Baseline Mesa AZ, L.L.C.
4946. CVS RS E. Bell Rd Phoenix AZ, L.L.C.
4947. CVS RS E. Santa Fe Hwy 66 AZ, L.L.C.
4948. CVS RS E. University Dr Mesa AZ, L.L.C.
4949. CVS RS Elliot Rd AZ, L.L.C.
4950. CVS RS Elliott Gilbert AZ, L.L.C.
4951. CVS RS Finney Flat AZ, L.L.C.
4952. CVS RS Frank Lloyd Wright Blvd AZ, L.L.C.
4953. CVS RS Gilbert E. Eliot Rd. AZ, L.L.C.
4954. CVS RS Gilbert Mesa AZ, L.L.C.
4955. CVS RS Glen 19 AZ, L.L.C.
4956. CVS RS Golf Links Tucson AZ, L.L.C.
4957. CVS RS Grant Tucson AZ, L.L.C.
4958. CVS RS Green Valley AZ, L.L.C.
4959. CVS RS Guadalupe Gilbert AZ, L.L.C.
4960. CVS RS Higley Mesa AZ, L.L.C.
4961. CVS RS Ina Rd. AZ, L.L.C.
4962. CVS RS Indian School Phoenix AZ, L.L.C.
4963. CVS RS La Canada Tucson AZ, L.L.C.
4964. CVS RS Lindsay Rd AZ, L.L.C.
4965. CVS RS Lone Cava AZ, L.L.C.
4966. CVS RS Mesa N. Brown Rd AZ, L.L.C.
4967. CVS RS Mesa University AZ, L.L.C.
4968. CVS RS Miller Scottsdale AZ, L.L.C.
4969. CVS RS N Alvernon Way AZ, L.L.C.
4970. CVS RS N. 12th St. Phoenix AZ, L.L.C.
4971. CVS RS N. Tatum Blvd. AZ, L.L.C.
4972. CVS RS Oracle Rd AZ, L.L.C.
4973. CVS RS Palisades Blvd. AZ, L.L.C.
4974. CVS RS Peoria Union AZ, L.L.C.
4975. CVS RS Phoenix Bell AZ, L.L.C.
4976. CVS RS Phoenix Central AZ, L.L.C.
4977. CVS RS Phoenix Indian AZ, L.L.C.
4978. CVS RS Phoenix Peoria AZ, L.L.C.
4979. CVS RS Phoenix Union Hills Dr. AZ, L.L.C.
4980. CVS RS Pima Rd. AZ, L.L.C.
4981. CVS RS Prescott AZ, L.L.C.
4982. CVS RS Riverside Parker AZ, L.L.C.
4983. CVS RS S. Central Ave. AZ, L.L.C.
4984. CVS RS S. Dobson Mesa AZ, L.L.C.
4985. CVS RS Scottsdale FLW AZ, L.L.C.
4986. CVS RS Scottsdale Rd AZ, L.L.C.
4987. CVS RS Sierra Vista AZ, L.L.C.
4988. CVS RS Silver Tuc AZ, L.L.C.
4989. CVS RS Sun City West AZ, L.L.C.
4990. CVS RS Sunrise Dr AZ, L.L.C.
4991. CVS RS Sunrise Surprise AZ, L.L.C.
4992. CVS RS Sunrise Tucson AZ, L.L.C.
4993. CVS RS Tanque Verde AZ, L.L.C.
4994. CVS RS Tatum Blvd AZ, L.L.C.

4995. CVS RS Thomas Rd AZ, L.L.C.
4996. CVS RS Thomas Scottsdale AZ, L.L.C.
4997. CVS RS W. Glendale Rd. AZ, L.L.C.
4998. CVS RS W. Peoria Ave AZ, L.L.C.
4999. CVS RS W. Southern AJ AZ, L.L.C.
5000. CVS RS W. Valencia Rd. AZ, L.L.C.
5001. CVS RS West Indian AZ, L.L.C.
5002. CVS RS Wickenburg Way AZ, L.L.C.
5003. CVS RS Yuma AZ, L.L.C.
5004. CVS Rt. 199 Williamsburg, Inc.
5005. CVS Rx Services, Inc.
5006. CVS Rye Route 1, L.L.C.
5007. CVS Rye Store, L.L.C.
5008. CVS Safir Sourcing UK, Ltd
5009. CVS Safir Sourcing, LLC
5010. CVS Salem Stateline, L.L.C.
5011. CVS Salmon Run, L.L.C.
5012. CVS San Dimas, L.P.
5013. CVS San Jacinto CA, L.L.C.
5014. CVS Santa Ana, L.P.
5015. CVS Saratoga Springs, L.L.C.
5016. CVS Saugerties Store, L.L.C.
5017. CVS Saunders Settlement Pharmacy, L.L.C.
5018. CVS Sayville, L.L.C.
5019. CVS SC Distribution, Inc.
5020. CVS SC Distribution, L.L.C.
5021. CVS Scarsdale Centre, L.L.C.
5022. CVS Scarsdale Store, L.L.C.
5023. CVS Schalks Crossing, L.L.C.
5024. CVS Schoolhouse, L.L.C.
5025. CVS Sea Cliff, L.L.C.
5026. CVS Seabrook, L.L.C.
5027. CVS Second Avenue NY, L.L.C.
5028. CVS Selden Store, L.L.C.
5029. CVS Seneca Mall, Inc.
5030. CVS Seneca Street, L.L.C.
5031. CVS Setauket, L.L.C.
5032. CVS Shared Services Resources LLC
5033. CVS Sharon Amity Charlotte, Inc.
5034. CVS Shaw Holdings Inc.
5035. CVS Sheepshead Bay, L.L.C.
5036. CVS Sheridan Harlem Store, L.L.C.
5037. CVS Sheridan Hollywood, L.L.C.
5038. CVS Ship Bottom, L.L.C.
5039. CVS Silver Spring, Inc.
5040. CVS Sixth Avenue NY, L.L.C.
5041. CVS Skippack, Inc.
5042. CVS Solomons MD, L.L.C.
5043. CVS South Albany Store, L.L.C.
5044. CVS South Canal Chicago, L.L.C.
5045. CVS South Farmingdale, L.L.C.
5046. CVS South Ogden, L.L.C.
5047. CVS South Salina Street, L.L.C.
5048. CVS South Schenectady Store, L.L.C.
5049. CVS Southwest Blvd, Inc.
5050. CVS SP 5897 FL, L.L.C.
5051. CVS Sparta, L.L.C.
5052. CVS State Capital, L.L.C.
5053. CVS State NY Store, L.L.C.
5054. CVS State Street, L.L.C.
5055. CVS Staten Island, L.L.C.
5056. CVS Stelton Road, L.L.C.
5057. CVS Stony Point, L.L.C.
5058. CVS Strategic Resources Private Limited
5059. CVS Stratford Barnum, Inc.
5060. CVS Stratford Nichols, Inc.
5061. CVS Stratham, L.L.C.
5062. CVS Suffern Store, L.L.C.
5063. CVS Sunrise Highway, L.L.C.
5064. CVS Surplus 8049 MI, L.L.C.
5065. CVS Syracuse Downtown, L.L.C.
5066. CVS Tampa 2802, L.L.C.
5067. CVS Tampa 3650, L.L.C.
5068. CVS Tarrytown Store, L.L.C.
5069. CVS Teaneck, L.L.C.
5070. CVS Tenaflly Town, L.L.C.
5071. CVS Terry Road, L.L.C.

5072. CVS Thompsons Station, Inc.	5113. CVS West Gate, L.L.C.
5073. CVS Thornwood Columbus Avenue, L.L.C.	5114. CVS West Haven, Inc.
5074. CVS Thornwood Park, L.L.C.	5115. CVS West Hempstead, L.L.C.
5075. CVS TN Distribution, Inc.	5116. CVS West Islip, L.L.C.
5076. CVS TN Distribution, L.L.C.	5117. CVS West Orange, L.L.C.
5077. CVS Toms River, L.L.C.	5118. CVS West Park Avenue, L.L.C.
5078. CVS Torrance CA, L.L.C.	5119. CVS West Side Store, L.L.C.
5079. CVS Towson MD, L.L.C.	5120. CVS Westbrook Maine, L.L.C.
5080. CVS Transportation, Inc.	5121. CVS Westchester Square, L.L.C.
5081. CVS Transportation, L.L.C.	5122. CVS Westchester Store, L.L.C.
5082. CVS Trenton MI, L.L.C.	5123. CVS Western Avenue, L.L.C.
5083. CVS Trousdale Nashville, Inc.	5124. CVS Westwood LA, L.P.
5084. CVS Troy Fifth Street, L.L.C.	5125. CVS Weyman Avenue, L.L.C.
5085. CVS Troy Mall Store, L.L.C.	5126. CVS Weymouth 1853, L.L.C.
5086. CVS TX Holding Company, L.L.C.	5127. CVS White Plains Road, L.L.C.
5087. CVS Union, L.L.C.	5128. CVS Whittier, L.P.
5088. CVS University of Buffalo, L.L.C.	5129. CVS Wilbraham MA, Inc.
5089. CVS Upper Montclair, L.L.C.	5130. CVS Williamstown, L.L.C.
5090. CVS Upper Valley Drug, L.L.C.	5131. CVS Williamsville Store, L.L.C.
5091. CVS VA Distribution, Inc.	5132. CVS Williston Park, L.L.C.
5092. CVS Valley Stream, L.L.C.	5133. CVS Wilton, L.L.C.
5093. CVS Van Nuys, L.P.	5134. CVS Wisconsin Avenue DC, L.L.C.
5094. CVS Vanguard, Inc.	5135. CVS Wisteria Drive, L.L.C.
5095. CVS Ventnor Dorset, L.L.C.	5136. CVS Woodbridge Main Street, L.L.C.
5096. CVS Vero FL Distribution, L.L.C.	5137. CVS Woodbury Mullica, L.L.C.
5097. CVS Victory Boulevard, L.P.	5138. CVS Woodward, Inc.
5098. CVS Wading River, L.L.C.	5139. CVS WWRE, Inc.
5099. CVS Wallace Building, L.L.C.	5140. CVS Wyckoff, L.L.C.
5100. CVS Wanaque, L.L.C.	5141. CVS Wynantskill, L.L.C.
5101. CVS Wantagh Ave, L.L.C.	5142. CVS Yonkers Broadway, L.L.C.
5102. CVS Warren, Inc.	5143. CVS Yonkers, L.L.C.
5103. CVS Washington 6448, L.L.C.	5144. CVS Yorktown Heights Store, Inc.
5104. CVS Washington Avenue, L.L.C.	5145. CVS Yorkville, L.L.C.
5105. CVS Washington Township, L.L.C.	5146. CVS.com OTC, L.L.C.
5106. CVS Washington Wisconsin DC, L.L.C.	5147. CVS/pharmacy Charitable Trust, Inc.
5107. CVS Washington, Inc.	5148. CVS-SHC Kidney Care Home Dialysis of Austin LLC
5108. CVS Waterville Valley, L.L.C.	5149. CVS-SHC Kidney Care Home Dialysis of Los Angeles LLC
5109. CVS Waxhaw NC, L.L.C.	5150. CVS-SHC Kidney Care Home Dialysis of Philadelphia LLC
5110. CVS Wayne Turnpike, L.L.C.	
5111. CVS Webster, L.L.C.	
5112. CVS West Babylon, L.L.C.	

5151. CVS-SHC Renal Holdings LLC
5152. Cypress California CVS, Inc.
5153. Cypress Jones CVS, L.P.
5154. Cypress Naples CVS, L.L.C.
5155. Cypresswood Houston CVS, L.P.
5156. D&R Pharmaceutical Services, LLC
5157. D.A.W., LLC
5158. Dacula CVS, Inc.
5159. Dairy Ashford CVS, L.P.
5160. Dale City VA CVS, Inc.
5161. Dale Mabry CVS, Inc.
5162. Dallas GA CVS, Inc.
5163. Dallas PharmaCare Pharmacy, L.L.C.
5164. Dallas ProCare Pharmacy, Inc.
5165. Dallas Waugh CVS, L.P.
5166. Damen Chicago CVS, L.L.C.
5167. Dan Ridge CVS, Inc.
5168. Danbury Central CVS, Inc.
5169. Danbury CVS, Inc.
5170. Danbury Fair CVS, Inc.
5171. Danbury MRC, Inc.
5172. Danbury South Main CVS, Inc.
5173. Danvers Plaza CVS, Inc.
5174. Darien CVS, Inc.
5175. Dartmouth Retailer, Inc.
5176. Davenport FL CVS, L.L.C.
5177. Davison CVS, Inc.
5178. DBD Nocigs 2019-1 LLC
5179. DBD Nocigs 2019-15 LLC
5180. DBD Nocigs 2019-16 LLC
5181. DBD Nocigs 2019-2 LLC
5182. DBD Nocigs 2019-21 LLC
5183. DBD Nocigs 2019-22 LLC
5184. DBD Nocigs 2019-23 LLC
5185. DBD Nocigs 2019-24 LLC
5186. DBD Nocigs 2019-25 LLC
5187. DBD Nocigs 2019-29 LLC
5188. DBD Nocigs 2019-41 LLC
5189. DBD Nocigs 2019-42 LLC
5190. DBD Nocigs 2019-43 LLC
5191. DBD Nocigs 2019-44 LLC
5192. DBD Nocigs 2019-45 LLC
5193. DBD Nocigs 2019-5 LLC
5194. DBD Nocigs 2019-7 LLC
5195. DBD Nocigs 2019-8 LLC
5196. DDAT Ireland Limited
5197. DDAT Ireland Technology Limited
5198. De Soto CVS, L.P.
5199. Decatur CVS, Inc.
5200. Dedham CVS, Inc.
5201. Dedham High Street CVS, Inc.
5202. Deer Park Avenue CVS, Inc.
5203. Del Amo CVS, Inc.
5204. Del Prado CVS, L.L.C.
5205. Delaware Careside Physician Group L.L.C.
5206. Delaware CVS Pharmacy, L.L.C.
5207. Delaware Physicians Care - Medicare, Incorporated
5208. Delaware Physicians Care, Incorporated
5209. Delco Apothecary, Inc.
5210. Delran CVS, Inc.
5211. Delta Health HMO, Inc.
5212. Delta Risk Management, L.L.C.
5213. Deltona CVS, L.L.C.
5214. Denver PharmaCare Pharmacy, L.L.C.
5215. Denville CVS, Inc.
5216. Depew Broadway CVS, Inc.
5217. Depew CVS, Inc.
5218. Depot St. CVS, Inc.
5219. Deptford CVS, Inc.
5220. Derby Center CVS, Inc.
5221. Derry Street CVS, Inc.
5222. Des Plaines CVS, L.L.C.
5223. Desert Buffalo CVS, L.L.C.
5224. Desert Eastern CVS, L.L.C.
5225. Desert Inn CVS, L.L.C.
5226. Destin FL CVS, L.L.C.
5227. Detroit CVS, Inc.
5228. Detroit Greenfield CVS, Inc.
5229. Dexter Plaza CVS, Inc.
5230. DG Danville KY LLC
5231. DG Wesley Chapel FL LLC

5232. Diamond Bar CVS, Inc.
5233. Digital eHealth, LLC
5234. Digital Enterprise Realty, L.L.C.
5235. District of Columbia CVS Pharmacy, L.L.C.
5236. Division CVS, L.L.C.
5237. Dobbs Ferry CVS, Inc.
5238. Donlon Distributing, Inc.
5239. Dorchester Lower Mills CVS, Inc.
5240. Dothan CVS, Inc.
5241. Doubleday Ballston CVS, L.L.C.
5242. Douglassville PA CVS, Inc.
5243. Douglasville CVS, Inc.
5244. Dover Delaware CVS, Inc.
5245. Dover NJ CVS, L.L.C.
5246. Dover Randolph CVS, L.L.C.
5247. Dowagiac Clinton Stores, Inc.
5248. Downers Grove CVS, L.L.C.
5249. Downingtown CVS, Inc.
5250. Downtown Miami CVS, L.L.C.
5251. Doylestown CVS, Inc.
5252. Dragon Acquisition Company
5253. Drexel Hill CVS, Inc.
5254. Driftwood Shopping Center CVS, Inc.
5255. Drogaria Onofre Ltda.
5256. Drug World, Inc.
5257. Drugs For Less, Inc.
5258. Drumhill CVS, Inc.
5259. Drynahan, LLC
5260. Duarte CVS, Inc.
5261. Dudley Street CVS, Inc.
5262. Duke Street CVS, Inc.
5263. Duluth CVS, Inc.
5264. Duncan SC CVS, Inc.
5265. Dundee Elgin CVS, L.L.C.
5266. Dunedin CVS, L.L.C.
5267. Dunellen CVS, Inc.
5268. Dunkirk Marketplace CVS, Inc.
5269. Dunkirk Marketplace Peoples, Inc.
5270. Dunlap Phoenix CVS, L.L.C.
5271. Dunlop Farms CVS, Inc.
5272. Dupont Circle CVS Realty, Inc.
5273. Durham NC CVS, Inc.
5274. Dyckman Street CVS, L.L.C.
5275. Dynamite Phoenix CVS, L.L.C.
5276. E. Arrow Hwy CVS, L.L.C.
5277. E. T. B., Inc.
5278. e.BENEFITS, INC.
5279. Eagan MN CVS, L.L.C.
5280. Eagle Valley CVS, Inc.
5281. Eagles Landing CVS, Inc.
5282. East 161st Street CVS, Inc.
5283. East Avenue CVS, Inc.
5284. East Bay Drive CVS, Inc.
5285. East Boston CVS, Inc.
5286. East Bradford Plaza CVS, Inc.
5287. East Bridgewater CVS, Inc.
5288. East Brunswick CVS, Inc.
5289. East Flatbush CVS, L.L.C.
5290. East Greenwich CVS, Inc.
5291. East Hampton CVS, Inc.
5292. East Hanover CVS, Inc.
5293. East Hartford CVS, Inc.
5294. East Hartford-Main Street CVS, Inc.
5295. East Haven Main Street CVS, Inc.
5296. East Haverhill Retailer, Inc.
5297. East Hills CVS, Inc.
5298. East Longmeadow CVS, Inc.
5299. East Main Bridgeport CVS, Inc.
5300. East Main St. at Westborough CVS, Inc.
5301. East Market CVS, Inc.
5302. East Market Street CVS, L.L.C.
5303. East Northport CVS, L.L.C.
5304. East Providence CVS, Inc.
5305. East Putnam Avenue CVS, Inc.
5306. East Side CVS, Inc.
5307. East Wareham CVS, Inc.
5308. East Windsor CVS, L.L.C.
5309. Eastampton Township CVS, Inc.
5310. Eastern Avenue CVS, Inc.
5311. Eastfield CVS, Inc.
5312. Eastland CVS, Inc.
5313. Easton Ave. CVS, Inc.

5314. Easton CVS, Inc.
5315. Easton Maryland CVS, Inc.
5316. Easton Nazareth CVS, Inc.
5317. Easton Sullivan CVS, Inc.
5318. Easton Washington Street CVS, Inc.
5319. Easton, Mass. CVS, Inc.
5320. Eatontown CVS, Inc.
5321. Echo Merger Sub, Inc.
5322. Echo Merger Sub, LLC
5323. Eckerd Corporation (for assets / pharmacies acquired by CVS)
5324. Eckerd Corporation of Florida, Inc.
5325. Eckerd Drug Company (for assets / pharmacies acquired by CVS)
5326. Eckerd Drug Company of Florida, Inc.
5327. Eckerd Drug Company of Texas, Inc. (for assets / pharmacies acquired by CVS)
5328. Eckerd Drugs of Florida, Inc. (for assets / pharmacies acquired by CVS)
5329. Eckerd Drugs of Georgia, Inc. (for assets / pharmacies acquired by CVS)
5330. Eckerd Drugs of Louisiana, Inc. (for assets / pharmacies acquired by CVS)
5331. Eckerd Drugs of Mississippi, Inc. (for assets / pharmacies acquired by CVS)
5332. Eckerd Drugs of North Carolina, Inc. (for assets/pharmacies acquired by CVS)
5333. Eckerd Drugs of South Carolina, Inc. (for assets / pharmacies acquired by CVS)
5334. Eckerd Drugs of Texas, Inc. (for assets / pharmacies acquired by CVS)
5335. Eckerd Drugs, Inc. (for assets / pharmacies acquired by CVS)
5336. Eckerd Drugsmarts, Inc. (for assets / pharmacies acquired by CVS)
5337. Eddystone CVS, Inc.
5338. Edgewater CVS, Inc.
5339. Edgewater NJ CVS, L.L.C.
5340. Edgewater Orlando CVS, L.L.C.
5341. Edgewood CVS, Inc.
5342. Edison Wooding CVS, Inc.
5343. Efmile, Inc.
5344. Egg Harbor NJ CVS, L.L.C.
5345. Egypt Audubon CVS, Inc.
5346. eHealth Solutions, Inc.
5347. Eighth New York CVS, L.L.C.
5348. El Camino Houston CVS, L.P.
5349. Electric Avenue CVS, Inc.
5350. ElevateCare Network LLC
5351. Eleventh Street CVS, Inc.
5352. Elgin CVS, L.L.C.
5353. Eliot CVS, Inc.
5354. Elizabeth Westfield Avenue CVS, Inc.
5355. Elkhorn Las Vegas CVS, L.L.C.
5356. Elkhorn NV CVS, L.L.C.
5357. Ellicott City CVS, Inc.
5358. Elliot Tempe CVS, L.L.C.
5359. Ellwood City CVS, L.L.C.
5360. Elmhurst CVS, L.L.C.
5361. Elmora CVS, Inc.
5362. Emerald Square CVS, Inc.
5363. Emmaus Avenue CVS, Inc.
5364. Emmaus, Pennsylvania, CVS, Inc.
5365. Employee Assistance Services, LLC
5366. Enfield CVS, Inc.
5367. Enfield Elm CVS, Inc.
5368. Enfield Phoenix CVS, Inc.
5369. Engleside Plaza CVS, Inc.
5370. Engleside Plaza Peoples, Inc.
5371. Englewood Cliffs CVS, Inc.
5372. Englewood CVS, Inc.
5373. Enloe Drugs LLC
5374. Ennis TX CVS, L.P.
5375. Enterprise Patient Safety Organization, LLC

5376. Erdenheim Saints CVS, Inc.
5377. Eric C. Marshall, M.D. P.C.
5378. Erie CVS, Inc.
5379. Escalante Solutions, LLC
5380. Essence, Inc.
5381. Essex Eastern CVS, Inc.
5382. Essex Martin CVS, Inc.
5383. Essex St. (Salem) CVS, Inc.
5384. Estero Coconut CVS, L.L.C.
5385. Estero Three Oaks CVS, L.L.C.
5386. Estroff Pharmacy Incorporated
5387. ETHIX Care, Inc.
5388. ETHIX Midlands, Inc.
5389. ETHIX Northwest Public Services, Inc.
5390. ETHIX Northwest, Inc.
5391. Euclid Square CVS, Inc.
5392. Evanston IL CVS, L.L.C.
5393. Everett MA CVS, Inc.
5394. Evergreen City CVS, L.L.C.
5395. Evergreen Pharmaceutical of California, Inc.
5396. Evergreen Pharmaceutical of California, LLC
5397. Evergreen Pharmaceutical, LLC
5398. Evergreen Plaza CVS, Inc.
5399. Evesboro CVS, Inc.
5400. Evesham NJ CVS, L.L.C.
5401. EView Solutions LLC
5402. Ewing NJ CVS, L.L.C.
5403. Exchange Place CVS, Inc.
5404. Exeter Square CVS, Inc.
5405. Express Pharmacy Services of FL, L.L.C.
5406. Express Pharmacy Services of MO, L.L.C.
5407. Express Pharmacy Services of PA, L.L.C.
5408. Fairfax CVS, Inc.
5409. Fairfax Main Street CVS, Inc.
5410. Fairfax Mall CVS, Inc.
5411. Fairfax Peoples, Inc.
5412. Fairfax Route 29 CVS, Inc.
5413. Fairfield CVS, Inc.
5414. Fairfield Plaza CVS, Inc.
5415. Fairfield Rt. 1 CVS, Inc.
5416. Fairhaven CVS, Inc.
5417. Fairlane CVS, Inc.
5418. Fairlane Village Mall CVS, Inc.
5419. Fairmont Pasadena CVS, L.P.
5420. Fairmount CVS Store, Inc.
5421. Fairview CVS, Inc.
5422. Fairview Township CVS, Inc.
5423. Fall River Retailer, Inc.
5424. Fall River-President CVS, Inc.
5425. Fallbrook Houston CVS, L.P.
5426. Falls Church CVS, Inc.
5427. Falls of Neuse CVS, Inc.
5428. Falls Road CVS, Inc.
5429. Falmouth CVS, Inc.
5430. Falmouth Ferry CVS, Inc.
5431. Falmouth Mall CVS, Inc.
5432. Falmouth Plaza CVS, Inc.
5433. Family Health Plan (FHP), Inc.
5434. Family Health Plan Corporation
5435. Farmingdale CVS, Inc.
5436. Farmington Ave. CVS, Inc.
5437. Farmington CVS, Inc.
5438. Farmington Holdings, Inc.
5439. Farmington Plaza CVS, Inc.
5440. Farmingville CVS Store, Inc.
5441. Fashion Square CVS, Inc.
5442. FDG C41 AR Texarkana LLC
5443. FEASIBLE ALTERNATIVES LIMITED
5444. Feasterville CVS, Inc.
5445. Federal Highway ProCare Pharmacy, Inc.
5446. Fenton Avenue CVS, L.L.C.
5447. Ferrara & Orlando Nurse Practitioners-Family Health P.C.
5448. Ferrara Nurse Practitioner-Family Health, P.C.
5449. FHP Health Plan, Inc.
5450. Fifth Avenue Chess King, Inc.
5451. Fingerlakes CVS Store, Inc.

5452. Firestone Blvd CVS, L.L.C.
5453. First Avenue ProCare Pharmacy, L.L.C.
5454. First Choice of the Midwest LLC
5455. First Choice of the Midwest, Inc.
5456. First Colony CVS, L.P.
5457. First Financial Planner Services, Inc.
5458. First Health Group Corp.
5459. First Health Life & Health Insurance Company
5460. First Health Strategies, Inc.
5461. First Script Network Services, Inc.
5462. Fish Lake Maple Grove CVS, L.L.C.
5463. Fishkill CVS, Inc.
5464. Fitchburg PharmaCare Pharmacy, Inc.
5465. Fitchburg Retailer, Inc.
5466. Flagler 87th Miami CVS, L.L.C.
5467. Flagstone Church, LLC
5468. Flamingo Jones NV CVS, L.L.C.
5469. Flamingo Road CVS, L.L.C.
5470. Flatbush Avenue CVS, Inc.
5471. Flatbush Brooklyn CVS, L.L.C.
5472. Flatlands CVS, L.L.C.
5473. Flatwoods CVS, Inc.
5474. Fleetwood CVS Store, Inc.
5475. Flemington CVS, L.L.C.
5476. Flemington NJ CVS, L.L.C.
5477. Flora Midwest, L.L.C.
5478. Floral Jericho CVS, L.L.C.
5479. Florence CVS, Inc.
5480. Florence NJ CVS, Inc.
5481. Florham Park CVS, Inc.
5482. Florida Collaborative for Health Care Quality, LLC
5483. Florida CVS Pharmacy, L.L.C.
5484. Florida Health Plan Administrators, LLC
5485. Flower Mound CVS, L.P.
5486. Flushing CVS, Inc.
5487. FM 1960 Houston CVS, L.P.
5488. FM 359 TX CVS, L.L.C.
5489. FM 518 League City CVS, L.P.
5490. FM 529 Houston CVS, L.P.
5491. FOCUS Healthcare Management Associates, Inc.
5492. FOCUS HealthCare Management, Inc.
5493. Folsom CVS, Inc.
5494. Fontana Sierra CVS, L.L.C.
5495. Foothill La Verne CVS, Inc.
5496. Foothill Ranch CVS, Inc.
5497. Forbes Avenue CVS, Inc.
5498. Forest Drive CVS, Inc.
5499. Forest Hill MD CVS, L.L.C.
5500. Forest Hills CVS, Inc.
5501. Forest Hills NY CVS, L.L.C.
5502. Forest Hills Peoples, Inc.
5503. Forest Lane Dallas CVS, L.P.
5504. Forest Park CVS, Inc.
5505. Forest Park IL CVS, L.L.C.
5506. Forks Township CVS, Inc.
5507. Formerly Broad Axe CVS, Inc.
5508. Formerly Peoples Drug Stores, Inc
5509. Fort Foote CVS, Inc.
5510. Fort Lee Palisades CVS, Inc.
5511. Fort Mill SC CVS, Inc.
5512. Fort Pierce CVS, L.L.C.
5513. Fort Worth ProCare Pharmacy, Inc.
5514. Foster Nagle CVS, L.L.C.
5515. Foster Street CVS, Inc.
5516. Foundation Health Plan of San Bernardino, Incorporated
5517. Foundation Health, A Florida Health Plan, Inc.
5518. Foundation Health, An Alabama Health Plan, Inc.
5519. Fowler Tampa CVS, Inc.
5520. Fox Run CVS, Inc.
5521. Foxboro CVS, Inc.
5522. Foxon East Haven CVS, Inc.
5523. FPS of Connecticut, Inc.
5524. Fracisquito Sunset CVS, Inc.
5525. Framingham Concord CVS, Inc.

5526. Framingham CVS, Inc.
5527. Framingham Water St. CVS, Inc.
5528. Framingham Worcester CVS, Inc.
5529. Franconia Road CVS, Inc.
5530. Frankford Avenue CVS, Inc.
5531. Frankfort CVS, Inc.
5532. Franklin Avenue CVS, Inc.
5533. Franklin Central CVS, Inc.
5534. Franklin Mahwah CVS, L.L.C.
5535. Franklin Retailer, Inc.
5536. Franklin TN CVS, Inc.
5537. Franklin W. Central St. CVS, Inc.
5538. Fraser Garfield CVS, L.L.C.
5539. Frederick CVS, Inc.
5540. Freehold NJ CVS, L.L.C.
5541. Freeport Long Beach CVS, L.L.C.
5542. Fridley MN CVS, L.L.C.
5543. Friendly Hills Healthcare Network, Inc.
5544. Fries Mill CVS, Inc.
5545. Front Street CVS, Inc.
5546. Frontier Community Health Plans, Inc.
5547. Ft. Lauderdale CVS, Inc.
5548. Ft. Myers CVS, L.L.C.
5549. Fullerton CVS, Inc.
5550. Futrix Inc.
5551. Futrix Limited
5552. G Street CVS, Inc.
5553. Gahanna OH CVS, Inc.
5554. Gainesville CVS, Inc.
5555. Gainesville FL CVS, L.L.C.
5556. Gaithersburg Mall CVS, Inc.
5557. Gaithersburg, MD Bob's, Inc.
5558. Gallivan CVS, Inc.
5559. Galloway CVS, Inc.
5560. Gandy CVS, Inc.
5561. Garden City CVS, Inc.
5562. Garden Grove CVS, Inc.
5563. Garden State HMO
5564. Gardner CVS, Inc.
5565. Garfield Beach CVS, L.L.C.
5566. Garfield CVS, Inc.
5567. Garland CVS, L.P.
5568. Garson Culver CVS, Inc.
5569. Garth Baytown CVS, L.P.
5570. Garwood Chestnut CVS, Inc.
5571. Gastonia CVS, Inc.
5572. Gate City CVS, Inc.
5573. Gatti LTC Services, Inc.
5574. GEMINI HEALTH HOLDING, LLC
5575. Generation Health, L.L.C.
5576. Genesis Health Services Corp.
5577. Genesis Health Ventures, Inc.
5578. Geneva Carol CVS, L.L.C.
5579. Geneva Clinton Stores, Inc.
5580. Geneva Woods Health Services, LLC
5581. Geneva Woods LTC Pharmacy, LLC
5582. Geneva Woods Management, LLC
5583. Geneva Woods Pharmacy Alaska, LLC
5584. Geneva Woods Pharmacy Washington, LLC
5585. Geneva Woods Pharmacy Wyoming, LLC
5586. Geneva Woods Pharmacy, Inc.
5587. Geneva Woods Pharmacy, LLC
5588. Geneva Woods Retail Pharmacy, LLC
5589. Genito Midlothian CVS, Inc.
5590. GenPlus Managed Care, Inc.
5591. George Safran, M.D., P.C.
5592. Georgetown CVS, Inc.
5593. Georgetown OH CVS, L.L.C.
5594. Georgia CVS Pharmacy, L.L.C.
5595. Georgia Health System, Inc.
5596. German Dobson CVS, L.L.C.
5597. Germantown Avenue CVS, Inc.
5598. Germantown MD CVS, L.L.C.
5599. Gessner Philippine Houston CVS, L.P.
5600. Gibbsboro NJ CVS, L.L.C.
5601. Gilbert AZ CVS, L.L.C.

5602. Gilbert Guadalupe CVS, L.L.C.	5637. Goodhealth Worldwide (Europe) Limited
5603. Gilbert Warner CVS, L.L.C.	5638. Goodhealth Worldwide (Global) Limited
5604. Gilbertsville CVS, Inc.	5639. Goodhealth Worldwide (Middle East) LLC
5605. Girard Avenue ProCare Pharmacy, Inc.	5640. Goodhealth Worldwide (Shanghai) Limited
5606. Gladiolus Ft. Myers CVS, L.L.C.	5641. Goodhealth Worldwide Administrators Inc.
5607. Glastonbury CVS, Inc.	5642. Goodhealth Worldwide Limited
5608. Glebe Road CVS, Inc.	5643. Goodhealth Worldwide Management FZ-LLC
5609. Glebe Road Peoples, Inc.	5644. Goodlette Naples CVS, L.L.C.
5610. Glen Allen CVS, Inc.	5645. Goodwin Park CVS, Inc.
5611. Glen Burnie MD CVS, L.L.C.	5646. Goodyear CVS, L.L.C.
5612. Glen Ellyn IL CVS, L.L.C.	5647. Gordon's Corner CVS, Inc.
5613. Glen Oaks CVS, L.L.C.	5648. Goshen Village CVS, Inc.
5614. Glendale Avenue CVS, L.P.	5649. Governors Boulevard CVS, Inc.
5615. Glendale CVS, L.L.C.	5650. Grafton CVS, Inc.
5616. Glendale Galleria CVS, Inc.	5651. Grafton Street CVS, Inc.
5617. Glendale Heights CVS, L.L.C.	5652. Graham Charlotte CVS, Inc.
5618. Glendale NY CVS, L.L.C.	5653. Granby CVS, Inc.
5619. Glendora Foothill CVS, Inc.	5654. Grand Baldwin CVS, Inc.
5620. Glenriddle CVS, Inc.	5655. Grand Bay CVS, Inc.
5621. Glenview CVS, L.L.C.	5656. Grand Covina CVS, Inc.
5622. Glenwood Avenue CVS, Inc.	5657. Grand Prairie CVS, L.P.
5623. Global Claim Services, L.C.	5658. Grand River CVS, Inc.
5624. Gloucester Downtown CVS, Inc.	5659. Grand Schaefer CVS, Inc.
5625. Gloucester Retailer, Inc.	5660. Grand St. Paul CVS, L.L.C.
5626. Gloucester-Erial CVS, Inc.	5661. Grand Street CVS, L.L.C.
5627. Godfrey Avenue CVS, Inc.	5662. Grandview Healthcare, Inc.
5628. Godshall Franconia CVS, Inc.	5663. Grandview Healthcare, LLC
5629. Gold Star Blvd. PharmaCare Pharmacy, Inc.	5664. Grandview Pharmacy, Inc.
5630. Golden West CVS, Inc.	5665. Grandview Pharmacy, LLC
5631. Goldenrod CVS, Inc.	5666. Granite Run CVS, Inc.
5632. Goodhealth Worldwide (Americas) Limited	5667. Granite Street CVS, Inc.
5633. Goodhealth Worldwide (Asia Pacific) Limited	5668. Grapevine CVS, L.P.
5634. Goodhealth Worldwide (Asia Pacific) Ltd.	5669. Gratiot CVS, Inc.
5635. Goodhealth Worldwide (Asia) Limited	5670. Gray Houston CVS, L.P.
5636. Goodhealth Worldwide (Bermuda) Limited	5671. Gray's Southgate, Inc.
	5672. Grayson GA CVS, Inc.
	5673. Great Valley CVS, Inc.

- 5674. Greece Clinton Paine, Inc.
- 5675. Greece CVS, Inc.
- 5676. Greece Towne CVS, Inc.
- 5677. Green Hills Plaza CVS, Inc.
- 5678. Greenacres CVS, Inc.
- 5679. Greenbelt CVS, Inc.
- 5680. Greenbelt-Cherrywood CVS, Inc.
- 5681. Greenbriar Houston CVS, L.P.
- 5682. Greencastle PA CVS, Inc.
- 5683. Greendale Mall CVS, Inc.
- 5684. Greenfield Federal CVS, Inc.
- 5685. Greenfield-Cherry Rum CVS, Inc.
- 5686. Greenlawn CVS, Inc.
- 5687. Greensboro GA CVS, Inc.
- 5688. Greenville CVS, Inc.
- 5689. Greenway Surprise CVS, L.L.C.
- 5690. Greenwich 99 CVS, Inc.
- 5691. Greenwich CVS, Inc.
- 5692. Greenwood Lake CVS, L.L.C.
- 5693. Grosse Pointe Realty, L.L.C.
- 5694. Groton CVS, Inc.
- 5695. Group Dental Service of Maryland, Inc.
- 5696. Group Dental Service, Inc.
- 5697. Group Dental Services, Inc.
- 5698. Group Health Plan of Delaware, LLC
- 5699. Group Health Plan, Inc.
- 5700. Grove City CVS, Inc.
- 5701. Guilford CVS, Inc.
- 5702. Gun Hill Road CVS, L.L.C.
- 5703. Gurnee CVS, L.L.C.
- 5704. Gwinnett CVS, Inc.
- 5705. GWL (UK) Limited
- 5706. H.M.S.S., Inc.
- 5707. Hackensack CVS, L.L.C.
- 5708. Haddon Heights CVS, L.L.C.
- 5709. Hadley CVS, Inc.
- 5710. Hallandale FL CVS, L.L.C.
- 5711. Halo Holdco I, Inc.
- 5712. Halo Holdco II, Inc.
- 5713. Halo Merger Sub Corp.
- 5714. Haltom City CVS, L.P.
- 5715. Hamburg Clinton Stores, Inc.
- 5716. Hamburg Turnpike CVS, Inc.
- 5717. Hamden Plaza CVS, Inc.
- 5718. Hamden Retailer, Inc.
- 5719. Hamden Whitney CVS, Inc.
- 5720. Hamilton CVS, Inc.
- 5721. Hamilton CVS, L.L.C.
- 5722. Hamilton Klockner CVS, Inc.
- 5723. Hamilton Parkway CVS, L.L.C.
- 5724. Hamilton Plaza CVS, Inc.
- 5725. Hamlin CVS, Inc.
- 5726. Hanover CVS, L.L.C.
- 5727. Hanover Mass. CVS, Inc.
- 5728. Hanover Park CVS, L.L.C.
- 5729. Hanover Shaw Plaza CVS, Inc.
- 5730. Hanover-Pembroke CVS, Inc.
- 5731. Hanson CVS, Inc.
- 5732. Harbor Mall CVS, Inc.
- 5733. Harbor Santa Ana CVS, L.P.
- 5734. Harborside CVS, Inc.
- 5735. Harbour Place CVS, Inc.
- 5736. Hard Columbus CVS, L.L.C.
- 5737. Hardscrabble CVS, Inc.
- 5738. Harlem Chicago CVS, L.L.C.
- 5739. Harleysville PA CVS, Inc.
- 5740. Harmon Las Vegas CVS, L.L.C.
- 5741. Harrisburg CVS, Inc.
- 5742. Harrisburg NC CVS, Inc.
- 5743. Harrison Bridge Road CVS, Inc.
- 5744. Harrison East Orange CVS, Inc.
- 5745. Harrison Township CVS, Inc.
- 5746. Hartford Blue Hills CVS, Inc.
- 5747. Hartford Main Street CVS, Inc.
- 5748. Harvard Square CVS, Inc.
- 5749. Harwich CVS, Inc.
- 5750. Harwichport Main Street CVS, Inc.
- 5751. Hatfield PA CVS, Inc.
- 5752. Haverford and City Line CVS, Inc.
- 5753. Haverford Avenue CVS, Inc.
- 5754. Haverhill CVS, Inc.
- 5755. Haverhill Lowell CVS, Inc.
- 5756. Havertown CVS, Inc.
- 5757. Haw Creek Circle CVS, Inc.

5758. Hawaiian Gardens CVS, Inc.
5759. Hawley CVS, Inc.
5760. Hawthorne CVS, Inc.
5761. Haymarket VA CVS, Inc.
5762. Hazel Crest CVS, L.L.C.
5763. Hazlet CVS, Inc.
5764. Hazleton CVS, Inc.
5765. Hazleton Plaza CVS Inc.
5766. HCP Acquisition Sub, LLC
5767. HDMS Services LLC
5768. Heacock Moreno CVS, L.L.C.
5769. Health 100, L.L.C.
5770. Health 100 Personal Health Records, L.L.C.
5771. Health America Corporation of Pennsylvania, Inc.
5772. Health and Human Resource Center
5773. Health and Human Resource Center Medical Group, Inc.
5774. Health and Human Resource Center, Inc.
5775. Health Care Management Co. Ltd.
5776. Health Care USA of Tennessee, Inc
5777. Health Cost Consultants, Inc.
5778. Health Data & Management Solutions, Inc.
5779. Health Integration Strategies, L.P.
5780. Health Integration, Inc.
5781. Health Maintenance Organization of New Jersey, Inc.
5782. Health Mart, Inc.
5783. Health Re, Inc.
5784. Healthagen International Limited
5785. Healthagen LLC
5786. HealthAmerica Pennsylvania, Inc.
5787. HealthAssurance Financial Services, Inc.
5788. HealthAssurance Pennsylvania, Inc.
5789. HealthCare America Plans, Inc.
5790. HealthCare USA of Missouri L.L.C.
5791. HealthInfusion, Inc.
5792. Healthmart, Inc.
5793. Healthmaster, Inc.
5794. HealthPASS, Inc.
5795. HealthPlus, Inc.
5796. HealthWays of New York, Inc.
5797. Heartland Healthcare Services, LLC
5798. Heartland Pharmacy of Illinois LLC
5799. Heartland Pharmacy of Maryland, LLC
5800. Heartland Pharmacy of PA, LLC
5801. Heartland Repack Services LLC
5802. Hebron CT CVS, Inc.
5803. Hebron Parkway CVS, L.P.
5804. Hedges Pond CVS, Inc.
5805. Hella Group LLC
5806. Hella Media LLC
5807. Hellertown CVS, Inc.
5808. Hempstead Avenue CVS, Inc.
5809. Hempstead NY CVS, L.L.C.
5810. Henderson CVS, L.L.C.
5811. Henderson Horizon CVS, L.L.C.
5812. Henderson Road CVS, Inc.
5813. Hennepin Avenue CVS, L.L.C.
5814. Henry Philadelphia CVS, Inc.
5815. Henry Street CVS, L.L.C.
5816. Henrydale CVS, Inc.
5817. Hermosa Beach CVS, Inc.
5818. Hewlett CVS, Inc.
5819. HHPF, Inc.
5820. HHRC, Inc.
5821. Hialeah CVS, L.L.C.
5822. Hialeah West 49th CVS, L.L.C.
5823. Hick Hwy CVS, Inc.
5824. Hickory CVS, Inc.
5825. Hickory Hills IL CVS, L.L.C.
5826. High House Road CVS, Inc.
5827. High Ridge Road CVS, Inc.
5828. High Street CVS, Inc.
5829. Highland Avenue CVS, Inc.
5830. Highland Center CVS, Inc.
5831. Highland Cheshire CVS, Inc.
5832. Highland Leasing Corporation
5833. Highland Market CVS, Inc.
5834. Highland Park CVS, L.L.C.
5835. Highlander Plaza CVS, Inc.

- 5836. Highway 14 SC CVS, Inc.
- 5837. Highway 17 Mt. Pleasant CVS, Inc.
- 5838. Highway 19 Palm Harbor CVS, L.L.C.
- 5839. Highway 92 CVS, Inc.
- 5840. Highway 98 CVS, Inc.
- 5841. Highway Charlotte CVS, Inc.
- 5842. Highway Stockbridge CVS, Inc.
- 5843. Hillcrest Frisco CVS, L.P.
- 5844. Hillcroft Houston CVS, L.P.
- 5845. Hilliard Darby CVS, Inc.
- 5846. Hilliard Park Mill CVS, Inc.
- 5847. Hillsboro Road CVS, L.L.C.
- 5848. Hillsborough Avenue CVS, L.L.C.
- 5849. Hillsborough CVS, Inc.
- 5850. Hillside Amarillo TX CVS, L.L.C.
- 5851. Hillside Avenue CVS, L.L.C.
- 5852. Hillside CVS, Inc.
- 5853. Hillside IL CVS, L.L.C.
- 5854. Hilltop Air Corporation
- 5855. Hilltown PA CVS, Inc.
- 5856. Hingham CVS, Inc.
- 5857. HIP Health Plan of Florida, Inc.
- 5858. HMIS, Inc.
- 5859. HMO Of Greater New York, Inc.
- 5860. HMO of Iowa, Inc.
- 5861. HMO of New Jersey, Inc.
- 5862. HMS Colorado, Inc.
- 5863. HMS Healthcare, Inc.
- 5864. Hoadley Rd CVS, Inc.
- 5865. Hokes Bluff CVS, Inc.
- 5866. Holbrook CVS, Inc.
- 5867. Holcomb CVS, Inc.
- 5868. Holden Common CVS, Inc.
- 5869. Holden PharmaCare Pharmacy, Inc.
- 5870. Holiday CVS, L.L.C.
- 5871. Holiday Hwy 19 CVS, L.L.C.
- 5872. Holliston CVS, Inc.
- 5873. Holly Springs CVS, Inc.
- 5874. Holyoke CVS, Inc.
- 5875. Holyoke Mall CVS, Inc.
- 5876. Holyoke South Street CVS, Inc.
- 5877. Home Care Pharmacy, LLC
- 5878. Home Pharmacy Services, LLC
- 5879. Homestead 312th FL CVS, L.L.C.
- 5880. Homestead CVS, L.L.C.
- 5881. Homeward Pharmacy, LLC
- 5882. Hook Drugs, Inc. of Michigan
- 5883. Hooker Avenue CVS, Inc.
- 5884. Hookset CVS, Inc.
- 5885. Hook-SupeRx Funding Corp.
- 5886. Hook-SupeRx, Inc.
- 5887. Hook-SupeRx, L.L.C.
- 5888. Hooper Road CVS, Inc.
- 5889. Hope Mills CVS, Inc.
- 5890. Hopewell CVS, Inc.
- 5891. Hopkins CVS, L.L.C.
- 5892. Horatio Orlando CVS, Inc.
- 5893. Horizon Behavioral Services, LLC
- 5894. Horsham CVS, Inc.
- 5895. Hospital CVS, Inc.
- 5896. Hospitality Holdings, Inc.
- 5897. Houston Main Elgin CVS, L.P.
- 5898. Houston ProCare Pharmacy, Inc.
- 5899. Houston TX CVS, L.P.
- 5900. Howell CVS, L.L.C.
- 5901. Hubbard Sylmar CVS, L.P.
- 5902. Hudson CVS, Inc.
- 5903. Hudson N.H. CVS, Inc.
- 5904. Huffmeister CVS, L.P.
- 5905. Humble CVS, L.P.
- 5906. Hunt Valley CVS, Inc.
- 5907. Huntersville NC CVS, Inc.
- 5908. Hunting Park CVS, Inc.
- 5909. Huntingdon Valley CVS, Inc.
- 5910. Huntington Beach CVS, Inc.
- 5911. Huntington Center CVS, Inc.
- 5912. Huntington CVS, Inc.
- 5913. Huntington Drive CVS, Inc.
- 5914. Huntington Station CVS, Inc.
- 5915. Huntington WV CVS, Inc.
- 5916. Huntsville AL CVS, Inc.
- 5917. Huntsville Moores Mill CVS, Inc.
- 5918. Huntsville Whitesburg CVS, Inc.
- 5919. Hurley MS CVS, Inc.
- 5920. Hurricane WV CVS, Inc.

5921. Hurst CVS, L.P.
5922. Hwy 544 MB CVS, Inc.
5923. Hyannis CVS, Inc.
5924. Hyannis Main Street CVS, Inc.
5925. Hyattsville CVS, Inc.
5926. Hyde Park Avenue CVS, Inc.
5927. Hytree Pharmacy, Inc.
5928. I.g.G. of America, Inc.
5929. I.g.G. of America, LLC
5930. Idaho CVS Pharmacy, L.L.C.
5931. IHS Acquisition XXX, Inc.
5932. IlliniCare Health Plan, Inc.
5933. Illinois Careside Physician Group P.L.L.C.
5934. Imperial CVS, Inc.
5935. In Person, Virtual Medical Services PLLC
5936. Independence MI CVS, L.L.C.
5937. Independence Plano CVS, L.P.
5938. Independent Investments, Inc.
5939. Indian 59th Phoenix CVS, L.L.C.
5940. Indian Health Organisation Private Limited
5941. Indian School Phoenix CVS, L.L.C.
5942. Indian Trail CVS, Inc.
5943. INDIANA CARESIDE PHYSICIAN GROUP P.C.
5944. Indiana CVS, Inc.
5945. Informed Health, LLC.
5946. Ingleside CVS, Inc.
5947. Inland Health Plan
5948. Inman Edison CVS, L.L.C.
5949. Inner Loop Georgetown CVS, L.L.C.
5950. Innovation Health Holdings, LLC
5951. Innovation Health Insurance Company
5952. Innovation Health Plan, Inc.
5953. Innovative Worldwide Distributors (HK) Limited
5954. Institutional Health Care Services LP
5955. Institutional Health Care Services, LLC
5956. Integrated Pharmacy Solutions, Inc.
5957. InterGlobal Holdco Limited
5958. InterGlobal Insurance Company Limited
5959. InterGlobal Japan Corporation Limited
5960. InterGlobal Limited
5961. Interlock Pharmacy Systems, LLC
5962. Iowa Careside Physician Group L.L.C.
5963. Iowa CVS Pharmacy, L.L.C.
5964. Ironbound CVS Urban Renewal, L.L.C.
5965. Irvine CA CVS, L.P.
5966. Irving CVS, L.P.
5967. Irving Park CVS, L.L.C.
5968. Irving Streamwood CVS, L.L.C.
5969. Irving Street CVS, Inc.
5970. Island Avenue CVS, Inc.
5971. Islington CVS, Inc.
5972. Ithaca CVS Store, Inc.
5973. iTriage, LLC
5974. Ives Dairy Miami CVS, L.L.C.
5975. Ivyland CVS, Inc.
5976. Ivyland PA CVS, Inc.
5977. J.F.K. Street CVS, Inc.
5978. Jacksboro Highway CVS, L.P.
5979. Jackson Heights CVS, L.L.C.
5980. Jackson NJ CVS, Inc.
5981. Jackson North West CVS, Inc.
5982. Jackson Square CVS, Inc.
5983. Jacksonville CVS, L.L.C.
5984. Jaguar Merger Subsidiary, Inc.
5985. Jamaica CVS, L.L.C.
5986. Jamaica Plain CVS, Inc.
5987. Jamesburg CVS, L.L.C.
5988. JEC Facilities Funding II, Inc.
5989. JEC Funding, Inc.
5990. JEC Funding, LLC
5991. Jefferson CVS, Inc
5992. Jefferson Havens Corner CVS, Inc.

5993. Jefferson Woodbridge CVS, Inc.
5994. Jenkintown CVS, Inc.
5995. Jennersville CVS, Inc.
5996. Jericho Huntington CVS, L.L.C.
5997. Jericho Turnpike CVS, Inc.
5998. Jersey Shore PA CVS, Inc.
5999. Jessica Huang, M.D., P.C.
6000. Jessup Deptford CVS, L.L.C.
6001. Jewel Ventures Fund GP, LLC
6002. Jewel Ventures Fund, LP
6003. Jewel Ventures Management, LLC
6004. JHC Acquisition LLC
6005. JOCUS LIMITED
6006. Jog Boynton Beach CVS, L.L.C.
6007. Jog Road CVS, L.L.C.
6008. Johnson Hollywood CVS, Inc.
6009. Johnston Centre CVS, Inc.
6010. Joliet CVS, L.L.C.
6011. Jones Hill CVS, Inc.
6012. Jonesboro CVS, Inc.
6013. Josey Carrollton CVS, L.P.
6014. Joy Lake Rd. CVS, Inc.
6015. JRT Investment, Inc.
6016. Jumpers Hole CVS, Inc.
6017. K HOME THERAPEUTICS, INC.
6018. K Street CVS, Inc.
6019. K Street Peoples, Inc.
6020. Kankakee IL CVS, L.L.C.
6021. Kannapolis CVS, Inc.
6022. Kansas CVS Pharmacy, L.L.C.
6023. Kearny CVS, Inc.
6024. Kedzie 59th CVS, L.L.C.
6025. Keene Key CVS, Inc.
6026. Keller CVS, L.P.
6027. Kendall Miami CVS, L.L.C.
6028. Kenmore Retailer, Inc.
6029. Kenmore Village CVS, Inc.
6030. Kennedy Tampa CVS, L.L.C.
6031. Kennesaw CVS, Inc.
6032. Kennesaw Due West CVS, Inc.
6033. Kennett Square CVS, Inc.
6034. Kensington CVS, Inc.
6035. Kentucky CVS Pharmacy, L.L.C.
6036. Kentwood CVS, Inc.
6037. Kern Home Health Resources d/b/a Coram Healthcare
6038. Key Biscayne CVS, Inc.
6039. Keyser CVS, L.L.C.
6040. Keystone Street CVS, Inc.
6041. Kildeer CVS, L.L.C.
6042. Kimberly J. Henderson, M.D., P.C.
6043. Kimberton Nutt CVS, Inc.
6044. King Cherry CVS, Inc.
6045. King Drug Company
6046. King of Prussia CVS, Inc.
6047. King Street CVS, Inc.
6048. Kings Crossing CVS, Inc.
6049. Kings Grant CVS, Inc.
6050. Kings Highway CVS, Inc.
6051. Kingsbury Square CVS, Inc.
6052. Kingsland Katy CVS, L.P.
6053. Kingston Emporium CVS, Inc.
6054. Kingston Market CVS, Inc.
6055. Kingston Road CVS, Inc.
6056. Kingsway Plaza CVS, Inc.
6057. Kingwood CVS, L.P.
6058. Kirby Houston CVS, L.P.
6059. Kirby Pearland CVS, L.P.
6060. Kisco East Main CVS, L.L.C.
6061. Kissimmee CVS, Inc.
6062. Knox Abbott Road CVS, Inc.
6063. Knoxville Emory CVS, Inc.
6064. Kostner Chicago CVS, L.L.C.
6065. Kraemer CA CVS, L.L.C.
6066. Krocks Road CVS, Inc.
6067. L Street CVS, Inc.
6068. L.F. Hamlin, Inc.
6069. La Cienega LA CVS, L.P.
6070. La Cienega Square CVS, Inc.
6071. La Mirada CVS, Inc.
6072. La Palma CVS, Inc.
6073. La Quinta CVS, L.L.C.
6074. Ladera Ranch CA CVS, L.P.
6075. Lafayette CVS, Inc.
6076. LaGrange CVS, L.L.C.
6077. Laguna Hills CVS, Inc.

- 6078. Laguna Niguel CVS, Inc.
- 6079. Lahser CVS, Inc.
- 6080. Lake Charles Ryan CVS, Inc.
- 6081. Lake Danbury CVS, Inc.
- 6082. Lake Forest CVS, Inc.
- 6083. Lake Forest CVS, L.L.C.
- 6084. Lake Grove CVS, Inc.
- 6085. Lake in the Hills CVS, L.L.C.
- 6086. Lake Mead Civic CVS, L.L.C.
- 6087. Lake Mead Las Vegas CVS, L.L.C.
- 6088. Lake Pleasant Peoria CVS, L.L.C.
- 6089. Lake Street CVS, Inc.
- 6090. Lake Worth Greenacres CVS, L.L.C.
- 6091. Lakeview Ave. CVS, Inc.
- 6092. Lakeview Plaza CVS, Inc.
- 6093. Lakeview Square CVS, Inc.
- 6094. Lakeville MN CVS, L.L.C.
- 6095. Lakeway TX CVS, L.L.C.
- 6096. Lakewood CA CVS, L.L.C.
- 6097. Lakewood Square CVS, Inc.
- 6098. Lambertville NJ CVS, L.L.C.
- 6099. Lancaster 10th CVS, L.L.C.
- 6100. Lancaster CVS, Inc.
- 6101. Landis Avenue CVS, Inc.
- 6102. Landisville CVS, Inc.
- 6103. Landmark Center CVS, Inc.
- 6104. Landstar Orlando CVS, L.L.C.
- 6105. Lanesborough Berkshire Mall CVS, Inc.
- 6106. Langsam Health Services, LLC
- 6107. Langsam Medical Products, Inc.
- 6108. Lansdowne Avenue CVS, Inc.
- 6109. Lansing CVS, Inc.
- 6110. LaPalma Anaheim CVS, Inc.
- 6111. Largo ProCare Pharmacy, Inc.
- 6112. Las Vegas NV CVS, L.L.C.
- 6113. Las Vegas Riviera CVS, L.L.C.
- 6114. Laurel MD CVS, L.L.C.
- 6115. Laurens Road CVS, Inc.
- 6116. Lavista Road CVS, Inc.
- 6117. Lawndale CA CVS, L.L.C.
- 6118. Lawndale CVS, Inc.
- 6119. Lawrence Broadway CVS, Inc.
- 6120. Lawrence Chicago CVS, L.L.C.
- 6121. Lawrenceville CVS, Inc.
- 6122. LCPS Acquisition LLC
- 6123. LDG Property Company, Inc.
- 6124. LDG Property Company, LLC
- 6125. Leading Benefit Solutions, LLC
- 6126. League City CVS, L.P.
- 6127. Ledgewood NJ CVS, L.L.C.
- 6128. Lee Highway CVS, Inc.
- 6129. Lee Highway Peoples, Inc.
- 6130. Lee Vista Orlando CVS, L.L.C.
- 6131. Lehigh Street CVS, Inc.
- 6132. Lehigh Valley CVS, Inc.
- 6133. Lemec CVS, L.L.C.
- 6134. Lemmon Dallas CVS, L.P.
- 6135. Lemont CVS, L.L.C.
- 6136. Lenox Avenue CVS, L.L.C.
- 6137. Leominster CVS, Inc.
- 6138. Leominster Lancaster CVS, Inc.
- 6139. Leominster Main Street CVS, Inc.
- 6140. Leominster PharmaCare Pharmacy, Inc.
- 6141. Levittown PA CVS, Inc.
- 6142. Lewisville CVS, L.P.
- 6143. Lexington CVS, Inc.
- 6144. Lexington Sugar CVS, L.P.
- 6145. LHS Acquisition Sub, LLC
- 6146. Liberty Health, LLC
- 6147. Liberty Health Partners LLC
- 6148. Liberty Little Ferry CVS, L.L.C.
- 6149. Liberty Park CVS, Inc.
- 6150. Liberty Road CVS, Inc.
- 6151. Liberty Street CVS, Inc.
- 6152. Library Road CVS, Inc.
- 6153. Lighthouse Point CVS, L.L.C.
- 6154. Lilburn CVS, Inc.
- 6155. Lilburn Harmony Grove CVS, Inc.
- 6156. Lima PA CVS, Inc.
- 6157. Limerick CVS, Inc.
- 6158. Lincoln Corona CVS, Inc.
- 6159. Lincoln CVS, Inc.
- 6160. Lincoln Drive (Phil) CVS, Inc.

6161. Lincoln Harbor CVS, Inc.	6202. Longs Drug Stores, L.L.C.
6162. Lincoln Park CVS, L.L.C.	6203. Long-Term Care Pharmacy Alliance, LLC
6163. Lincoln Street CVS, Inc.	6204. Longwood Avenue CVS, Inc.
6164. Lindbergh CVS, Inc.	6205. Longwood CVS, Inc.
6165. Linden Retailer, Inc.	6206. Looch Hwy. CVS, Inc.
6166. Linden Street CVS, Inc.	6207. Loop 610 Westheimer CVS, L.P.
6167. Linden Wellesley CVS, Inc.	6208. Loris SC CVS, Inc.
6168. Lindenhurst CVS, L.L.C.	6209. Los Alamitos CVS, L.P.
6169. Linwood CVS, Inc.	6210. Los Angeles ProCare Pharmacy, Inc.
6170. Lionville CVS, Inc.	6211. Louetta Elderidge CVS, L.P.
6171. Litchfield Park CVS, L.L.C.	6212. Louisiana CVS Pharmacy, L.L.C.
6172. Litchfield Rt. 202 CVS, Inc.	6213. Louisville CVS, Inc.
6173. Little York CVS, L.P.	6214. Lowell Bridge CVS, Inc.
6174. Littleton Road CVS, Inc.	6215. Lowell Discounter, Inc.
6175. Livingston CVS, Inc.	6216. Lowell Merrimack CVS, Inc.
6176. Livonia 6 Mile CVS, Inc.	6217. Lowell Retailer, Inc.
6177. Lobdell Goodwood CVS, Inc.	6218. Lower Azusa Rd CVS, L.L.C.
6178. Lobos Acquisition, LLC	6219. Lower Buckeye Phoenix CVS, L.L.C.
6179. Lockport Clinton Stores, Inc.	6220. Lower Buckley Avondale CVS, L.L.C.
6180. Lockport CVS, L.L.C.	6221. Lower Makefield CVS, Inc.
6181. Locust Philadelphia CVS, Inc.	6222. Loyalty Life Insurance Company
6182. Lodi CVS, Inc.	6223. Ludlow Acquisition Corp.
6183. Loehmann's Plaza CVS, Inc.	6224. Ludlow CVS, Inc.
6184. Lombard CVS, L.L.C.	6225. Luettgens Limited
6185. Lombard-Light Streets CVS, Inc.	6226. LV Boulevard CVS, L.L.C.
6186. Lo-Med Prescription Services, LLC	6227. Lyell Clinton Paine, Inc.
6187. Lomita CVS, Inc.	6228. Lynn Boston Street CVS, Inc.
6188. Lone Oak KY CVS, Inc.	6229. Lynngate-Massachusetts CVS, Inc.
6189. Lone Star Health Plan, Inc.	6230. Lynnway Lynn CVS, Inc.
6190. Lonestar Holding Co.	6231. Lyon Twp CVS, L.L.C.
6191. Long Beach Boulevard CVS, L.P.	6232. M Street CVS, Inc.
6192. Long Beach CVS, Inc.	6233. M Street Peoples, Inc.
6193. Long Hill Road CVS, Inc.	6234. M Street Washington CVS, Inc.
6194. Long Island CVS Store, Inc.	6235. Mableton GA CVS, Inc.
6195. Long Shoals Road CVS, Inc.	6236. Mableton Parkway CVS, Inc.
6196. Longmeadow Massachusetts CVS, Inc.	6237. MacArthur Boulevard CVS, Inc.
6197. Longmeadow Street CVS, Inc.	6238. Macedon Clinton Stores, Inc.
6198. Longs Drug Stores California, Inc.	6239. Mack Drug Co. of New Jersey, Inc.
6199. Longs Drug Stores California, L.L.C.	6240. Mack Drug Co. of New York, Inc.
6200. Longs Drug Stores Corporation	
6201. Longs Drug Stores, Inc.	

6241. Mack Drug Co. of Pittsfield, Inc.	6282. Manchester CVS, Inc.
6242. Macomb Township CVS, L.L.C.	6283. Manchester North Main CVS, Inc.
6243. Madera Royale CVS, Inc.	6284. Manhattan CVS, Inc.
6244. Madison Centre CVS, Inc.	6285. Manomet Route 3a CVS, Inc.
6245. Madison Chicago CVS, L.L.C.	6286. Manor Road CVS, Inc.
6246. Madison CVS, Inc.	6287. Mansfield CVS, Inc.
6247. Madison Heights John R CVS, Inc.	6288. Mansfield Shopping Center CVS, Inc.
6248. Magnolia Anaheim CVS, L.P.	6289. Manton Avenue CVS, Inc.
6249. Magnum Health Plan, Inc.	6290. Mantua NJ CVS, L.L.C.
6250. Main Alden CVS, Inc.	6291. Manville CVS, Inc.
6251. Main Annapolis CVS, L.L.C.	6292. Maple Avenue CVS, Inc.
6252. Main Devon Bartlett CVS, L.L.C.	6293. Maple Avenue NJ CVS, Inc.
6253. Main Harvard CVS, Inc.	6294. Maple Glen CVS, Inc.
6254. Main Houston CVS, L.P.	6295. Maple Grove MN CVS, L.L.C.
6255. Main Jefferson CVS, L.L.C.	6296. Maplewood CVS, L.L.C.
6256. Main McKinney CVS, L.P.	6297. Marblehead CVS, Inc.
6257. Main Montgomery CVS, L.L.C.	6298. Margate CVS, Inc.
6258. Main Street Athol CVS, Inc.	6299. Marguerite Parkway CVS, Inc.
6259. Main Street North CVS, Inc.	6300. Maricopa CVS, L.L.C.
6260. Main Street Pharmacy, L.L.C.	6301. Marietta CVS, Inc.
6261. Main Vineland CVS, L.L.C.	6302. Marietta Piedmont CVS, Inc.
6262. Main Wayland CVS, Inc.	6303. Mark Steven CVS, Inc.
6263. Maine CVS Pharmacy, L.L.C.	6304. Market Street CVS, Inc.
6264. Maine Retailer, Inc.	6305. Marlboro CVS, Inc.
6265. Maine-Bangor CVS, Inc.	6306. Marlboro Village Center CVS, Inc.
6266. Maineville CVS, Inc.	6307. Marlborough Mall CVS, Inc.
6267. Malaga CVS, Inc.	6308. Marley Station CVS, Inc.
6268. Malden Broadway CVS, Inc.	6309. Marlton Crossing CVS, Inc.
6269. Malden Square CVS, Inc.	6310. Marsh Carrollton CVS, L.P.
6270. Male Wind Gap CVS, Inc.	6311. Marshalls of Citrus Heights, CA., Inc.
6271. Mall of New Hampshire CVS, Inc.	6312. Marshalls of Skokie IL, Inc.
6272. Managed Care Coordinators, Inc.	6313. MARSHALLS OF TEMPE, AZ., INC.
6273. Managed HealthCare, Inc.	6314. Marshfield Ocean CVS, Inc.
6274. Managed Healthcare, LLC	6315. Marshfield Webster CVS, Inc.
6275. Management & Network Services, Inc.	6316. Martin Health Services, Inc.
6276. Management and Network Services, L.L.C.	6317. Martin Health Services, LLC
6277. Manalapan CVS, Inc.	6318. Mary Street CVS, Inc.
6278. Manassas CVS, Inc.	6319. MARYLAND CARESIDE PHYSICIAN GROUP L.L.C.
6279. Manatee Bradenton CVS, L.L.C.	6320. Maryland CVS Pharmacy, L.L.C.
6280. Manayunk Plaza CVS, Inc.	
6281. Manchester (N.H.) CVS, Inc.	

6321. Maryland Parkway CVS, L.L.C.
6322. Maryland St. Paul CVS, L.L.C.
6323. Mashpee CVS, Inc.
6324. Mason CVS, Inc.
6325. Maspeth NY CVS, L.L.C.
6326. Mass. Ave. and Alwife Brook CVS, Inc.
6327. Mass. Ave. CVS, Inc.
6328. Massachusetts Avenue CVS, L.L.C.
6329. Massachusetts CVS Pharmacy, Inc.
6330. Massachusetts CVS Pharmacy, L.L.C.
6331. Massapequa CVS, Inc.
6332. Mattapan MA CVS, Inc.
6333. Matthews CVS, Inc.
6334. Mattituck CVS, L.L.C.
6335. Mattydale Clinton Stores, Inc.
6336. MaxiCare/HealthAmerica Pennsylvania, Inc.
6337. Maxwell & Tennyson, Inc.
6338. May Street PharmaCare Pharmacy, Inc.
6339. Mayfield Collins CVS, L.P.
6340. Mayfield CVS, Inc.
6341. Maynard CVS, Inc.
6342. MC Diagnostic of Connecticut, P.C.
6343. MC Medical Group of D.C., P.C.
6344. MC Medical Group of Nevada, P.C.
6345. MC RETAIL CORP.
6346. McCalla CVS, Inc.
6347. McDowell Phoenix CVS, L.L.C.
6348. McKeesport CVS, Inc.
6349. McKinney CVS, L.P.
6350. McNab Tamarac CVS, L.L.C.
6351. McNair Farms CVS, Inc.
6352. Mead Clinton Paine, Inc.
6353. Meadow Glen CVS, Inc.
6354. Meadowbrook Newark CVS, Inc.
6355. Meadville Clinton Stores, Inc.
6356. Med Southwest, Inc.
6357. Med World Acquisition Corp.
6358. Med World Acquisition, LLC
6359. Medco Discount Prescription Center, Inc.
6360. Medfield CVS, Inc.
6361. Medford Downtown CVS, Inc.
6362. Medford High CVS, Inc.
6363. Medford Retailer, Inc.
6364. Medford-Malden CVS, Inc.
6365. Media 452 CVS, Inc.
6366. Media CVS, Inc.
6367. Medical Arts Health Care, Inc.
6368. Medical Arts Health Care, LLC
6369. Medical Arts Pharmacy, Inc.
6370. Medical Center Pharmacies, Inc.
6371. Medical Examinations of New York, P.C.
6372. Medical Group of New York, P.C.
6373. Medical Group of New York Primary Care, PLLC
6374. Medical Service Professionals of NJ LLC
6375. Medicare Drug Stores, Inc.
6376. Medicity LLC
6377. Medicity, Inc.
6378. Medisav, Inc.
6379. MedPartners Acquisition
6380. MedPartners Aviation, Inc.
6381. MedPartners Physician Services, Inc.
6382. MedPartners Professional Management Corporation
6383. MedPartners, Inc.
6384. MedPartners/Mullikin, Inc.
6385. MedPartners/Talbert Medical Management Corporation
6386. Medway CVS, Inc.
6387. Meeting House Road CVS, Inc.
6388. Melrose CVS, Inc.
6389. Melrose Park CVS, L.L.C.
6390. Melville Equipment Leasing Corp.
6391. Melville Realty Company, Inc.
6392. Melville Realty Management Corporation
6393. MemberHealth LLC

6394. Menifee Meadows Office Park Association
6395. Menlo Park CVS, Inc.
6396. Mental Health Associates, Inc.
6397. Mental Health Associates, Inc. of Louisiana, Inc.
6398. Mental Health Network of New York IPA, Inc.
6399. Merchant Plaza CVS, Inc.
6400. Merger LLC D, L.L.C.
6401. Meridan West Main CVS, Inc.
6402. Meriden CVS, Inc.
6403. Meriden Parkade CVS, Inc.
6404. Meriden Road CVS, Inc.
6405. Meridianville CVS, Inc.
6406. Meritain Health Group, Inc.
6407. Meritain Health, Inc.
6408. Merlen Drug CVS, Inc.
6409. Merrick CVS, Inc.
6410. Merrill University CVS, L.L.C.
6411. Merrimack Street CVS, Inc.
6412. Merritt Island CVS, L.L.C.
6413. Merwin IV & Specialty Pharmacy, LLC
6414. Merwin Long Term Care, Inc.
6415. Merwin Long Term Care, LLC
6416. Merwin Rx-Compounding Pharmacy, LLC
6417. Mesa Brown CVS, L.L.C.
6418. Mesquite CVS, L.P.
6419. Methuen Broadway CVS, Inc.
6420. Methuen CVS, Inc.
6421. Methuen Haverhill CVS, Inc.
6422. Methuen Swan CVS, Inc.
6423. MetraComp, Inc.
6424. Metro Boston CVS, Inc.
6425. MHHP Acquisition Company LLC
6426. MHNet Life and Health Insurance Company
6427. MHNet of Florida, Inc.
6428. MHNet Specialty Services, LLC
6429. Miami 147th CVS, L.L.C.
6430. Miami 2nd Avenue CVS, Inc.
6431. Miami 8th CVS, L.L.C.
6432. Miami Flagler CVS, Inc.
6433. Michigan Careside Physician Group P.L.L.C.
6434. Michigan Chicago CVS, L.L.C.
6435. Michigan CVS, Inc.
6436. Mid Cities Boulevard CVS, L.P.
6437. Middle River CVS, Inc.
6438. Middle Smithfield Township CVS, Inc.
6439. Middleboro CVS, Inc.
6440. Middlesex Lowell CVS, Inc.
6441. Middlesex-Mass. CVS, Inc.
6442. Middletown CVS, Inc.
6443. Middletown Township CVS, Inc.
6444. Middletown Washington CVS, Inc.
6445. Midland Clinton Stores, Inc.
6446. Midland Retailer, Inc.
6447. Midport Port St. Lucie CVS, L.L.C.
6448. Milford Broad St. CVS, Inc.
6449. Milford CVS, Inc.
6450. Milford PharmaCare Pharmacy, Inc.
6451. Milford Plaza CVS, Inc.
6452. Milford Square CVS, Inc.
6453. Military Trail CVS, Inc.
6454. Millbourne CVS, Inc.
6455. Millbury CVS, Inc.
6456. Millbury PharmaCare Pharmacy, Inc.
6457. Millcreek CVS, Inc.
6458. Miller Place CVS, L.L.C.
6459. Millis CVS, Inc.
6460. Mills Ave SEC CVS, L.L.C.
6461. Millville CVS, Inc.
6462. Milton Market Place CVS, Inc.
6463. Milwaukee Chicago CVS, L.L.C.
6464. Mineola Jericho CVS, Inc.
6465. Mineral Spring Ave. CVS, Inc.
6466. Minnesota CVS Pharmacy, L.L.C.
6467. Minor Health Enterprise Co, Ltd.
6468. Mint Hill CVS, Inc.
6469. Minute Clinic Diagnostic of North Carolina, P.C.

- 6470. MinuteClinic Diagnostic Medical Group of California, Inc.
- 6471. MinuteClinic Diagnostic Medical Group of Orange County, Inc.
- 6472. MinuteClinic Diagnostic Medical Group of San Diego, Inc.
- 6473. MinuteClinic Diagnostic of Alabama, L.L.C.
- 6474. MinuteClinic Diagnostic of Arizona, LLC
- 6475. MinuteClinic Diagnostic of Arkansas, LLC
- 6476. MinuteClinic Diagnostic of Colorado LLC
- 6477. MinuteClinic Diagnostic of Connecticut, LLC
- 6478. MinuteClinic Diagnostic of Florida, LLC
- 6479. MinuteClinic Diagnostic of Georgia, LLC
- 6480. MinuteClinic Diagnostic of Hawaii, L.L.C.
- 6481. MinuteClinic Diagnostic of Illinois, LLC
- 6482. MinuteClinic Diagnostic of Illinois, PLLC
- 6483. MinuteClinic Diagnostic of Kansas, P.A.
- 6484. MinuteClinic Diagnostic of Kentucky, L.L.C.
- 6485. MinuteClinic Diagnostic of Louisiana, L.L.C.
- 6486. MinuteClinic Diagnostic of Maine, L.L.C.
- 6487. MinuteClinic Diagnostic of Maryland, LLC
- 6488. MinuteClinic Diagnostic of Massachusetts, LLC
- 6489. MinuteClinic Diagnostic of Michigan, P.C.
- 6490. MinuteClinic Diagnostic of Minnesota, P.A.
- 6491. MinuteClinic Diagnostic of Nebraska, L.L.C.
- 6492. MinuteClinic Diagnostic of New Hampshire, L.L.C.
- 6493. MinuteClinic Diagnostic of New Jersey, LLC
- 6494. MinuteClinic Diagnostic of New Mexico, L.L.C.
- 6495. MinuteClinic Diagnostic of Ohio, LLC
- 6496. MinuteClinic Diagnostic of Oklahoma, LLC
- 6497. MinuteClinic Diagnostic of Oregon, LLC
- 6498. MinuteClinic Diagnostic of Pennsylvania, LLC
- 6499. MinuteClinic Diagnostic of Rhode Island, LLC
- 6500. MinuteClinic Diagnostic of South Carolina, L.L.C.
- 6501. MinuteClinic Diagnostic of Tennessee, P.C.
- 6502. MinuteClinic Diagnostic of Texas, LLC
- 6503. MinuteClinic Diagnostic of Texas, PLLC
- 6504. MinuteClinic Diagnostic of Utah, L.L.C.
- 6505. MinuteClinic Diagnostic of Virginia, LLC
- 6506. MinuteClinic Diagnostic of Washington, LLC
- 6507. MinuteClinic Diagnostic of Washington, PLLC
- 6508. MinuteClinic Diagnostic of Wisconsin, L.L.C.
- 6509. MinuteClinic Diagnostic, P.A.
- 6510. MinuteClinic Diagnostics of Indiana, LLC
- 6511. MinuteClinic Online Diagnostic Services, LLC
- 6512. MinuteClinic Online Virtual Care California, P.C.

6513. MinuteClinic Physician Practice of Texas	6534. MinuteClinic Primary Care-North Carolina, PLLC
6514. MinuteClinic Primary Care-Arizona, PLLC	6535. MinuteClinic Primary Care-Ohio, LLC
6515. MinuteClinic Primary Care-California	6536. MinuteClinic Primary Care-Pennsylvania, PLLC
6516. MinuteClinic Primary Care-Connecticut, PLLC	6537. MinuteClinic Primary Care-Rhode Island, LLC
6517. MinuteClinic Primary Care-DC, PLLC	6538. MinuteClinic Primary Care-South Carolina, LLC
6518. MINUTECLINIC PRIMARY CARE-DELAWARE, LLC	6539. MinuteClinic Primary Care-Tennessee, PLLC
6519. MinuteClinic Primary Care-Florida, LLC	6540. MinuteClinic Primary Care-Texas, PLLC
6520. MinuteClinic Primary Care-Hawaii, LLC	6541. MinuteClinic Primary Care-Virginia, PLLC
6521. MinuteClinic Primary Care-Illinois, PLLC	6542. MinuteClinic Primary Care-Washington, PLLC
6522. MinuteClinic Primary Care-Indiana, LLC	6543. MinuteClinic Primary Care-Wisconsin, LLC
6523. MinuteClinic Primary Care-Kansas, LLC	6544. MinuteClinic Telehealth Services of Texas Association
6524. MinuteClinic Primary Care-Louisiana, LLC	6545. MinuteClinic Telehealth Services, LLC
6525. MinuteClinic Primary Care-Maryland, LLC	6546. MinuteClinic Video Virtual Care California, P.C.
6526. MinuteClinic Primary Care-Massachusetts, PLLC	6547. MinuteClinic Video Virtual Care North, LLC
6527. MinuteClinic Primary Care-Michigan, PLLC	6548. MinuteClinic Video Virtual Care of Kansas, LLC
6528. MinuteClinic Primary Care-Minnesota, PLLC	6549. MinuteClinic Video Virtual Care of NC, PC
6529. MinuteClinic Primary Care-Missouri, LLC	6550. MinuteClinic Video Virtual Care of Nevada, PLLC
6530. MinuteClinic Primary Care-Nebraska, LLC	6551. MinuteClinic Video Virtual Care of Wisconsin, S.C.
6531. MinuteClinic Primary Care-Nevada, LLC	6552. MinuteClinic Video Virtual Care, P.C.
6532. MinuteClinic Primary Care-New Jersey, LLC	6553. MinuteClinic Video Virtual Care, PLLC
6533. MinuteClinic Primary Care-New Mexico, LLC	6554. MinuteClinic, L.L.C.
	6555. MinuteClinic, LLC
	6556. Miramar CVS, Inc.

6557. Mission Hills CVS, Inc.
6558. Mission Tremont CVS, Inc.
6559. Mission Valley CVS, Inc.
6560. Mission Viejo CVS, Inc.
6561. Mississippi CVS Pharmacy, L.L.C.
6562. Missouri Care, Incorporated
6563. Missouri Careside Physician Group L.L.C.
6564. Missouri City CVS, L.P.
6565. Missouri CVS Pharmacy, L.L.C.
6566. MLK Tampa CVS, L.L.C.
6567. Mobile AL CVS, Inc.
6568. Mogadore CVS, Inc.
6569. Mohawk Avenue CVS Store, Inc.
6570. Mohegan Lake CVS, L.L.C.
6571. Mokena CVS, L.L.C.
6572. Monroe CVS, Inc.
6573. Monroe NJ CVS, L.L.C.
6574. Monroe NY CVS, L.L.C.
6575. Monroe Prospect CVS, Inc.
6576. Montana CVS Pharmacy, L.L.C.
6577. Montclair CVS, Inc.
6578. Montebello CVS, Inc.
6579. Montevallo AL CVS, Inc.
6580. Montgomery AL CVS, Inc.
6581. Montgomery Sq. CVS, Inc.
6582. Montrose Chicago CVS, L.L.C.
6583. Montrose Houston CVS, L.P.
6584. Montvale Center CVS, Inc.
6585. Montvale Woburn CVS, Inc.
6586. Moorestown Mall CVS, Inc.
6587. Moorestown NJ Bob's, Inc.
6588. Moorestown West Main CVS, Inc.
6589. Moorpark CVS, Inc.
6590. Morewood Drive CVS, Inc.
6591. Morris Daytona CVS, L.L.C.
6592. Morrisville CVS, Inc.
6593. Morrow CVS, Inc.
6594. Morton Fry CVS, L.P.
6595. Mounds View MN CVS, L.L.C.
6596. Mount Carmel Plaza CVS, Inc.
6597. Mount Dora CVS, L.L.C.
6598. Mountain Avenue CVS, Inc.
6599. Mountain Brook CVS, Inc.
6600. Mountain Grove Investment Group LLC
6601. Mountain Medical Affiliates, Inc.
6602. Mountain Middlesex CVS, Inc.
6603. Movietown Plaza CVS, Inc.
6604. MP Receivables Company
6605. MRC Henderson Devco, Inc.
6606. MRC Manchester Devco, Inc.
6607. MRC Staten Island Devco, Inc.
6608. MRC Westbury Devco, Inc.
6609. MRC Woodlands Devco, Inc.
6610. Mt. Holly CVS, Inc.
6611. Mt. Joy CVS, Inc.
6612. Mt. Morris CVS, Inc.
6613. Mt. Pleasant CVS, Inc.
6614. Mt. Prospect CVS, L.L.C.
6615. Mundelein CVS, L.L.C.
6616. Murray CVS, Inc.
6617. Myrtle Beach CVS, Inc.
6618. N. Bayshore CVS, L.L.C.
6619. N. Sepulveda CVS, L.L.C.
6620. Nahatan Street CVS, Inc.
6621. Nanes Houston CVS, L.P.
6622. Nanuet Retailer, Inc.
6623. Naperville CVS, L.L.C.
6624. Naples CVS, L.L.C.
6625. Naples US 41 CVS, L.L.C.
6626. Nashua CVS, Inc.
6627. Nashua Hollis CVS, Inc.
6628. Nashville CVS, L.L.C.
6629. Natick Mall CVS, Inc.
6630. Natick Retailer, Inc.
6631. Natick Routes 9 and 27 CVS, Inc.
6632. National Motor Club Life & Accident Insurance Company
6633. Naugatuck Bridge St. CVS, Inc.
6634. Naugatuck CVS, Inc.
6635. Navarro Discount Pharmacies No. 1, Inc. (for assets / pharmacies acquired by CVS)

6636. Navarro Discount Pharmacies No. 1, LLC (for assets / pharmacies acquired by CVS)	6650. Navarro Discount Pharmacies No. 16, LLC (for assets / pharmacies acquired by CVS)
6637. Navarro Discount Pharmacies No. 10, Inc. (for assets / pharmacies acquired by CVS)	6651. Navarro Discount Pharmacies No. 17, Inc. (for assets / pharmacies acquired by CVS)
6638. Navarro Discount Pharmacies No. 10, LLC (for assets / pharmacies acquired by CVS)	6652. Navarro Discount Pharmacies No. 17, LLC (for assets / pharmacies acquired by CVS)
6639. Navarro Discount Pharmacies No. 11, Inc. (for assets / pharmacies acquired by CVS)	6653. Navarro Discount Pharmacies No. 18, Inc. (for assets / pharmacies acquired by CVS)
6640. Navarro Discount Pharmacies No. 11, LLC (for assets / pharmacies acquired by CVS)	6654. Navarro Discount Pharmacies No. 18, LLC (for assets / pharmacies acquired by CVS)
6641. Navarro Discount Pharmacies No. 12, Inc. (for assets / pharmacies acquired by CVS)	6655. Navarro Discount Pharmacies No. 19, Inc. (for assets / pharmacies acquired by CVS)
6642. Navarro Discount Pharmacies No. 12, LLC (for assets / pharmacies acquired by CVS)	6656. Navarro Discount Pharmacies No. 19, LLC (for assets / pharmacies acquired by CVS)
6643. Navarro Discount Pharmacies No. 13, Inc. (for assets / pharmacies acquired by CVS)	6657. Navarro Discount Pharmacies No. 2, Inc. (for assets / pharmacies acquired by CVS)
6644. Navarro Discount Pharmacies No. 13, LLC (for assets / pharmacies acquired by CVS)	6658. Navarro Discount Pharmacies No. 2, LLC (for assets / pharmacies acquired by CVS)
6645. Navarro Discount Pharmacies No. 14, Inc. (for assets / pharmacies acquired by CVS)	6659. Navarro Discount Pharmacies No. 20, Inc. (for assets / pharmacies acquired by CVS)
6646. Navarro Discount Pharmacies No. 14, LLC (for assets / pharmacies acquired by CVS)	6660. Navarro Discount Pharmacies No. 20, LLC (for assets / pharmacies acquired by CVS)
6647. Navarro Discount Pharmacies No. 15, Inc. (for assets / pharmacies acquired by CVS)	6661. Navarro Discount Pharmacies No. 21, Inc. (for assets / pharmacies acquired by CVS)
6648. Navarro Discount Pharmacies No. 15, LLC (for assets / pharmacies acquired by CVS)	6662. Navarro Discount Pharmacies No. 21, LLC (for assets / pharmacies acquired by CVS)
6649. Navarro Discount Pharmacies No. 16, Inc. (for assets / pharmacies acquired by CVS)	6663. Navarro Discount Pharmacies No. 22, Inc. (for assets / pharmacies acquired by CVS)

6664. Navarro Discount Pharmacies No. 22, LLC (for assets / pharmacies acquired by CVS)	6678. Navarro Discount Pharmacies No. 29, LLC (for assets / pharmacies acquired by CVS)
6665. Navarro Discount Pharmacies No. 23, Inc. (for assets / pharmacies acquired by CVS)	6679. Navarro Discount Pharmacies No. 3, Inc. (for assets / pharmacies acquired by CVS)
6666. Navarro Discount Pharmacies No. 23, LLC (for assets / pharmacies acquired by CVS)	6680. Navarro Discount Pharmacies No. 3, LLC (for assets / pharmacies acquired by CVS)
6667. Navarro Discount Pharmacies No. 24, Inc. (for assets / pharmacies acquired by CVS)	6681. Navarro Discount Pharmacies No. 30, Inc. (for assets / pharmacies acquired by CVS)
6668. Navarro Discount Pharmacies No. 24, LLC (for assets / pharmacies acquired by CVS)	6682. Navarro Discount Pharmacies No. 30, LLC (for assets / pharmacies acquired by CVS)
6669. Navarro Discount Pharmacies No. 25, Inc. (for assets / pharmacies acquired by CVS)	6683. Navarro Discount Pharmacies No. 31, Inc. (for assets / pharmacies acquired by CVS)
6670. Navarro Discount Pharmacies No. 25, LLC (for assets / pharmacies acquired by CVS)	6684. Navarro Discount Pharmacies No. 31, LLC (for assets / pharmacies acquired by CVS)
6671. Navarro Discount Pharmacies No. 26, Inc. (for assets / pharmacies acquired by CVS)	6685. Navarro Discount Pharmacies No. 32, Inc. (for assets / pharmacies acquired by CVS)
6672. Navarro Discount Pharmacies No. 26, LLC (for assets / pharmacies acquired by CVS)	6686. Navarro Discount Pharmacies No. 32, LLC (for assets / pharmacies acquired by CVS)
6673. Navarro Discount Pharmacies No. 27, Inc. (for assets / pharmacies acquired by CVS)	6687. Navarro Discount Pharmacies No. 33, Inc. (for assets / pharmacies acquired by CVS)
6674. Navarro Discount Pharmacies No. 27, LLC (for assets / pharmacies acquired by CVS)	6688. Navarro Discount Pharmacies No. 33, LLC (for assets / pharmacies acquired by CVS)
6675. Navarro Discount Pharmacies No. 28, Inc. (for assets / pharmacies acquired by CVS)	6689. Navarro Discount Pharmacies No. 34, Inc. (for assets / pharmacies acquired by CVS)
6676. Navarro Discount Pharmacies No. 28, LLC (for assets / pharmacies acquired by CVS)	6690. Navarro Discount Pharmacies No. 34, LLC (for assets / pharmacies acquired by CVS)
6677. Navarro Discount Pharmacies No. 29, Inc. (for assets / pharmacies acquired by CVS)	6691. Navarro Discount Pharmacies No. 35, Inc. (for assets / pharmacies acquired by CVS)

6692. Navarro Discount Pharmacies No. 35, LLC (for assets / pharmacies acquired by CVS)	6706. Navarro Discount Pharmacies No. 7, LLC (for assets / pharmacies acquired by CVS)
6693. Navarro Discount Pharmacies No. 36, Inc. (for assets / pharmacies acquired by CVS)	6707. Navarro Discount Pharmacies No. 8, Inc. (for assets / pharmacies acquired by CVS)
6694. Navarro Discount Pharmacies No. 36, LLC (for assets / pharmacies acquired by CVS)	6708. Navarro Discount Pharmacies No. 8, LLC (for assets / pharmacies acquired by CVS)
6695. Navarro Discount Pharmacies No. 37, Inc. (for assets / pharmacies acquired by CVS)	6709. Navarro Discount Pharmacies No. 9, Inc. (for assets / pharmacies acquired by CVS)
6696. Navarro Discount Pharmacies No. 37, LLC (for assets / pharmacies acquired by CVS)	6710. Navarro Discount Pharmacies No. 9, LLC (for assets / pharmacies acquired by CVS)
6697. Navarro Discount Pharmacies No. 38, Inc. (for assets / pharmacies acquired by CVS)	6711. Navarro Discount Pharmacies, Inc. (for assets / pharmacies acquired by CVS)
6698. Navarro Discount Pharmacies No. 38, LLC (for assets / pharmacies acquired by CVS)	6712. Navarro Discount Pharmacies, LLC (for assets / pharmacies acquired by CVS)
6699. Navarro Discount Pharmacies No. 4, Inc. (for assets / pharmacies acquired by CVS)	6713. NCS Healthcare of Illinois, LLC
6700. Navarro Discount Pharmacies No. 4, LLC (for assets / pharmacies acquired by CVS)	6714. NCS Healthcare of Indiana LLC
6701. Navarro Discount Pharmacies No. 5, Inc. (for assets / pharmacies acquired by CVS)	6715. NCS Healthcare of Indiana, Inc.
6702. Navarro Discount Pharmacies No. 5, LLC (for assets / pharmacies acquired by CVS)	6716. NCS Healthcare of Iowa, LLC
6703. Navarro Discount Pharmacies No. 6, Inc. (for assets / pharmacies acquired by CVS)	6717. NCS Healthcare of Kansas, LLC
6704. Navarro Discount Pharmacies No. 6, LLC (for assets / pharmacies acquired by CVS)	6718. NCS Healthcare of Kentucky, Inc.
6705. Navarro Discount Pharmacies No. 7, Inc. (for assets / pharmacies acquired by CVS)	6719. NCS Healthcare of Kentucky, LLC
	6720. NCS Healthcare of Montana, Inc.
	6721. NCS Healthcare of Montana, LLC
	6722. NCS Healthcare of New Hampshire, Inc.
	6723. NCS Healthcare of New Mexico, Inc.
	6724. NCS Healthcare of New Mexico, LLC
	6725. NCS Healthcare of Ohio, LLC
	6726. NCS Healthcare of South Carolina, Inc.
	6727. NCS Healthcare of South Carolina, LLC
	6728. NCS Healthcare of Tennessee, Inc.
	6729. NCS Healthcare of Tennessee, LLC

6730. NCS Healthcare of Washington, Inc.
6731. NCS Healthcare of Wisconsin, LLC
6732. NCS Healthcare, LLC
6733. NCS Services, Inc.
6734. NCSC Acquisition Sub, LLC
6735. NCSH Acquisition Sub, LLC
6736. Nebraska CVS Pharmacy, L.L.C.
6737. NEC Long Beach CVS, L.L.C.
6738. NEC Main CVS, Inc.
6739. NEC Montgomery CVS, L.L.C.
6740. NEC Washington CVS, L.L.C.
6741. Neck Burlington CVS, Inc.
6742. Needham Center CVS, Inc.
6743. Needham CVS, Inc.
6744. Needham St.-Newton CVS, Inc.
6745. NeighborCare Holdings, Inc.
6746. NeighborCare of Indiana, LLC
6747. NeighborCare of New Hampshire, L.L.C.
6748. NeighborCare of Virginia, LLC
6749. NeighborCare Pharmacies, LLC
6750. NeighborCare Pharmacy of Virginia, LLC
6751. NeighborCare Pharmacy Services, Inc.
6752. NeighborCare Pharmacy Services, LLC
6753. NeighborCare Repackaging, Inc.
6754. NeighborCare Services Corporation
6755. NeighborCare, Inc.
6756. NeighborCare-TCI, LLC
6757. Nelson Lake Charles CVS, Inc.
6758. Neshaminy PA CVS, Inc.
6759. Nevada CVS Pharmacy, L.L.C.
6760. Nevada Street CVS, Inc.
6761. New Albany CVS, Inc.
6762. New Britain CVS, Inc.
6763. New Britain Township CVS, Inc.
6764. New Brunswick CVS, Inc.
6765. New Canaan CVS, Inc.
6766. New City CVS, L.L.C.
6767. New Garden CVS, Inc.
6768. New Haven Crown CVS, Inc.
6769. New Haven Melbourne CVS, L.L.C.
6770. New Hope MN CVS, L.L.C.
6771. New Hope Street CVS, Inc.
6772. New Jersey Avenue CVS, L.L.C.
6773. NEW JERSEY CARESIDE PHYSICIAN GROUP PROFESSIONAL L.L.C.
6774. New Jersey CVS Pharmacy, L.L.C.
6775. New Lenox CVS, L.L.C.
6776. New London Ocean Avenue CVS, Inc.
6777. New London Retailer, Inc.
6778. New London Turnpike CVS, Inc.
6779. New Orleans LA CVS, Inc.
6780. New Port Richey CVS, L.L.C.
6781. New Providence CVS, Inc.
6782. NEW REMEDY CORP.
6783. New Windsor CVS, Inc.
6784. New York Careside Physician Medicine Group P.L.L.C.
6785. New York CVS Pharmacy, L.L.C.
6786. New York First Avenue CVS, Inc.
6787. New York Life and Health Insurance Company
6788. New York Life/Sanus Health Plan, Inc.
6789. New York Physician Telemedicine PLLC
6790. NEW YORNYHT ACQUISITION, INC.
6791. Newark Delaware CVS, Inc.
6792. Newark East Main CVS, Inc.
6793. Newark Ohio CVS, Inc.
6794. Newark ProCare Pharmacy, Inc.
6795. Newbury Street CVS, Inc.
6796. Newburyport CVS, Inc.
6797. Newington Avenue CVS, Inc.
6798. Newington Cedar CVS, Inc.
6799. Newington CVS, Inc.
6800. Newman Ave. CVS, Inc.
6801. Newnan CVS, Inc.

6802. Newnan Fayetteville CVS, Inc.	6844. North Miami ProCare Pharmacy, Inc.
6803. Newport CVS, Inc.	6845. North Naples CVS, L.L.C.
6804. Newton Center St. CVS, Inc.	6846. North New Rochelle CVS, L.L.C.
6805. Newton Watertown CVS, Inc.	6847. North Olmstead OH CVS, Inc.
6806. Newtonville CVS, Inc.	6848. North Reading CVS, Inc.
6807. Newtown CVS, Inc.	6849. North Shore Pharmacy Services LLC
6808. NH Acquisition Sub, LLC	6850. North Syracuse CVS Store, Inc.
6809. Niagara Re, Inc.	6851. North Towne Sq. CVS, Inc.
6810. Nicollet Richfield CVS, L.L.C.	6852. Northampton (Mass.) CVS, Inc.
6811. Nihan & Martin LLC	6853. Northampton Main Street CVS, Inc.
6812. Niles Clinton Stores, Inc.	6854. Northborough CVS, Inc.
6813. Niles CVS, Inc.	6855. Northbrook IL CVS, L.L.C.
6814. Niles CVS, L.L.C.	6856. Northeast Philadelphia CVS, Inc.
6815. Niles IL CVS, L.L.C.	6857. Northern Jackson Heights CVS, L.L.C.
6816. Niskayuna CVS Store, Inc.	6858. Northlake Palm Beach CVS, L.L.C.
6817. NIV ACQUISITION LLC	6859. Northland CVS, Inc.
6818. NIV Acquisition, LLC	6860. Northridge Nordhoff CVS, Inc.
6819. No. Dartmouth State Rd. CVS, Inc.	6861. Northville Sheldon CVS, L.L.C.
6820. Noah HoldCo I, Inc.	6862. Northville Township CVS, Inc.
6821. Noah HoldCo II, Inc.	6863. Northwest Highway CVS, L.L.C.
6822. Noah Merger Sub, Inc.	6864. Northwest K Street CVS, Inc.
6823. Nockamixon CVS, Inc.	6865. Northwest M Street CVS, L.L.C.
6824. Norfolk CVS, Inc.	6866. Norton CVS, Inc.
6825. Norristown CVS, Inc.	6867. Norton Mansfield St. CVS, Inc.
6826. North 53, LLC	6868. Norton Primary (Americas) Limited
6827. North 53, TAOH Limited	6869. Norwalk Broad Street CVS, Inc.
6828. North Adams CVS, Inc.	6870. Norwalk Square CVS, Inc.
6829. North American Health Plan, Inc.	6871. Norwich Main Street CVS, Inc.
6830. North Andover CVS, Inc.	6872. Norwood Avenue CVS, L.L.C.
6831. North Attleboro CVS, Inc.	6873. Norwood CVS, Inc.
6832. North Aurora CVS, L.L.C.	6874. Nostrand Brooklyn CVS, L.L.C.
6833. North Boston Pharmacy, Inc.	6875. Nostrand CVS, L.L.C.
6834. North Brunswick CVS, L.L.C.	6876. Notre Dame CVS, Inc.
6835. North Carolina Acquisition Corp.	6877. Nottingham PA CVS, Inc.
6836. North Carolina CVS Pharmacy, L.L.C.	6878. NOVA MSO 2024, LLC
6837. North Charleston SC CVS, Inc.	6879. NOVA MSO 2025, LLC
6838. North Fort Myers CVS, L.L.C.	6880. Nova Physician Group PLLC
6839. North Grace Lombard CVS, L.L.C.	6881. Novo Innovations, LLC
6840. North Haven CVS, Inc.	6882. NovoLogix, Inc.
6841. North Kent CVS, Inc.	6883. NovoLogix, LLC
6842. North Las Vegas CVS, L.L.C.	
6843. North Lindenhurst CVS, Inc.	

6884. NS Acquisition Sub, LLC	6916. Oak Ridge Orlando CVS, L.L.C.
6885. NSPS Acquisition Sub, LLC	6917. Oak Street Health, Inc.
6886. Nutmeg CVS, L.L.C.	6918. Oak Street Health IPA NY, LLC
6887. Nutmeg Life Insurance Company	6919. Oak Street Health, LLC
6888. NWC 63rd Chicago CVS, L.L.C.	6920. Oak Street Health Medicare Partners LLC
6889. NWC 80th Minneapolis CVS, L.L.C.	6921. Oak Street Health MSO, LLC
6890. NWC CVS, Inc	6922. Oak Street Health of Georgia, P.C.
6891. NWC Frank Lloyd Wright CVS, L.L.C.	6923. Oak Street Health of New York Medical Group, P.C.
6892. NWC Northdale CVS, L.L.C.	6924. Oak Street Health of Texas PLLC
6893. NWC Rte. 59 CVS, L.L.C.	6925. Oak Street Health Physician Group of Delaware LLC
6894. NY Lexington CVS, L.L.C.	6926. Oak Street Health Physicians Group of Alabama LLC
6895. NY Physicians Medical Care PLLC	6927. Oak Street Health Physicians Group of Arizona PLLC
6896. Nyack CVS, L.L.C.	6928. Oak Street Health Physicians Group of Arkansas PLLC
6897. NYLCare Dental Plans of the Southwest, Inc.	6929. Oak Street Health Physicians Group of Colorado PLLC
6898. NYLCare Health Plans Northwest, Inc.	6930. Oak Street Health Physicians Group of Iowa LLC
6899. NYLCare Health Plans of Connecticut, Inc.	6931. Oak Street Health Physicians Group of Kansas LLC
6900. NYLCare Health Plans of Maine, Inc.	6932. Oak Street Health Physicians Group of Kentucky PLLC
6901. NYLCare Health Plans of New Jersey, Inc.	6933. Oak Street Health Physicians Group of Louisiana LLC
6902. NYLCare Health Plans of New York, Inc.	6934. Oak Street Health Physicians Group of Mississippi LLC
6903. NYLCare Health Plans of Pennsylvania, Inc.	6935. Oak Street Health Physicians Group of Missouri LLC
6904. NYLCare Health Plans of the Mid-Atlantic, Inc.	6936. Oak Street Health Physicians Group of New Mexico LLC
6905. NYLCare Health Plans of the Midwest, Inc.	6937. Oak Street Health Physicians Group of Oklahoma LLC
6906. NYLCare Health Plans, Inc.	6938. OAK STREET HEALTH PHYSICIANS GROUP OF SOUTH CAROLINA LLC
6907. NYLCare Health Plans, LLC	6939. Oak Street Health Physicians Group of Tennessee PLLC
6908. NYLCare of New England, Inc.	
6909. NYLCare of Texas, Inc.	
6910. NYLCare Plus, Inc.	
6911. NYLCare Preferred Services, Inc.	
6912. Oak Lane CVS, Inc.	
6913. Oak Park CVS, L.L.C.	
6914. Oak Ridge CVS, L.L.C.	
6915. Oak Ridge NC CVS, Inc.	

6940. Oak Street Health Physicians Group of Virginia PLLC	6978. Olean Center CVS Store, Inc.
6941. Oak Street Health Physicians Group, P.C.	6979. Olean Clinton Stores, Inc.
6942. Oaklawn Ave., Cranston CVS, Inc.	6980. Olive Glendale CVS, L.L.C.
6943. Oaklyn CVS, Inc.	6981. Olympia Fields CVS, L.L.C.
6944. Oakton Niles CVS, L.L.C.	6982. Olympia Way CVS, L.L.C.
6945. OAKWELL ILLINOIS PHYSICIANS, PLLC	6983. Omaha Financial Life Insurance Company
6946. OakWell, LLC	6984. Omnicare Air Transport Services, Inc.
6947. OAKWELL TEXAS PHYSICIANS, PLLC	6985. Omnicare Canadian Holdings, Inc.
6948. Oakwood CVS, Inc.	6986. Omnicare Distribution Center LLC
6949. Ocala CVS, L.L.C.	6987. Omnicare ESC LLC
6950. Ocean Acquisition Sub, L.L.C.	6988. Omnicare Foundation
6951. Ocean City MD CVS, L.L.C.	6989. Omnicare Headquarters LLC
6952. Ocean County CVS, Inc.	6990. OmniCare Health Plan, Inc.
6953. Ocean View Plaza CVS, Inc.	6991. Omnicare Holding Company
6954. Ocoee FL CVS, L.L.C.	6992. Omnicare Indiana Partnership Holding Company LLC
6955. OCR Services Corporation	6993. Omnicare Management Company
6956. OCR Services, LLC	6994. Omnicare of Nevada, LLC
6957. OCR-RA Acquisition, LLC	6995. OMNICARE OF NEVADA LLC
6958. Odd Lot Parent Corporation	6996. Omnicare of New York, LLC
6959. Odd Lot Trading, Inc.	6997. Omnicare Pharmacies of Pennsylvania East LLC
6960. Oger Park CVS, L.L.C.	6998. Omnicare Pharmacies of Pennsylvania West LLC
6961. Ohio CVS Pharmacy, L.L.C.	6999. Omnicare Pharmacies of The Great Plains Holding Company
6962. Ohio CVS Stores, L.L.C.	7000. Omnicare Pharmacies of the Great Plains Holding Company, LLC
6963. Ohio Primary Care Associates, P.C.	7001. Omnicare Pharmacy and Supply Services LLC
6964. Oklahoma CVS Pharmacy, L.L.C.	7002. Omnicare Pharmacy of Florida, LLC
6965. Olathe 119th CVS, Inc.	7003. Omnicare Pharmacy of Florida, LP
6966. Olathe Ridgeview CVS, Inc.	7004. Omnicare Pharmacy of Maine LLC
6967. Old Buncombe Road CVS, Inc.	7005. Omnicare Pharmacy of Nebraska, LLC
6968. Old Country CVS, Inc.	7006. OMNICARE PHARMACY OF NEBRASKA LLC
6969. Old Cutler Miami CVS, L.L.C.	7007. Omnicare Pharmacy of North Carolina, LLC
6970. Old Greenwich CVS, Inc.	
6971. Old Hickory CVS, Inc.	
6972. Old Maple CVS, Inc.	
6973. Old National CVS, Inc.	
6974. Old Richmond Sugar Land CVS, L.P.	
6975. Old Saybrook CVS, Inc.	
6976. Old Tappan CVS, Inc.	
6977. Old Winter Orlando CVS, L.L.C.	

7008. Omnicare Pharmacy of Pueblo, LLC	7044. OSH Management Holdings, LLC
7009. Omnicare Pharmacy of Tennessee, LLC	7045. OSH-ESC Joint Venture, LLC
7010. Omnicare Pharmacy of Texas 1, LP	7046. OSH-IL Physicians Group, LLC
7011. Omnicare Pharmacy of Texas 2, LP	7047. OSH-IN PHYSICIANS GROUP, PC
7012. Omnicare Pharmacy of the Midwest, LLC	7048. OSH-MD PHYSICIAN GROUP P.C.
7013. Omnicare Property Management, LLC	7049. OSH-MI Physicians Group, PC
7014. Omnicare Purchasing Company General Partner, Inc.	7050. OSH-NJ LODS LLC
7015. Omnicare Purchasing Company Limited Partner, Inc.	7051. OSH-NJ PHYSICIANS GROUP, PC
7016. Omnicare Purchasing Company LP	7052. OSH-OH PHYSICIANS GROUP, LLC
7017. Omnicare Resources, LLC	7053. OSH-PA Physicians Group, PC
7018. Omnicare SCG, INC.	7054. OSH-PCJ Joliet, LLC
7019. Omnicare Senior Health Outcomes, LLC	7055. OSH-RI Physicians Group, P.C.
7020. Omnicare, Inc.	7056. OSH-RI, LLC
7021. Omnicare, LLC	7057. OSH-VA Physicians Group, PLLC
7022. One Liberty Plaza Holdings, Inc.	7058. Owings Mills CVS, Inc.
7023. Oneonta Clinton Stores, Inc.	7059. Oxford Casselberry CVS, L.L.C.
7024. Onondaga County CVS, Inc.	7060. Oxford CVS, Inc.
7025. Ontario CVS, Inc.	7061. Oxford Valley CVS, Inc.
7026. OPGP Acquisition Sub, LLC	7062. Oxford Valley, PA Bob's, Inc.
7027. OPM Acquisition Sub, LLC	7063. Oyster Bay Kay-Bee Toy, Inc.
7028. OPSS Acquisition Sub, LLC	7064. P Street CVS, Inc.
7029. Orange Blossom CVS, Inc.	7065. PA CVS, Inc.
7030. Orange Central CVS, Inc.	7066. Pace of Southwest Chicago, LLC
7031. Orange City CVS, L.L.C.	7067. Pacific Coast Lomita CVS, L.L.C.
7032. Orange Coast CVS, Inc.	7068. Pacific Long Beach CVS, L.P.
7033. Orange CVS, Inc.	7069. PacifiCare of Utah, Inc.
7034. Orange Winter Park CVS, L.L.C.	7070. Palm Ave CVS, L.L.C.
7035. Orange-Derby CVS, Inc.	7071. Palm Beach CVS, Inc.
7036. Orangethorpe CVS, L.L.C.	7072. Palm Beach Gardens CVS, L.L.C.
7037. Oregon Avenue CVS, Inc.	7073. Palm Beach Military CVS, L.L.C.
7038. Oregon CVS Pharmacy, L.L.C.	7074. Palm Harbor CVS, Inc.
7039. Orland Hills CVS, L.L.C.	7075. Palmdale Rancho CVS, L.L.C.
7040. Orland Park CVS, L.L.C.	7076. Palmer Thorndike CVS, Inc.
7041. Orleans CVS, Inc.	7077. Palos Heights CVS, L.L.C.
7042. Orleans West Rd. CVS, Inc.	7078. Pamplona Saúde e Beleza LTDA
7043. Ormond Beach CVS, L.L.C.	7079. Panorama City CVS, L.P.
	7080. Panorama CVS Store, Inc.
	7081. Panorama CVS, Inc.
	7082. Paoli, PA., CVS, Inc.

7083. Paramus Park CVS, Inc.	7118. PatientBlox, Inc.
7084. Parekh MinuteClinic of Nevada, P.C.	7119. Patriot Square CVS, Inc.
7085. Paris CVS, Inc.	7120. Paulsboro CVS, Inc.
7086. Park Avenue South CVS, Inc.	7121. Pavilion Boulevard CVS, Inc.
7087. Park Boulevard CVS, Inc.	7122. Pawtucket CVS, Inc.
7088. Park Charlotte CVS, Inc.	7123. Pawtucket Plaza CVS, Inc.
7089. Park City CVS, Inc.	7124. Pawtucket Retailer, Inc.
7090. Park City Retailer, Inc.	7125. Paxton Square CVS, Inc.
7091. Park Los Rios Plano CVS, L.L.C.	7126. PayFlex Holdings, Inc.
7092. Park Place CVS, Inc.	7127. PayFlex Systems USA, Inc.
7093. Park Plaza CVS, Inc.	7128. PCS Mail Services of Birmingham, Inc.
7094. Park Street CVS, Inc.	7129. PE Holdings, LLC
7095. Parker Plano CVS, L.P.	7130. Peabody Lowell CVS, Inc.
7096. Parker Street CVS, Inc.	7131. Peabody Lynnfield CVS, Inc.
7097. Parkersburg CVS, Inc.	7132. Peachtree CVS, Inc.
7098. Parkhill CVS, Inc.	7133. Pearland CVS, L.P.
7099. Parkwin Bald CVS, L.L.C.	7134. Pecos Gilbert CVS, L.L.C.
7100. Parkwood Circle CVS, Inc.	7135. Pelham Manor CVS, Inc.
7101. Parmer Dessau CVS, L.L.C.	7136. Pembroke Center St. CVS, Inc.
7102. Parsonage CVS, Inc.	7137. Pembroke Pines CVS, Inc.
7103. Part D Holding Company, L.L.C.	7138. Penn - Daw CVS, Inc.
7104. Part D Management Services, LLC	7139. Penn - Daw Peoples, Inc.
7105. PARTNERS Health Plan of California	7140. Penn Group Health Plan, Inc.
7106. PARTNERS Health Plan of Florida, Inc.	7141. Penn-Can CVS Store, Inc.
7107. PARTNERS Health Plan of Louisiana, Inc.	7142. Pennsauken CVS, Inc.
7108. PARTNERS Health Plan of Northern Ohio, Inc.	7143. Pennsburg CVS, Inc.
7109. PARTNERS Health Plan of Southern California	7144. Pennsylvania Ave. CVS, Inc.
7110. PARTNERS Health Plan of Southern New England, Inc.	7145. Pennsylvania Ave. Peoples, Inc.
7111. PARTNERS Joint Acquisition Company, Inc.	7146. Pennsylvania Avenue CVS, Inc.
7112. Pasadena CVS, Inc.	7147. Pennsylvania Avenue ProCare, Inc.
7113. Pasadena CVS, L.P.	7148. Pennsylvania Binghamton CVS, L.L.C.
7114. Pasadena Foothill CVS, L.L.C.	7149. Pennsylvania Careside Physician Group P.L.L.C.
7115. Passyunk Ave. (Phila.) CVS, Inc.	7150. Pennsylvania CVS Pharmacy, L.L.C.
7116. Pataskala CVS, L.L.C.	7151. Pennsylvania Life Insurance Company
7117. Paterson CVS, Inc.	7152. Pennsylvania Life, Health & Accident Insurance Company
	7153. Pennsylvania-HealthCare USA, Inc.
	7154. Peoples Drug Stores

7155. Peoples Drug Stores, Inc.
7156. Peoples Drug Stores, Incorporated
7157. Peoples of East Moline, Inc.
7158. Peoples Prescription Center, Inc.,
7159. Peoples Service Drug
7160. Peoples Service Drug Stores
7161. Peoples Service Drug Stores, Inc.
7162. Peoria AZ CVS, L.L.C.
7163. Peppertree Plaza CVS, Inc.
7164. Pequannock CVS, Inc.
7165. Performax, Inc.
7166. Perry Hall CVS, L.L.C.
7167. Perry Highway CVS, Inc.
7168. Pershing Drive CVS, Inc.
7169. PersonalCare Insurance of Illinois, Inc.
7170. Pfafftown CVS, Inc.
7171. Pharm Plus Acquisition, Inc.
7172. PharmaCare Captive RE, Ltd.
7173. PharmaCare Direct, L.L.C.
7174. PharmaCare Government Services, Inc.
7175. PharmaCare Healthcare Distributors, L.L.C.
7176. PharmaCare Holding Corporation
7177. Pharmacare Management Services, L.L.C.
7178. PharmaCare Pharmacy LA, L.L.C.
7179. PharmaCare Pharmacy, Inc.
7180. PharmaCare Pharmacy, L.L.C.
7181. PharmaCare Puerto Rico Specialty Pharmacy Holding, L.L.C.
7182. PharmaCare Puerto Rico Specialty Pharmacy, L.L.C.
7183. PharmaCare Specialty Healthcare Distributors, L.L.C.
7184. PharmaCare Support Services, L.L.C.
7185. PharmaCon Corp.
7186. Pharmacy Advisory Company
7187. Pharmacy Associates of Glens Falls, Inc.
7188. Pharmacy Associates of Glens Falls, LLC
7189. Pharmacy Consultants, LLC
7190. Pharmacy Holding #1, LLC
7191. Pharmacy Holding #2, LLC
7192. Pharmasource Healthcare, Inc.
7193. Pharm-Corp of Maine LLC
7194. Pharmed Holdings, Inc.
7195. Pharmed Holdings, LLC
7196. Pharmore Drugs, LLC
7197. Pharmore, Inc.
7198. Pharmore, LLC
7199. Pheasant Nashua CVS, Inc.
7200. PHG Aces Acquisition, LLC
7201. PHG Acquisition Corp.
7202. PHG Mystery Acquisition, LLC
7203. Phila Sun CVS, Inc.
7204. Philadelphia Broad CVS, Inc.
7205. Philadelphia Foxchase CVS, Inc.
7206. Philadelphia Frankford CVS, Inc.
7207. Philadelphia Gallery CVS, Inc.
7208. Philadelphia Harbison CVS, Inc.
7209. Philadelphia PA CVS, Inc.
7210. Philadelphia ProCare, Inc.
7211. Philadelphia Roosevelt CVS, Inc.
7212. Philadelphia South Street CVS, Inc.
7213. Philadelphia, PA Bob's, Inc.
7214. Phillips CVS, Inc.
7215. Phillipsburg CVS, Inc.
7216. Philly Broad Street CVS, Inc.
7217. Phoenix Data Center Hosting Services LLC
7218. Phoenix Data Solutions LLC
7219. Phoenix Glendale CVS, L.L.C.
7220. Phoenixville PA CVS, Inc.
7221. PHPSNE Parent Corporation
7222. Physician Choice Health Plan
7223. Physicians Health Plan of Delaware, LTD.
7224. Physicians Health Plan of Florida, Inc.
7225. Physicians Hospital Management Corporation

- 7226. Pico Rivera CVS, Inc.
- 7227. Pigeon Forge TN CVS, Inc.
- 7228. Pinal County AZ CVS, L.L.C.
- 7229. Pine Ocala CVS, L.L.C.
- 7230. Pinecrest CVS, Inc.
- 7231. Pinellas Park CVS, Inc.
- 7232. Pinnacle Peak Peoria CVS, L.L.C.
- 7233. Pio Nono Avenue CVS, Inc.
- 7234. Pioneer Parkway CVS, L.P.
- 7235. Piper Glen CVS, Inc.
- 7236. Pittsburgh Fifth Avenue CVS, Inc.
- 7237. Pittsfield CVS, Inc.
- 7238. Pittsfield Retailer, Inc.
- 7239. Pittston CVS, Inc.
- 7240. Placentia CVS, Inc.
- 7241. Plain CVS, Inc.
- 7242. Plainfield CVS, Inc.
- 7243. Plainfield Distribution Center, Inc.
- 7244. Plainfield IL CVS, L.L.C.
- 7245. Plainfield-Seventh St. CVS, Inc.
- 7246. Plainview TX CVS, L.L.C.
- 7247. Plainville East CVS, Inc.
- 7248. Plano CVS, L.P.
- 7249. Plantation CVS, L.L.C.
- 7250. Plantation Street PharmaCare Pharmacy, Inc.
- 7251. Plaza Boulevard CVS, Inc.
- 7252. Plaza Retailer, Inc.
- 7253. Pleasant Fall River CVS, Inc.
- 7254. Pleasant Ridge CVS, L.P.
- 7255. Pleasant Street CVS, Inc.
- 7256. Pleasantville CVS, L.L.C.
- 7257. Plumstead CVS, Inc.
- 7258. Plymouth CVS, Inc.
- 7259. Plymouth Meeting CVS, Inc.
- 7260. Plymouth MN CVS, L.L.C.
- 7261. Plymouth Route 44 CVS, Inc.
- 7262. PMRP Acquisition Company, LLC
- 7263. Poinciana FL CVS, L.L.C.
- 7264. Port Chester CVS, L.L.C.
- 7265. Port Huron Clinton Discount Stores, Inc.
- 7266. Port Huron CVS, Inc.
- 7267. Port Orange Realty Services, L.L.C.
- 7268. Port Richmond CVS, Inc.
- 7269. Port Washington CVS, Inc.
- 7270. Portage CVS, Inc.
- 7271. Porter Square CVS, Inc.
- 7272. Porters Pass CVS, Inc.
- 7273. Portsmouth CVS, Inc.
- 7274. Post Office Square CVS, Inc.
- 7275. Pottstown High Street CVS, Inc.
- 7276. Poughkeepsie CVS, L.L.C.
- 7277. Powell OH CVS, Inc.
- 7278. PP Acquisition Company, LLC
- 7279. PPOM, L.L.C.
- 7280. Prairieville LA CVS, Inc.
- 7281. Precision Benefit Services, Inc.
- 7282. President-Quincy CVS, Inc.
- 7283. Preston Beltline CVS, L.P.
- 7284. Preston Center CVS, L.P.
- 7285. Preston Plano CVS, L.P.
- 7286. Primary Care PLLC
- 7287. Primary Healthcare Asia Limited
- 7288. Primary Holdings, Inc.
- 7289. Primary Investments, Inc
- 7290. Prime Net, Inc.
- 7291. Prince George's Health Services Foundation Plan, Inc.
- 7292. Princeton NJ CVS, L.L.C.
- 7293. Principal Health Care of Delaware, Inc.
- 7294. Principal Health Care of Georgia, Inc.
- 7295. Principal Health Care of Iowa, Inc.
- 7296. Principal Health Care of Kansas City, Inc
- 7297. Principal Health Care of Louisiana, Inc.
- 7298. Principal Health Care of Nebraska, Inc.
- 7299. Principal Health Care of Pennsylvania, Inc.
- 7300. Principium Health, LLC
- 7301. PRN Pharmaceutical Services, LP
- 7302. ProCare 3159 General, Inc.

7303. ProCare 4268 Yankee, L.L.C.	7332. ProCare Pharmacy of Kansas City, Inc.
7304. ProCare 8th Manhattan, L.L.C.	7333. ProCare Pharmacy of Portland, L.L.C.
7305. ProCare 9th Avenue, L.L.C.	7334. ProCare Pharmacy of San Antonio, Inc.
7306. ProCare Ave. Pharmacy, L.L.C.	7335. ProCare Pharmacy of San Diego, Inc.
7307. ProCare Boston Pharmacy, Inc.	7336. ProCare Pharmacy of San Francisco, Inc.
7308. ProCare DC Pharmacy, Inc.	7337. ProCare Pharmacy of Tampa, Inc.
7309. ProCare Manhattan Pharmacy, L.L.C.	7338. ProCare Pharmacy of West Hollywood, Inc.
7310. ProCare Meridian Miami, L.L.C.	7339. ProCare Pharmacy Orange Orlando, Inc.
7311. ProCare N.Y. Pharmacy, Inc.	7340. ProCare Pharmacy Palo Alto, Inc.
7312. ProCare Pharmacy 18th Street, Inc.	7341. ProCare Pharmacy Phoenix, L.L.C.
7313. ProCare Pharmacy A, L.L.C.	7342. ProCare Pharmacy Rancho Lane, L.L.C.
7314. ProCare Pharmacy Avenue 1st-483, L.L.C.	7343. ProCare Pharmacy Santa Monica, Inc.
7315. ProCare Pharmacy Direct, L.L.C.	7344. ProCare Pharmacy Sherman Oaks, Inc.
7316. ProCare Pharmacy Dryden, L.P.	7345. ProCare Pharmacy South Orange, Inc.
7317. ProCare Pharmacy East Colonial, Inc.	7346. ProCare Pharmacy Spruce Street, Inc.
7318. ProCare Pharmacy Fairfax, Inc.	7347. ProCare Pharmacy West Columbia, Inc.
7319. ProCare Pharmacy Garden Grove, Inc.	7348. ProCare Pharmacy West Copeland, Inc.
7320. ProCare Pharmacy Glendale Boulevard, Inc.	7349. ProCare Pharmacy, L.L.C.
7321. ProCare Pharmacy Limited of Illinois, Inc.	7350. Proctorville CVS, Inc.
7322. ProCare Pharmacy Miami 54, Inc.	7351. Prodigy Health Group Holdings, Inc.
7323. ProCare Pharmacy Monument Street, L.L.C.	7352. Prodigy Health Group, Inc.
7324. ProCare Pharmacy North Orange, Inc.	7353. Professional Pharmacy Services, Inc.
7325. ProCare Pharmacy of Berkeley, Inc.	7354. Professional Risk Management, Inc.
7326. ProCare Pharmacy of Broad Street, Inc.	7355. Prospect CVS, Inc.
7327. ProCare Pharmacy of Brookline Avenue, Inc.	7356. Prospect Park CVS, Inc.
7328. ProCare Pharmacy of Casselberry, Inc.	7357. Providence Charlotte CVS, Inc.
7329. ProCare Pharmacy of Chicago, L.L.C.	7358. Providence Place CVS, Inc.
7330. ProCare Pharmacy of East Morehead, Inc.	
7331. ProCare Pharmacy of Glendale, Inc.	

7359. Providence Road CVS, Inc.	7395. Quincy Shore Drive CVS, Inc.
7360. Providence Street CVS, Inc.	7396. R Parks CVS, Inc.
7361. Providence Thayer Street CVS, Inc.	7397. Race Street CVS, Inc.
7362. Providence-Wayland CVS, Inc.	7398. Race Track Tampa CVS, L.L.C.
7363. Provider Networks of America, Inc.	7399. Raceway CVS, Inc.
7364. Prudential Center for Health Care Research Foundation, Inc.	7400. Raleigh CVS, Inc.
7365. Prudential Dental Maintenance Organization, Inc.	7401. Raleigh Millbrook CVS, Inc.
7366. Prudential Health Care Plan of California, Inc.	7402. Ralphs Circle CVS, Inc.
7367. Prudential Health Care Plan of Connecticut, Inc.	7403. Ralph's Corner CVS, Inc.
7368. Prudential Health Care Plan of New York, Inc.	7404. Ramona Blvd CVS, L.L.C.
7369. Prudential Health Care Plan, Inc.	7405. Rancho Niguel CVS, Inc.
7370. Prudential Health Plan of Georgia, Inc.	7406. Randallstown CVS, Inc.
7371. PSI Arkansas Acquisition, LLC	7407. Randolph CVS, Inc.
7372. PT Aetna Management Consulting	7408. Randolph Hills CVS, Inc.
7373. PT Asuransi Aetna Asia	7409. Ravenna CVS, Inc.
7374. PT Aetna Global Benefits Indonesia	7410. Ray McClintock CVS, L.L.C.
7375. PT. Aetna Global Benefits Indonesia	7411. Rayford Spring CVS, L.P.
7376. PT. Goodhealth Indonesia	7412. Raynham Broadway CVS, Inc.
7377. Puente Hills CVS, Inc.	7413. Raynham CVS, Inc.
7378. Puerto Rico CVS Pharmacy, L.L.C.	7414. Raynham Plaza CVS, Inc.
7379. Punta Gorda CVS, L.L.C.	7415. Rea & Derick, Inc.
7380. Putnam Pike CVS, Inc.	7416. Reading CVS, Inc.
7381. Quaker Bridge CVS, Inc.	7417. Reading, Penna., CVS, Inc.
7382. Quakertown CVS, Inc.	7418. Recker Mesa CVS, L.L.C.
7383. Quality Choice Health Plan	7419. Red Oak Houston CVS, L.P.
7384. Queen Anne Plaza CVS, Inc.	7420. Red Oak Lane CVS, Inc.
7385. Queen Anne Road CVS, L.L.C.	7421. Red Oak Sourcing, LLC
7386. Queen City AZ CVS, L.L.C.	7422. Redondo Beach CVS, Inc.
7387. Queen Creek CVS, L.L.C.	7423. Reed Street CVS, Inc.
7388. Queens Forest Hills CVS, L.L.C.	7424. Reedy Creek CVS, Inc.
7389. Queens Plaza CVS, Inc.	7425. Regency Park Port Richey CVS, L.L.C.
7390. Question Road CVS, Inc.	7426. Rehoboth Beach CVS, Inc.
7391. Quincy Adams CVS, Inc.	7427. Reidville Drive CVS, Inc.
7392. Quincy CVS, Inc.	7428. Remedy BPCI Partners, LLC
7393. Quincy Hancock CVS, Inc.	7429. Remedy Commercial Partners, LLC
7394. Quincy Parcel Holding Corp.	7430. REMEDY HOLDINGS, LLC
	7431. REMEDY PARTNERS, LLC
	7432. REMEDY SYSTEMS, LLC
	7433. Renaissance CVS, Inc.
	7434. Reseda Northridge CVS, L.P.
	7435. Resources for Living, LLC
	7436. Reston Plaza America CVS, Inc.

7437. Retail Acquisitions Today, L.L.C.	7474. Ringwood NJ CVS, L.L.C.
7438. Retrac, Inc.	7475. Rising Sun CVS, Inc.
7439. Revco D.S., Inc.	7476. Risinger Ft. Worth CVS, L.P.
7440. Revco Discount Drug Centers, Inc.	7477. River Edge CVS, Inc.
7441. Revco Discount Drug Centers, Inc. (MI)	7478. River Forest CVS, L.L.C.
7442. Revco Discount Drug Centers, Inc. (OH)	7479. River Road CVS, Inc.
7443. Revco Drug Stores, Inc.	7480. River View Marketplace CVS, Inc.
7444. Revco Golf Charities Foundation	7481. RIVERVIEW MEDICAL PRACTICE, PLLC
7445. Revco Home Health Care Centers, Inc.	7482. Riverdale IL CVS, L.L.C.
7446. Revco Mail Service Pharmacy, Inc.	7483. Riverside Arlington CVS, Inc.
7447. Revir CVS, L.L.C.	7484. Riverside Danville CVS, Inc.
7448. Reynoldsburg CVS, Inc.	7485. Riverton NJ CVS, L.L.C.
7449. Rhode Island CVS Pharmacy, L.L.C.	7486. Riverview FL CVS, L.L.C.
7450. Rhode Island Home Therapeutics, Inc.	7487. Riverwatch CVS, Inc.
7451. Rice Mine Tuscaloosa CVS, Inc.	7488. Robbinsdale MN CVS, L.L.C.
7452. Richards Investment Company	7489. Robbinsville CVS, Inc.
7453. Richardson CVS, L.P.	7490. Robert St. Paul CVS, L.L.C.
7454. Richboro Market CVS, Inc.	7491. Robious CVS, Inc.
7455. Richland Hills CVS, L.P.	7492. Rochelle Park CVS, L.L.C.
7456. Richmond CVS, Inc.	7493. Rochester Main St. CVS Store, Inc.
7457. Richmond Heights Acquisition Corp.	7494. Rochester N.H. CVS, Inc.
7458. Richmond Highway 6 CVS, L.P.	7495. Rockaway (N.J.) CVS, Inc.
7459. Richmond Highway CVS, Inc.	7496. Rockingham CVS, L.L.C.
7460. Richmond Houston CVS, L.P.	7497. Rockingham Park CVS, Inc.
7461. Richmond Kirby CVS, L.P.	7498. Rockland CVS, Inc.
7462. Richmond Montrose CVS, L.P.	7499. Rockledge FL CVS, L.L.C.
7463. Richmond Peoples, Inc.	7500. Rockville CVS, Inc.
7464. Richmond RI CVS, Inc.	7501. Rockville MD CVS, L.L.C.
7465. Richmond Sage CVS, L.P.	7502. Rockville Pike CVS, Inc.
7466. Richmond Woodman CVS, Inc.	7503. Rockville Pike Peoples, Inc.
7467. Richton Park IL CVS, L.L.C.	7504. Rocky Hill Cromwell CVS, Inc.
7468. Ridgefield CT CVS, Inc.	7505. Rocky Hill CVS, Inc.
7469. Ridgefield Grove CVS, Inc.	7506. Roeschen's Healthcare LLC
7470. Ridgeley CVS, Inc.	7507. Rolling Manassas CVS, Inc.
7471. Ridley Acres CVS, Inc.	7508. Rolling Meadows CVS, L.L.C.
7472. Ridley CVS, Inc.	7509. Roosevelt CVS, L.L.C.
7473. Ringgold GA CVS, Inc.	7510. Roosevelt Field CVS, Inc.
	7511. Roosevelt Plaza CVS, Inc.
	7512. Roper Mountain Road CVS, Inc.
	7513. Rosa Narg CVS, Inc.
	7514. Rosecrans Avenue CVS, Inc.
	7515. Rosecrans Hawthorne CVS, L.P.

- 7516. Rosedale NY CVS, L.L.C.
- 7517. Roselle IL CVS, L.L.C.
- 7518. Rosemont PA CVS, Inc.
- 7519. Rosenberg CVS, L.P.
- 7520. Roslindale CVS, Inc.
- 7521. Roslindale MA CVS, Inc.
- 7522. Roslyn CVS, L.L.C.
- 7523. Ross Haskell CVS, L.P.
- 7524. Ross Park CVS, Inc.
- 7525. Roswell CVS, Inc.
- 7526. Roswell Rivermont Station CVS, Inc.
- 7527. Round Lake CVS, L.L.C.
- 7528. Round Rock 79 CVS, L.L.C.
- 7529. Route 202 Whitpain CVS, Inc.
- 7530. Route 23 CVS, Inc.
- 7531. Route 27 CVS, Inc.
- 7532. Route 59 CVS, L.L.C.
- 7533. Route 83 Glastonbury CVS, Inc.
- 7534. Route 83 Palos Heights CVS, L.L.C.
- 7535. Route 88 CVS, Inc.
- 7536. Rowlett TX CVS, L.L.C.
- 7537. Rowley CVS, Inc.
- 7538. Roxborough CVS, Inc.
- 7539. Royal Dallas CVS, L.P.
- 7540. Royal Oak CVS, Inc.
- 7541. Royersford CVS, Inc.
- 7542. RP SPECIAL SITUATION LLC
- 7543. Rte 52 IL CVS, L.L.C.
- 7544. RubiconMD Florida Physicians, PLLC
- 7545. RUBICONMD HEALTHCARE, S.L.U.
- 7546. RubiconMD Holdings, Inc.
- 7547. RubiconMD, Inc.
- 7548. RubiconMD MSO, LLC
- 7549. RUBICONMD NEW JERSEY PHYSICIANS, P.C.
- 7550. Runnemedes CVS, Inc.
- 7551. Russell Ft. Apache CVS, L.L.C.
- 7552. Rutherford CVS, Inc.
- 7553. Rx Connections, Inc.
- 7554. Rx Innovations 4439, L.L.C.
- 7555. RxAmerica LLC
- 7556. RXC Acquisition Company
- 7557. RxHub, L.L.C.
- 7558. S. Dartmouth CVS, Inc.
- 7559. S. Fair Oaks Ave CVS, L.L.C..
- 7560. S. Houston Lake Rd. CVS, Inc.
- 7561. S. Main St. CVS, Inc.
- 7562. S. Western Avenue CVS, Inc.
- 7563. SABH of Arizona, Incorporated
- 7564. SABH of Maricopa County, Incorporated
- 7565. Saddle Brook CVS, Inc.
- 7566. Sagamore Ridge CVS, Inc.
- 7567. Sagev CVS, L.L.C.
- 7568. Saginaw CVS, L.P.
- 7569. Saginaw Lansing CVS, Inc.
- 7570. Saguaro Health Plan, Inc.
- 7571. Salem Lynnfield CVS, Inc.
- 7572. Salem Mall CVS, Inc.
- 7573. Salem Mass. CVS, Inc.
- 7574. Salem Pond CVS, Inc.
- 7575. Salem VA CVS, Inc.
- 7576. Sam Furr Road CVS, Inc.
- 7577. Samoset Avenue CVS, Inc.
- 7578. San Antonio CareCenter Pharmacy, LLC
- 7579. San Carlos Ft. Myers CVS, L.L.C.
- 7580. San Clemente CVS, L.L.C.
- 7581. San Jose Jacksonville CVS, L.L.C.
- 7582. Sand Pharmacy St Albans 06306 LLC
- 7583. Sandusky CVS, Inc.
- 7584. Sandwich CVS, Inc.
- 7585. Sandy Plains CVS, Inc.
- 7586. Sandy Springs CVS, Inc.
- 7587. Sanford River CVS, Inc.
- 7588. Santa Ana CVS, Inc.
- 7589. Santa Marguerita CVS, L.P.
- 7590. Santa Monica CVS, L.P.
- 7591. Sanus Corp. Health Systems
- 7592. Sanus Dental Plan of N.J., Inc.
- 7593. Sanus Dental Plan of Texas, Inc.

7594. Sanus Health Plan of Illinois, Inc.	7618. Schaller Anderson of Maryland, L.L.C.
7595. Sanus Health Plan of Pennsylvania, Inc.	7619. Schaller Anderson of Missouri, L.L.C.
7596. Sanus of Maine, Inc.	7620. Schaller Anderson of Oklahoma, LLC
7597. Sanus of New York and New Jersey, Inc.	7621. Schaller Anderson of Tennessee, LLC
7598. SANUS of New York, Inc.	7622. Schaller Anderson of Texas Management, L.L.C.
7599. Sanus Preferred Providers West, Inc.	7623. Schaller Anderson of Texas, L.P.
7600. Saugus CVS, Inc.	7624. Schaller Anderson, Incorporated
7601. Saugus Walnut CVS, Inc.	7625. Schaller Anderson, LLC
7602. Sayre CVS, Inc.	7626. Schaumburg CVS, L.L.C.
7603. SCAFFALE 03 PARTICIPAÇÕES LTDA.,	7627. Schmidt Video Virtual Care of Nevada, PLLC
7604. Schaller Anderson Acquisition, Incorporated	7628. Schnecksville CVS, Inc.
7605. Schaller Anderson Behavioral Health of Maryland, Incorporated	7629. Schoolcraft Detroit CVS, Inc.
7606. Schaller Anderson Behavioral Health of Tennessee, Incorporated	7630. Schwab Road CVS, Inc.
7607. Schaller Anderson Behavioral Health of Texas, L.L.C.	7631. Scituate CVS, Inc.
7608. Schaller Anderson Behavioral Health of Texas, L.P.	7632. Scotch Plains CVS, Inc.
7609. Schaller Anderson Behavioral Health, Incorporated	7633. Scott Houston CVS, L.P.
7610. Schaller Anderson Health Plans, LLC	7634. Scottsboro AL CVS, Inc.
7611. Schaller Anderson Healthcare, L.L.C.	7635. Scottsdale CVS, L.L.C.
7612. Schaller Anderson Medical Administrators, Incorporated	7636. SCP 2003C-31 LLC
7613. Schaller Anderson Network of Arizona, L.L.C.	7637. SCP 2003C-40 LLC
7614. Schaller Anderson of Arizona, L.L.C.	7638. SCP 2003D-66 LLC
7615. Schaller Anderson of California, L.L.C.	7639. SCP 2003D-8 LLC
7616. Schaller Anderson of Delaware, Incorporated	7640. SCP 2004E-062 LLC
7617. Schaller Anderson of Kansas, L.L.C.	7641. SCP 2005-C21-013 LLC
	7642. SCP 2005-C21-074 LLC
	7643. SCP 2005C-C20-016 LLC
	7644. SCP 2007-C27-013 LLC
	7645. SCP 2007-C27-015 LLC
	7646. SCP 2007-C27-017 LLC
	7647. SCP 2007-C27-025 LLC
	7648. SCP 2007-C27-061 LLC
	7649. SCP 2007-C27-066 LLC
	7650. SCP 2007-C27-084 LLC
	7651. SCP 2007-C27-096, L.L.C.
	7652. SCP 2007-C27-540 LLC
	7653. SCP 2007-C27-546 LLC
	7654. SCP 2009-C32-502 LLC

7655. SCP 2009-C32-504 LLC	7698. Shoppers Village CVS, Inc.
7656. SCP 2009-C32-513 LLC	7699. Shoppers World CVS, Inc.
7657. SCP 2009-C32-518 LLC	7700. Shopperstown CVS, Inc.
7658. Scranton Davis CVS, Inc.	7701. Shore Pharmaceutical Providers, LLC
7659. Scranton Main CVS, Inc.	7702. Shorewood CVS, L.L.C.
7660. Scrip World, LLC	7703. Showalter CVS, Inc.
7661. Sea Isle City CVS, Inc.	7704. Shrewsbury Retailer, Inc.
7662. Seaboard Service System, Ltd.	7705. SHS NewHMO, Inc.
7663. Seaford NY CVS, L.L.C.	7706. Sibley Chicago CVS, L.L.C.
7664. Sears Town Mall CVS, Inc.	7707. Sicklerville Road CVS, Inc.
7665. Seaside Heights CVS, L.L.C.	7708. Signify Episode Administrators, LLC
7666. Seaville NJ CVS, L.L.C.	7709. Signify Health ACO LLC
7667. SEC CVS, Inc.	7710. Signify Health, Inc.
7668. SEC Lincoln CVS, L.L.C.	7711. Signify Health IPA, LLC
7669. SEC Route 14 CVS, L.L.C.	7712. Signify Health, LLC
7670. SEC State CVS, L.L.C.	7713. Signify Health Medical Associates, PLLC
7671. SEC University MN CVS, L.L.C.	7714. Signify Health Medical Associates of California, P.C.
7672. Secaucus Seven CVS, Inc.	7715. Signify Health Medical Associates of Colorado, PLLC
7673. Sedalia NC CVS, Inc.	7716. Signify Health Medical Associates of Kansas, LLC
7674. Sedwick Durham CVS, L.L.C.	7717. Signify Health Medical Associates of Michigan, P.C.
7675. Seekonk Mall CVS, Inc.	7718. Signify Health Medical Associates of New Jersey, LLC
7676. Seminole CVS, Inc.	7719. Signify Health Solutions, PLLC
7677. Senip CVS, L.L.C.	7720. Signify Home & Community Care, LLC
7678. Setauket CVS, Inc.	7721. Signify Newco Inc.
7679. Seven Corners, VA Bob's, Inc.	7722. Sillington Road CVS, Inc.
7680. Seventh Street CVS, INC.	7723. Silver Hill CVS, Inc.
7681. Severn CVS, Inc.	7724. Silverbrook CVS, Inc.
7682. Seymour CVS, Inc.	7725. SilverScript Insurance Company
7683. SH Rx Distributor, LLC	7726. SilverScript, Inc.
7684. SH Rx Holding, LLC	7727. SilverScript, L.L.C.
7685. Shallowford Road CVS, Inc.	7728. Silverton CVS, Inc.
7686. Shamokin CVS, Inc.	7729. Simi Valley CVS, Inc.
7687. Sharon CVS, Inc.	7730. Simsbury CVS, Inc.
7688. Sharon Hill CVS, Inc.	7731. Sisson Road CVS, Inc.
7689. Sheffield Avenue CVS, L.L.C.	
7690. Shelby Township CVS, Inc.	
7691. Shelbyville Main CVS, Inc.	
7692. SHELF CO (NO. 967) LIMITED	
7693. Shepherd Houston CVS, L.P.	
7694. Sheridan Cooper CVS, L.L.C.	
7695. Ship Bottom NJ CVS, L.L.C.	
7696. Shirley CVS, L.L.C.	
7697. Shoemakerville CVS, Inc.	

- 7732. Skillman Mockingbird CVS, L.P.
- 7733. Skokie CVS, L.L.C.
- 7734. Sky Acquisition LLC
- 7735. Skyport Owner's Association
- 7736. Sloans Lake Holding Corporation
- 7737. Sloans Lake Managed Care, Inc.
- 7738. Sloan's Lake Management Corp.
- 7739. Smith Northampton CVS, Inc.
- 7740. Smith Palatine CVS, L.L.C.
- 7741. Smith Providence CVS, Inc.
- 7742. Smithville CVS, Inc.
- 7743. Smyrna Concord Road CVS, Inc.
- 7744. Smyrna CVS, Inc.
- 7745. Snellville CVS, Inc.
- 7746. Snellville GA CVS, Inc.
- 7747. Snow Road CVS, Inc.
- 7748. Socastee SC CVS, Inc.
- 7749. Solomon Office Associates, L.L.C.
- 7750. Solomons CVS, Inc.
- 7751. Somerdale CVS, Inc.
- 7752. Somers Point CVS, Inc.
- 7753. Somerset CVS, Inc.
- 7754. Somerville MA CVS, Inc.
- 7755. Somerville, MA Bob's, Inc.
- 7756. Sopco, Inc.
- 7757. Souderton CVS, Inc.
- 7758. Sourcing Co, LLC
- 7759. South Attleboro CVS, Inc.
- 7760. South Boston CVS, Inc.
- 7761. South Bristol Street CVS, Inc.
- 7762. South Brook CVS, Inc.
- 7763. South Brunswick CVS, Inc.
- 7764. South Carolina CVS Pharmacy, L.L.C.
- 7765. South Carolina CVS, Inc.
- 7766. South Dixie CVS, L.L.C.
- 7767. South Hills CVS Store, Inc.
- 7768. South Lincoln Newtown CVS, Inc.
- 7769. South Lyon CVS, Inc.
- 7770. South Mall CVS, Inc.
- 7771. South Merrimack CVS, Inc.
- 7772. South Nashua CVS, Inc.
- 7773. South Philadelphia CVS, Inc.
- 7774. South Plainfield CVS, Inc.
- 7775. South Post Oak CVS, L.P.
- 7776. South Providence CVS, Inc.
- 7777. South Sandwich Store Corporation
- 7778. South Shore League City CVS, L.P.
- 7779. South Shore Retailer, Inc.
- 7780. South Street CVS, Inc.
- 7781. South Wabash CVS, L.L.C.
- 7782. South Windsor CVS, Inc.
- 7783. South Yarmouth CVS, Inc.
- 7784. Southbridge Saga CVS, Inc.
- 7785. Southbury CVS, Inc.
- 7786. Southeast Pharmacy Consultants, Inc.
- 7787. Southern Buckeye CVS, L.L.C.
- 7788. Southern Greenfield CVS, L.L.C.
- 7789. Southern Health Services, Inc.
- 7790. Southern Tempe CVS, L.L.C.
- 7791. Southington Main Street CVS, Inc.
- 7792. Southington Queen CVS, Inc.
- 7793. Southlake CVS, L.P.
- 7794. Southmore CVS, L.P.
- 7795. Southport NC CVS, Inc.
- 7796. Southwest Health Plan, Inc.
- 7797. Sparkleberry Lane CVS, Inc.
- 7798. Spatium, LLC
- 7799. Specialized Pharmacy Services, LLC
- 7800. Specialty Carts, LLC
- 7801. Specialty Services Holding LLC
- 7802. Speedwell CVS Urban Renewal, L.L.C.
- 7803. Speen Street CVS, Inc.
- 7804. Spencer Hwy CVS, L.P.
- 7805. Spencer Main CVS, Inc.
- 7806. Spencer PharmaCare Pharmacy, Inc.
- 7807. Spinnaker Bidco Limited
- 7808. Spinnaker Topco Limited
- 7809. Spring CVS, L.P.
- 7810. Spring Cypresswood CVS, L.P.
- 7811. Spring Falvel TX CVS, L.L.C.
- 7812. Spring Valley Houston CVS, L.P.

7813. Spring Valley Richardson CVS, L.P.
7814. Springfield Avenue CVS, Inc.
7815. Springfield CVS, Inc.
7816. Springfield Gardens CVS, L.L.C.
7817. Springfield IL CVS, L.L.C.
7818. Springfield NJ CVS, L.L.C.
7819. Springfield PA CVS, Inc.
7820. Springfield Post Road CVS, Inc.
7821. Springfield Sparns CVS, Inc.
7822. Springfield St. James CVS, Inc.
7823. Springhouse PA CVS, Inc.
7824. Sproul Broomall CVS, Inc.
7825. Spruce Street CVS, Inc.
7826. Square One CVS, Inc.
7827. SR 436 CVS, L.L.C.
7828. St. Aug Tuscan, L.L.C.
7829. St. Aug Watson, L.L.C.
7830. St. Charles CVS, L.L.C.
7831. St. Clair CVS, Inc.
7832. St. Cloud CVS, L.L.C.
7833. St. George's Avenue CVS, Inc.
7834. St. Louis Park CVS, L.L.C.
7835. St. Louis PharmaCare Pharmacy, Inc.
7836. St. Mary's CVS, Inc.
7837. St. Paul MN CVS, L.L.C.
7838. St. Petersburg CVS, Inc.
7839. Stamford CVS, Inc.
7840. Stamford Hope Street CVS, Inc.
7841. Stamford Ridgeway CVS, Inc.
7842. Stamford Town Center CVS, Inc.
7843. Standard Drug Company
7844. State College CVS, Inc.
7845. State Park Road CVS, Inc.
7846. State St. CVS Store, Inc.
7847. State Street CVS, L.L.C.
7848. Staten Island New York CVS, Inc.
7849. Station Avenue CVS, Inc.
7850. Steeplegate CVS, Inc.
7851. Stenton Avenue CVS, Inc.
7852. Stephens City VA CVS, Inc.
7853. Stephenville TX CVS, L.L.C.
7854. Sterling Healthcare Services, Inc.
7855. Sterling Healthcare Services, LLC
7856. Sterling Heights CVS, Inc.
7857. Sterrettania Road CVS, Inc.
7858. Steubner-Airline CVS, L.P.
7859. Stockbridge CVS, Inc.
7860. Stokes Road CVS, Inc.
7861. Stone Mountain CVS, Inc.
7862. Stoneham CVS, Inc.
7863. Stony Island Chicago CVS, L.L.C.
7864. Stoughton CVS, Inc.
7865. Strategic Resource Company
7866. Streamwood CVS, L.L.C.
7867. Stroudsburg Mall CVS, Inc.
7868. Structured Benefits Inc.
7869. Sturbridge PharmaCare Pharmacy, Inc.
7870. Sublett Matlock CVS, L.P.
7871. Suburban Medical Services, LLC
7872. Sudbury CVS, Inc.
7873. Sudbury Wayside CVS, Inc.
7874. Suffield Agawam CVS, Inc.
7875. Suffield CVS, Inc.
7876. Sugar Land CVS, L.P.
7877. Sugarloaf Parkway CVS, Inc.
7878. Summer St. CVS, Inc.
7879. Summit Health Plan, Inc
7880. Sumner Belmont CVS, Inc.
7881. Sun City AZ CVS, L.L.C.
7882. Sun Lakes CVS, L.L.C.
7883. Sun Pharmacy, Limited Liability Company
7884. Sunderland Road CVS, Inc.
7885. Sunlake Land CVS, L.L.C.
7886. Sunnyside NY CVS, L.L.C.
7887. Sunrise FL CVS, L.L.C.
7888. Sunset Crossing CVS, Inc.
7889. Sunset Henderson CVS, L.L.C.
7890. Superior Care Pharmacy, Inc.
7891. Superior Care Pharmacy, LLC
7892. Superior Township CVS, L.L.C.
7893. SureScripts LLC
7894. SureScripts-RxHub, LLC

7895. Surfside CVS, Inc.
7896. Surprise CVS, L.L.C.
7897. Sutter Health and Aetna
Administrative Services LLC
7898. Sutter Health and Aetna Insurance
Company
7899. Sutter Health and Aetna Insurance
Holding Company LLC
7900. Suwanee CVS, Inc.
7901. Swamp New Britain CVS, Inc.
7902. Swampscott Retailer, Inc.
7903. Swansea CVS, Inc.
7904. Swansea IL CVS, L.L.C.
7905. Swatara Square CVS, Inc.
7906. SWC Camelback CVS, L.L.C.
7907. SWC CVS, Inc.
7908. SWC M-59 CVS, L.L.C.
7909. SWC Moulton Pkwy CVS, L.L.C.
7910. SWC Progress Boulevard CVS,
L.L.C.
7911. SWC Union Hills Drive CVS,
L.L.C.
7912. Sylmar Square CVS, Inc.
7913. Synergy Merger, LLC
7914. Syracuse Genesee St. CVS Store,
Inc.
7915. Systran Networks, Inc.
7916. T2 Medical, Inc.
7917. Tabernacle CVS, Inc.
7918. Taconic Park CVS Store, Inc.
7919. Taft Street CVS, Inc.
7920. Taft University CVS, Inc.
7921. Takoma Park CVS, Inc.
7922. Tamaqua CVS, Inc.
7923. Tampa Lynn CVS, Inc.
7924. Tanker Six, LLC
7925. Tanner Houston CVS, L.P.
7926. Tannersville CVS, Inc.
7927. Tara Boulevard CVS, Inc.
7928. Tarzana CVS, Inc.
7929. Taunton County CVS, Inc.
7930. Taunton Retailer, Inc.
7931. TAVHealth, LLC
7932. TCPI Acquisition Corp.
7933. TCPI Acquisition, LLC
7934. TDI Managed Care Services, Inc.
7935. Teasley Denton CVS, L.P.
7936. Telegraph CVS, Inc.
7937. Tennessee CVS Pharmacy, L.L.C.
7938. Terrace Oaks Houston CVS, L.P.
7939. Terrence D. Morton, Jr., MD, P.C.
7940. Test_6757809
7941. Tewksbury - Oaks, CVS., Inc.
7942. Tewksbury CVS, Inc.
7943. Texas Health + Aetna Health
Insurance Company
7944. Texas Health + Aetna Health
Insurance Holding Company LLC
7945. Texas Health + Aetna Health Plan
Inc.
7946. Texas Health Network, Inc.
7947. Texas Road CVS, Inc.
7948. The Associated Products Company
7949. The City CVS, Inc.
7950. The ETHIX Corporation
7951. The Jeskey Clinic, LLC
7952. The Lane Drug Company
7953. The Mall of Orange CVS, Inc.
7954. The New Group Health Plan, Inc.
7955. The Vasquez Group Inc.
7956. TheraCom, L.L.C.
7957. Third Avenue N.Y. CVS, Inc.
7958. Third Lake CVS, L.L.C.
7959. Third Party Claims Management,
Inc.
7960. Thomas 24th Phoenix CVS, L.L.C.
7961. Thomas 43rd Phoenix CVS, L.L.C.
7962. Thomas Avondale CVS, L.L.C.
7963. Thomas E. Emma CVS Store,
L.L.C.
7964. Thomas Phoenix CVS, L.L.C.
7965. Thomaston CVS, Inc.
7966. Thornbury CVS, Inc.
7967. Thorndale PA CVS, Inc.
7968. Thousand Oaks CVS, Inc.
7969. Three Forks Apothecary, LLC

7970. Thunderbird Phoenix CVS, L.L.C.	8011. Tucson AZ CVS, L.L.C.
7971. Thundermist Aviation, Inc.	8012. Turnpike Augusta CVS, Inc.
7972. Thundermist Services, LLC	8013. Turnpike Street CVS, Inc.
7973. Tianjin An Hai Tai Hua Medical Information Technology Co., Ltd	8014. Tuscaloosa CVS, Inc.
7974. Tinley Park CVS, L.L.C.	8015. TVG Logic Buyer, LLC
7975. Tinton Falls CVS, Inc.	8016. Twain MergerSub Corp.
7976. Titus Avenue CVS, Inc.	8017. Twain MergerSub, L.L.C.
7977. Titusville CVS, L.L.C.	8018. Twenty Third Fairmount CVS, Inc.
7978. Tiverton CVS, Inc.	8019. Twinsburg Claims, Inc.
7979. Tolland CVS, Inc.	8020. Twinsurance Limited
7980. Tomball CVS, L.P.	8021. Tyler Mall CVS, Inc.
7981. Tonawanda CVS, Inc.	8022. Tyler TX CVS, L.P.
7982. Toombs Avenue CVS, L.L.C.	8023. Tyrone CVS, Inc.
7983. Topanga Canyon CVS, Inc.	8024. U. S. Health Insurance Company
7984. Torrance Blvd CVS, L.L.C.	8025. U.S. Health Aviation Corp.
7985. Torrance Western CVS, Inc.	8026. U.S. Health Information Systems, Inc.
7986. Torresdale CVS, Inc.	8027. U.S. Health Insurance Company
7987. Torrington Main Street CVS, Inc.	8028. U.S. Healthcare Advantage, Inc.
7988. Totowa CVS, Inc.	8029. U.S. Healthcare Advantage, LLC
7989. Totowa Union CVS, Inc.	8030. U.S. Healthcare Dental Plan Inc.
7990. Towamencin CVS, Inc.	8031. U.S. Healthcare Dental Plan, Inc.
7991. Towanda CVS, Inc.	8032. U.S. Healthcare Financial Services, LLC
7992. Tower CVS, Inc.	8033. U.S. Healthcare Holdings, LLC
7993. Town Center CVS, Inc.	8034. U.S. Healthcare of Georgia, Inc.
7994. Town Center Orlando CVS, L.L.C.	8035. U.S. Healthcare of New Hampshire, Inc
7995. Town Plaza CVS, Inc.	8036. U.S. Healthcare of the Carolinas, Inc.
7996. Towne Centre CVS, L.L.C.	8037. U.S. Healthcare of Washington Inc.
7997. Towne Lake Parkway CVS, Inc.	8038. U.S. Healthcare Properties, Inc.
7998. Township Line CVS, Inc.	8039. U.S. Healthcare, Inc.
7999. Towson CVS, Inc.	8040. U.S. Healthcare, Inc. (Michigan)
8000. Trappe CVS, Inc.	8041. U.S. Managed Care, Inc.
8001. Tree Merger Sub, Inc.	8042. U.S. PatriotCare, Inc.
8002. Tremont Avenue Bronx CVS, L.L.C.	8043. U.S. Phoenix Corporation
8003. Tremont Boston CVS, Inc.	8044. U.S. Quality Algorithms, Inc.
8004. Tremont CVS, Inc.	8045. UAC Holding, Inc.
8005. Trenton CVS, Inc.	8046. UC Acquisition Corp.
8006. Trevoze Hospitality, Inc.	8047. UC Acquisition, LLC
8007. Trumbull CVS, Inc.	8048. Ulster CVS Store, Inc.
8008. Trumbull Four, Inc.	8049. UMSOFT MERGER SUB, INC.
8009. Trumbull One, Inc.	
8010. Tucker CVS, Inc.	

8050. UMSOft MergerSub, Inc.	8084. V Memorial Houston CVS, L.P.
8051. Uni-Care Health Services of Maine, Inc.	8085. Val Mesa Pharmacy, Inc.
8052. Uni-Care Health Services of Maine, LLC	8086. Valley Road CVS, Inc.
8053. Union Boulevard CVS, Inc.	8087. Valley Verde NV CVS, L.L.C.
8054. Union City CVS, Inc.	8088. Value Health Care Services LLC
8055. Union Lehigh CVS, Inc.	8089. VALUE HEALTH CARE SERVICES, LLC
8056. Union St. CVS, Inc.	8090. Van Buren Goodyear CVS, L.L.C.
8057. Uniontown CVS, Inc.	8091. Van Houten CVS, Inc.
8058. United PharmaCare Services, L.P.	8092. Van Nuys Boulevard CVS, Inc.
8059. United PM Services General, Inc.	8093. Vanoak Plaza CVS, Inc.
8060. United PM Services Limited, Inc.	8094. VAPS Acquisition Company, LLC
8061. United States Health Care System, Inc.	8095. Vassar Poughkeepsie CVS, L.L.C.
8062. United States Health Care Systems of Pennsylvania, Inc.	8096. Vaughn Montgomery CVS, Inc.
8063. United States Health Care Systems, Inc.	8097. Vaughn Road CVS, Inc.
8064. United States Home Health Care Systems, Inc.	8098. Velmeir Euclid Co., L.L.C.
8065. United States Physicians Care Systems, Inc.	8099. Venice FL CVS, L.L.C.
8066. Universal American Corp.	8100. Vermont CVS Pharmacy, L.L.C.
8067. University CVS, Inc.	8101. Vernon CVS, Inc.
8068. University Drive-Amherst CVS, Inc.	8102. Vestal Ave. CVS Store, Inc.
8069. University Mesa CVS, L.L.C.	8103. VHCS Acquisition Sub, LLC
8070. University St. Paul CVS, L.L.C.	8104. Victor Valley CVS, Inc.
8071. University Tamarac CVS, L.L.C.	8105. Victory Van Nuys CVS, L.P.
8072. University-Wheaton CVS, Inc.	8106. Village Chestnut Hill CVS, Inc.
8073. University-Wheaton Peoples, Inc.	8107. Village Grove CVS, Inc.
8074. Upper Darby CVS, Inc.	8108. Village Plaza CVS, Inc.
8075. Upper Gwynedd CVS, Inc.	8109. Villanova Street CVS, L.P.
8076. Upper Hembree CVS, Inc.	8110. Vine & Taft CVS, Inc.
8077. Upper Uwchlan CVS, Inc.	8111. Vineland CVS, Inc.
8078. US 19 Port Richey CVS, L.L.C.	8112. Vinings Jubilee CVS, Inc.
8079. US Bioservices Corporation	8113. Virginia CVS Pharmacy, L.L.C.
8080. USHC Management Services Corporation	8114. Virginia Mason Health Plan, Inc.
8081. Utah CVS Pharmacy, L.L.C.	8115. Virtual Acute General Medical PLLC
8082. Uvalde Houston CVS, L.P.	8116. Virtual Behavioral Health PLLC
8083. Uxbridge CVS, Inc.	8117. Virtual Behavioral Health of Kansas, LLC
	8118. Virtual Primary Care PLLC
	8119. Virtual Primary Care of California, Inc.
	8120. Virtual Primary Care of Kansas LLC

8121. Virtual Primary Care of New Jersey, LLC	8161. Warm Springs Rainbow CVS, L.L.C.
8122. Vista Health of South Florida, Inc.	8162. Warm Springs Road CVS, L.L.C.
8123. Vista Healthplan, Inc.	8163. Warminster CVS, Inc.
8124. Vital Care Infusions, Inc.	8164. Warminster, PA Bob's, Inc.
8125. VivaHealth, Incorporated	8165. Warner Higley Gilbert CVS, L.L.C.
8126. Voorhees CVS, L.L.C.	8166. Warner Huntington CVS, L.P.
8127. Vultee Street CVS, Inc.	8167. Warner McQueen CVS, L.L.C.
8128. W. Imperial Hwy CVS, L.L.C.	8168. Warren Avenue CVS, Inc.
8129. W. Mifflin CVS, Inc.	8169. Warren CVS, L.L.C.
8130. W. Ponce DeLeon CVS, Inc.	8170. Warren R.I. CVS, Inc.
8131. W. Redondo Beach Blvd CVS, L.L.C.	8171. Warrenville IL CVS, L.L.C.
8132. W. Springfield Elm CVS, Inc.	8172. Warwick Centerville CVS, Inc.
8133. Wade Hampton Blvd. CVS, Inc.	8173. Warwick City Hall CVS, Inc.
8134. Wadsworth CVS, Inc.	8174. Warwick Main CVS, L.L.C.
8135. Wadsworth High Street CVS, Inc.	8175. Warwick Neck CVS, Inc.
8136. Wagaraw Road CVS, Inc.	8176. Warwick NY CVS, L.L.C.
8137. Wake Forest CVS, Inc.	8177. Warwick Retailer, Inc.
8138. Wakefield CVS, Inc.	8178. Warwick Shaw Plaza CVS, Inc.
8139. Wakefield Mass. CVS, Inc.	8179. Warwick West Shore CVS, Inc.
8140. Waldorf MD CVS, L.L.C.	8180. Washington Chicago CVS, L.L.C.
8141. Walkertown NC CVS, Inc.	8181. Washington Connecticut CVS, Inc.
8142. Wal-Lex CVS, Inc.	8182. Washington CVS Pharmacy, L.L.C.
8143. Wallingford Acquisition, Inc.	8183. Washington E Street CVS, Inc.
8144. Wallingford CVS, Inc.	8184. Washington Easton CVS, Inc.
8145. Walmsley Blvd. Peoples, Inc.	8185. Washington GA CVS, L.L.C.
8146. Walnut Garland CVS, L.P.	8186. Washington Lamb CVS, L.L.C.
8147. Walnut Hill CVS, L.P.	8187. Washington Retailer, Inc.
8148. Walnut Hill Irving CVS, L.L.C.	8188. Washington Square CVS, Inc.
8149. Walnut Hill Plaza CVS, Inc.	8189. Washington Wisconsin CVS, Inc.
8150. Walnut Street CVS, Inc.	8190. Water Street Fitchburg CVS, Inc.
8151. Walpole CVS, Inc.	8191. Waterbury Chase CVS, Inc.
8152. Walpole Main Street CVS, Inc.	8192. Waterbury West Main CVS, Inc.
8153. Walpole Plaza CVS, Inc.	8193. Waterbury Westwood CVS, Inc.
8154. Walters Houston CVS, L.P.	8194. Waterbury Wolcott CVS, Inc.
8155. Waltham CVS, Inc.	8195. Waterford Boston Post CVS, Inc.
8156. Waltham-Moody CVS, Inc.	8196. Watertown Plaza CVS, Inc.
8157. Wappingers Falls CVS, L.L.C.	8197. Watertown Main Street CVS, Inc.
8158. Ware CVS, Inc.	8198. Waterville CVS, Inc.
8159. Wareham CVS, Inc.	8199. Waterville Valley CVS, Inc.
8160. Waretown CVS, L.L.C.	8200. Waterway Drive CVS, Inc.
	8201. Waukegan CVS, L.L.C.
	8202. Waverly Pharmacy, LLC

8203. Waverly TN CVS, Inc.	8244. West Lemon CVS, Inc.
8204. Wayland CVS, Inc.	8245. West Main Freehold CVS, Inc.
8205. Wayne Avenue CVS, Inc.	8246. West Main Street CVS, Inc.
8206. Wayne CVS, Inc.	8247. West Miller CVS, Inc.
8207. Weber Medical Systems LLC	8248. West Newton Retailer, Inc.
8208. Webster Avenue CVS, Inc.	8249. West Peabody CVS, Inc.
8209. Webster Main St. CVS, Inc.	8250. West Pike Street CVS, L.L.C.
8210. Webster PharmaCare Pharmacy, Inc.	8251. West Roxbury CVS, Inc.
8211. Webster TX CVS, L.P.	8252. West Springfield CVS, Inc.
8212. Weddington NC CVS, Inc.	8253. West Virginia CVS Pharmacy, L.L.C.
8213. Weir CanyonSerrano CVS, Inc.	8254. West Warwick CVS, Inc.
8214. Wellesley CVS, Inc.	8255. West Warwick Main Street CVS, Inc.
8215. Wellpartner, Inc.	8256. West Warwick Providence CVS, Inc.
8216. Wellpartner, LLC	8257. Westampton CVS, Inc.
8217. WellPath of South Carolina, Inc.	8258. Westboro CVS, Inc.
8218. WellPath Select Holding Company, Inc.	8259. Westboro PharmaCare Pharmacy, Inc.
8219. WellPath Select, Inc.	8260. Westborough Computer Drive CVS, Inc.
8220. Wesley Chapel CVS, L.L.C.	8261. Western Chic CVS, L.L.C.
8221. West 14th Street CVS, L.L.C.	8262. Western CVS, L.L.C.
8222. West 235th Bronx CVS, L.L.C.	8263. Western Reserve Health Plan, Inc.
8223. West 42nd Street CVS, L.L.C.	8264. Western Reserve Individual Practice Association, Inc.
8224. West Aspetuck CVS, Inc.	8265. Westfield Franklin CVS, Inc.
8225. West Avenue CVS, Inc.	8266. Westfield Little River CVS, Inc.
8226. West Bancroft Toledo CVS, Inc.	8267. Westfield Shops CVS, Inc.
8227. West Boylston CVS, Inc.	8268. Westford CVS, Inc.
8228. West Bridgewater CVS, Inc.	8269. Westhaven Services Co., LLC
8229. West Broad Street CVS, Inc.	8270. Westheimer Fondren CVS, L.P.
8230. West Broad Street Peoples, Inc.	8271. Westheimer Houston CVS, L.P.
8231. West Broadway CVS, Inc.	8272. Westland CVS, Inc.
8232. West Calhoun CVS, Inc.	8273. Westland MI CVS, L.L.C.
8233. West Central Toledo CVS, Inc.	8274. Westminster Mall CVS, Inc.
8234. West Cheltenham Avenue CVS, Inc.	8275. Westmont CVS, L.L.C.
8235. West Chester Pike CVS, Inc.	8276. Weston Blatt CVS, L.L.C.
8236. West College Ave CVS, Inc.	8277. Westwood CVS, Inc.
8237. West Covina CVS, Inc.	8278. Westwood Washington CVS, Inc.
8238. West Hartford Boulevard CVS, Inc.	8279. Wethersfield CVS, Inc.
8239. West Hartford CVS, Inc.	8280. Weymouth Retailer, Inc.
8240. West Hartford Route 4 CVS, Inc.	
8241. West Hubbard CVS, L.L.C.	
8242. West Hunter Street CVS, L.L.C.	
8243. West Jackson CVS, L.L.C.	

8281. Whalley Avenue CVS, Inc.	8323. Winsted CVS, Inc.
8282. Whalon Street CVS, Inc.	8324. Winter Park CVS, Inc.
8283. Wheaton CVS, L.L.C.	8325. Winthrop CVS, Inc.
8284. White Bear Lake CVS, L.L.C.	8326. Wisconsin Avenue CVS, Inc.
8285. White Cross Stores Inc., No. 14	8327. Wisconsin Careside Physician Group, S.C.
8286. White Lake CVS, Inc.	8328. Wisconsin CVS Pharmacy, L.L.C.
8287. White Plains Eastchester CVS, Inc.	8329. Wise Avenue CVS, Inc.
8288. White Plains Lexington CVS, Inc.	8330. Wissahickon Payment Administrators, Inc.
8289. White Plains Retailer, Inc.	8331. Wisteria Drive Peoples, Inc.
8290. Whitehall CVS, Inc.	8332. Woburn Centre CVS, Inc.
8291. Whitestone CVS, L.L.C.	8333. Woburn Mall CVS, Inc.
8292. Whitinsville CVS, Inc.	8334. Wollaston Quincy CVS, Inc.
8293. Whitman Plaza CVS, Inc.	8335. Woodbridge CVS, Inc.
8294. Whitmore Lake CVS, Inc.	8336. Woodbury MN CVS, L.L.C.
8295. Whitpain CVS, Inc.	8337. Woodbury/Red Bank CVS, Inc.
8296. Whittier Blvd CVS, L.L.C.	8338. Woodhaven CVS, Inc.
8297. Whittier Colima CVS, Inc.	8339. Woodlawn Avenue CVS, Inc.
8298. Wilcrest Houston CVS, L.P.	8340. Woodlawn Chicago CVS, L.L.C.
8299. Wiles Road CVS, L.L.C.	8341. Woodridge CVS, L.L.C.
8300. Williamsbridge Bronx CVS, L.L.C.	8342. Woodruff Realty Associates, Inc.
8301. Williamsburg CVS, Inc.	8343. Woodruff Realty Associates, L.L.C.
8302. Williamson Drug Company, Incorporated	8344. Woodruff Road CVS, Inc.
8303. Williamson Drug Company, LLC	8345. Woodside CVS, L.L.C.
8304. Willimantic Main Street CVS, Inc.	8346. Woodside NY CVS, L.L.C.
8305. Willingboro CVS, Inc.	8347. Woodstock CVS, Inc.
8306. Willow Grove CVS, Inc.	8348. Woodstock CVS, L.L.C.
8307. Willow Hoboken CVS, Inc.	8349. Woodville CVS, Inc.
8308. Wilmer Road CVS, L.L.C.	8350. Woodward Detroit CVS, L.L.C.
8309. Wilmington CVS, L.L.C.	8351. Woodward Manalapan CVS, LL.C.
8310. Wilmington Plaza CVS, Inc.	8352. Woodward Royal Oak CVS, L.L.C.
8311. Wilmore Washington CVS, L.L.C.	8353. Woolwich CVS, L.L.C.
8312. Wilson Blvd. CVS, Inc.	8354. Woonsocket CVS, Inc.
8313. Wilson Boulevard CVS, Inc.	8355. Woonsocket Prescription Center, Incorporated
8314. Wilton CT CVS, Inc.	8356. Worcester - Food Village CVS, Inc.
8315. Winchester CVS, Inc.	8357. Worcester Center CVS, Inc.
8316. Winchester Huntsville CVS, Inc.	8358. Worcester Park CVS, Inc.
8317. Winchester VA CVS, Inc.	8359. Worcester PharmaCare Pharmacy, Inc.
8318. Wind Gap CVS, Inc.	8360. Worcester-June St. CVS, Inc.
8319. Windsor Broad Street CVS, Inc.	8361. Worcester-Lincoln Plaza CVS, Inc.
8320. Windsor CVS, Inc.	
8321. Windward Plaza CVS, Inc.	
8322. Winfield CVS, L.L.C.	

- 8362. Worcester-Stafford CVS, Inc.
- 8363. Worcester-Tatnuck Square CVS, Inc.
- 8364. Work & Family Benefits, Inc.
- 8365. Workers Comp Advantage, Inc.
- 8366. WP Smart Holdings, LLC
- 8367. Wrightstown CVS, Inc.
- 8368. Wrightwood Chicago CVS, L.L.C.
- 8369. Wylie CVS, L.P.
- 8370. Wyoming MI CVS, Inc.
- 8371. Yale Houston CVS, L.P.
- 8372. Yardley CVS, Inc.
- 8373. Yarmouth CVS, Inc.
- 8374. Yeadon (Pa.) CVS, Inc.
- 8375. Yonkers Bronx River CVS, L.L.C.
- 8376. Yonkers Central Park CVS, Inc.
- 8377. Yorba Linda CVS, Inc.
- 8378. York Mall CVS, Inc.
- 8379. York Road CVS, Inc.
- 8380. Ypsilanti Township CVS, L.L.C.
- 8381. Zephyrhills CVS, L.L.C.
- 8382. Zieglersville PA CVS, Inc.
- 8383. Zinc Health Services, LLC
- 8384. Zinc Health Ventures, LLC
- 8385. Zion IL CVS, L.L.C.
- 8386. ZS Acquisition Company, LLC

EXHIBIT G

Exhibit G

Illustrative List of Released Entities - Walmart

Wal-Mart
Wal-Mart Inc.
Wal-Mart, Inc.
Wal-Mart Stores
Wal-Mart Stores, Inc.
Walmart Stores, Inc.
Wal-Mart Stores Inc.
Walmart Inc.
Walmart Inc., Walmart Stores East
Wal-Mart Inc f/k/a Walmart Stores, Inc.
Wal-Mart Inc. f/k/a Walmart Stores, Inc.
Walmart Inc. (f/k/a Wal-Mart Stores)
Walmart Inc. f/k/a Wal-Mart Stores, Inc.
Walmart, Inc.
Walmart, Inc. f/k/a Wal-Mart Stores Inc. d/b/a Wal-Mart Warehouse #46
Walmart Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacy Warehouse #32
Walmart Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacy Warehouse #45
Walmart, Inc. f/k/a Wal-Mart Stores, Inc.
WAL-MART INC. f/k/a WAL-MART STORES, INC.
Walmart, Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacies
a/k/a Wal-Mart Pharmacy 10-1218
Walmart, Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacies
a/k/a Wal-Mart Pharmacy 10-1381
Walmart, Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacies
a/k/a Wal-Mart Pharmacy 10-2778
Walmart, Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacies
a/k/a Wal-Mart Pharmacy 10-3751
Walmart, Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacies
a/k/a Wal-Mart Pharmacy 10-4430
Walmart Inc., f/k/a Wal-Mart Stores East, LP, Individually and
d/b/a Wal-Mart Pharmacy Warehouses
Walmart Stores East, L.P.
Wal-Mart Stores East
Wal-Mart Stores East L.P.
Wal-Mart Stores East d/b/a Wal-Mart Pharmacy Warehouse #45
Wal-Mart Stores East d/b/a Wal-Mart Pharmacy Warehouse #46
Wal-Mart Stores East, Inc.
Wal-Mart Stores East, LLC
Wal-Mart Stores East, LLC f/k/a Wal-Mart Stores East Inc.
Wal-Mart Stores East, LP
Wal-Mart Stores East, LP d/b/a Wal-Mart Pharmacy Warehouse
Wal-Mart Stores East, LP, individually and d/b/a Wal-Mart Pharmacy Warehouse
Wal-Mart Stores East, LP, individually and d/b/a Wal-Mart Pharmacy Warehouse #1

Wal-Mart Stores East, LP, individually and d/b/a Wal-Mart Pharmacy Warehouse #45
Wal-Mart Stores East, LP, individually and d/b/a Wal-Mart Pharmacy Warehouse #46
Wal-Mart Stores East, LP d/b/a Wal-Mart Pharmacy Warehouse #1
Wal-Mart Stores East, LP d/b/a Wal-Mart Pharmacy Warehouse #32
Wal-Mart Stores East, LP d/b/a Wal-Mart Pharmacy Warehouse #34
Wal-Mart Stores East, LP d/b/a Wal-Mart Pharmacy Warehouse #45
Wal-Mart Stores East, LP d/b/a Walmart Pharmacy Warehouse #46
Wal-Mart Stores East, LP d/b/a Wal-Mart Pharmacy 10-3251
Wal-Mart Stores East I, LP
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East d/b/a Walmart #20
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East, LP d/b/a Walmart #34
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East, LP d/b/a Walmart 48
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East d/b/a Walmart #92
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East, LP d/b/a Walmart #338
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East, LP d/b/a Walmart #914
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East, LP d/b/a Walmart #4282
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East, LP d/b/a Walmart #5261
Wal-Mart Pharmacy
Wal-Mart Pharmacy Warehouse
Wal-Mart Pharmacy Warehouse #1
Wal-Mart Pharmacy Warehouse #32
Wal-Mart Pharmacy Warehouse #45
Wal-Mart Pharmacy Warehouse #46
Wal-Mart Pharmacy 10-0696
Wal-Mart Pharmacy 10-1218
Walmart Pharmacy
Walmart Pharmacy 10-1381
Walmart Pharmacy 10-2289
Walmart Pharmacy Warehouse
Wal-Mart Pharmacy 10-2778
Wal-Mart Pharmacy 10-3251
Wal-Mart Pharmacy 10-3751
Wal-Mart Pharmacy 10-4430
Wal-Mart Pharmacy 10-5296
Wal-Mart Pharmacy 10-5397
Wal-Mart Pharmacy Wholesale
Wal-Mart Stores Texas, LLC
Wal-Mart.com USA, LLC
Wal-Mart Puerto Rico, Inc.
Sam's West, Inc.
Sam's East, Inc.
WSE Investment LLC
WSE Management LLC
Wal-Mart Property Company
Wal-Mart Real Estate Business Trust
Sam's Property Company

Sam's Real Estate Business Trust
Wal-Mart de Mexico Canada Corp.
Wal-Mart Canada Corp
Flipkart Private Limited
Flipkart Walmart Chile S.A.
Walmart Chile
Massmart Holdings Ltd.
Qomolangma Holdings Ltd.
ClarusONE Sourcing Services, LLP
Walmart Store No. 1857
Walmart Store No. 1863
Walmart Store No. 2197
Walmart Store No. 3608
Walmart Store No. 3860
Walmart Store No. 4846
Walmart Store No. 6327

EXHIBIT H

EXHIBIT H

Non-Exhaustive List of Walgreens Released Entities

1Life Healthcare, Inc.
Accountable Care Network of Arizona, LLC
Accountable Care Network of Colorado LLC
Accountable Care Network of Florida, LLC
Accountable Care Network of Georgia LLC
Accountable Care Network of Illinois LLC
Accountable Care Network of Missouri LLC
Accountable Care Network of New Jersey, LLC
Accountable Care Network of Pennsylvania, LLC
Accountable Care Network of Tennessee, LLC
Accountable Care Network of Texas, LLC
Accountable Care of New Jersey, LLC
Acumins, Inc
AGENTRICS, LLC
Alector, Inc.
Alliance Boots GmbH
American Homecare Supply, IV Georgia, LLC
American Occupational Health Management, Inc.
American Occupational Health Management, Inc.
Aromatherapy Associates Limited
Aromatherapy Associates, Inc
Aromatherapy Associates, Inc At Home Solutions, Inc.
At Home Solutions, Inc.
Avantha Business Solutions, Ltd. (Formerly Salient Business Solutions, Ltd.)
b.well Connected Health, Inc.
BAP Pharmaceuticals, LLC
Baxter Drug, Inc.
Beauty.com Sales, Inc.
Beauty.com, Inc.
Beeken Petty O'Keefe Fund III LP
Beeken Petty O'Keefe Fund IV LP
Benliro Take Care Health Nevada, P.C.
Bison Acquisition Sub Inc.
Blazing Star Boots Finco Partner, LLC
Blazing Star Boots Irish Bidco Limited
Blazing Star Boots Irish Parentco Limited
Blazing Star Boots Superco (Jersey) Limited
Blazing Star Cencora Buyer, LLC
Blazing Star Cencora Holdco, LLC
Blazing Star DAP Issuer Sub, LLC
Blazing Star DC Blocker Buyer, LLC
Blazing Star DC Blocker Sub, LLC

Blazing Star Excluded Property Blocker Buyer II, LLC
Blazing Star Excluded Property Blocker Buyer, LLC
Blazing Star Excluded Property Blocker II Sub, LLC
Blazing Star Greater China Holdings Limited
Blazing Star Intermediate, LLC
Blazing Star Investors, LLC
Blazing Star Merger Sub, Inc. (Merged into WBA)
Blazing Star New US Holdco 1, LLC
Blazing Star New US Holdco 2, LLC
Blazing Star New US Topco, LLC
Blazing Star Office Blocker Buyer, LLC
Blazing Star Office Blocker Sub, LLC
Blazing Star ORP Investors, LLC
Blazing Star Parent, LLC
Blazing Star Retail Blocker Buyer II, LLC
Blazing Star Retail Blocker Buyer III, LLC
Blazing Star Retail Blocker Buyer, LLC
Blazing Star Retail Blocker II Sub, LLC
Blazing Star Retail Blocker III Sub, LLC
Blazing Star SuperCo, Inc.
Blazing Star TopCo, LLC
Bond Drug Company of Illinois, Inc.
Bond Drug Company of Clinton
Bond Drug Company of Clinton (Del.)
Bond Drug Company of Illinois
Bond Drug Company of Illinois I, LLC
Bond Drug Company of Illinois, LLC
Boots Retail Holdings (USA) Inc.
Boots Retail USA Inc.
Boots Seller LLC
Bowen Development Company
Bower Take Care Health Nevada P C
BrightSpring Health Services, Inc.
Cancer Care of Naples, L.C.
Cape Fear Home Health Service Inc.
CARE NETWORK OF GEORGIA, LLC
CARE NETWORK OF MISSOURI, LLC
CareCentrix (Area One) Corp.
CareCentrix (Area Three) Corp.
CareCentrix (Area Two) Corp.
CareCentrix Holdings Inc.
CARECENTRIX IPA, INC.
CareCentrix of New Jersey, Inc.
CareCentrix, Inc.
Caremetx, LLC
Carolina I.V. Services, Inc.

CCS Infusion Management, LLC
CCSI Holding 3, LLC
CCX Acquisition, Inc.
CCX NEXT, LLC
CG Transportation, LLC
Chartwell Care Givers, Inc.
Chartwell-Southern New England, L.L.C.
CHDM, Inc.
CHDM, LLC
CHI HOLDING CORPORATION
Circa LLC
CLINICAL HOLDINGS INC.
Clinical Resource Network, Inc.
Clinical Specialties Network Services of Illinois, Inc.
CLINICAL SPECIALTIES, INC.
CNS Acquisition, Inc.
Collins I.V. Care, LLC
Consolidated Stores, Inc.
Continuum Health Management Solutions, LLC (formerly I-Trax Management Solutions, LLC)
Corinthian Care Group, LLC
Corporate Health Dimensions, Inc.
Creative Options, Inc.
Crescent Healthcare Inc.
Crescent Therafusion Inc.
Critical Care Systems of New York, Inc.
Critical Care Systems, Inc.
CSI MANAGED CARE, INC.
CSI MEDICAL BILLING SERVICES, INC.
CSI NETWORK SERVICES OF INDIANA, INC.
CSI NETWORK SERVICES OF KENTUCKY, INC.
CSI NETWORK SERVICES OF MICHIGAN, INC.
Custom Nutrition Services, Inc.
Cypress Home Medical, Inc.
Cystic Fibrosis Foundation Pharmacy, LLC (Walgreens Specialty Pharmacy, LLC owns 80%)
Cystic Fibrosis Services, Inc.
Cystic Fibrosis Services, LLC
Daylight Beta Holdings, LP
DC Blocker LLC
DC PropCo Borrower LLC
DC PropCo Mezz LLC
De~Luxe Distributors, Inc.
Deerfield Funding Corporation
DME Options, Inc.
DOVER SUBSIDIARY INC
Dr Employee Services, LLC
DRI I Inc

drugstore.com Inc
drugstore.com
Drugstore.com Foundation
Drugstore.com, LLC
DS Distribution Canada Ltd.
DS Distribution, Inc.
DS Fulfillment, Inc.
DS Non-Pharmaceutical Sales, Inc.
DS Pharmacy, Inc.
DSGC Idaho, Inc
Duane Reade Charitable Foundation
Duane Reade Holdings Inc
Duane Reade Inc.
Duane Reade International LLC
Duane Reade Realty Inc
Duane Reade, a New York General Partnership
Eager Park Pharmacy and Health Services, LLC
East West Distributing Co., LLC
East West Distributing Merger Co., LLC (DE)
East-West Distributing Co.
Evolvere Health LLC
Excel Healthcare LLC
ExceleraRx, LLC
Excluded Property Blocker LLC
Excluded Property PropCo LLC
"Ferbet Take Care Health Louisiana, a Professional Nursing Corporation f/k/a
Randolph Take Care Health Louisiana, a Professional Nursing Corporation. "
Ferbet Take Care Health Louisiana, a Professional Nursing Home
Ferbet Take Care Health Maryland, P.C.
Flash Buyer, LLC
Fountain Products Corporation
Freedom Oxygen, Inc.
Full Road Holdings Ltd
Globe Discount City of Arizona, Inc.
Globe Discount City of Louisiana, Inc.
Globe I, LLC
Globe Stores, Inc.
Green Hills Insurance Company, A Risk Retention Group
Grenada Advertising Agency, Inc.
H3 (US 1) LLC
H3 (US 2) LLC
H3 (US 3) LLC
H3 (US 4) LLC
Happy Harry's Discount Drug Stores, Inc.
Happy Harry's Discount Store, Inc.
Happy Harry's, Inc.

HC Group Holdings I, LLC
HC Group Holdings II, LLC
HC Group Holdings III, LLC
HC Omega Merger Sub, LLC
Healthbox LLC
Healthcare Clinic Solutions, LLC
Healthcare Options of Minnesota, Inc.
Healthworks Med Group of Oklahoma, P.C.
Healthworks Medgroup of San Antonio, Inc.
HHDH Corp.
HLM Venture Partners III, L.P.
Home Care of Boone County, Inc.
Home Care of Columbia, Inc.
Home Drug Company
Home Drug Company Home Health of Option Care Inc.
Home Health of Option Care Inc
Home I.V. Inc.
Home Infusion Therapy of Bullhead City, Inc.
Hometeam Technologies, Inc.
Hummer Whole Health Management, Inc.
Hunterdon Infusion Services LLC
I.V. Associates, Inc.
Infinity Infusion Care, Ltd.
Infinity Infusion II, LLC
Infinity Infusion, LLC
Infusion Specialties, Inc.
Infusion Therapy of Corona, Inc.
Innovation Associates Holdings, Inc.
Innovation Associates, Inc.
Intercom Pharmacy Systems, Inc.
International Travel Service, Inc.
International Vision Direct Corp.
International Vision Direct, Inc.
Ion Merger Sub, Inc.
I-Trax Health Management Solutions, Inc.
IVP NORTHEAST, INC.
Ivpcare Northeast, Inc.
Ivpcare, Inc.
Jim Bain's Pharmacy, Inc.
Kinnevik US Holding, LLC
Lake Cook Assurance Company
Lake Cook Investments, LLC
Laurel Mountain Medical Supply, LLC
LCA Insurance Co., Inc.
Lensquest, Inc.
Live Whole Health, Inc.

Lord Jim, Inc.
Luxury Mint Corporation
LV Sourcing LLC
LVD Sourcing LLC
Management by Information, Inc.
Market Strategies, LLC
Maximum Health Care Concepts, Inc.
May's Drug Stores, Inc.
MCA Pharmacy, LLC
McKesson Specialty Pharmaceuticals LLC
Med Mark, Inc.
MedAvail Holdings, Inc.
MedAvail Technologies, Inc.
MedAvail, Inc.
Medcare, Inc.
Medco Online Sales, Inc.
Medepoint.Com, Inc.
Medi Mart Corporation
MEDICATION ADHERENCE SOLUTIONS, LLC (Formerly WALGREENS LONG-TERM CARE PHARMACY, LLC)
Medicenter, Inc.
Medicclaim Corp.
Medmark Data Management Inc.
Medmark Holdings Inc.
Medmark, Inc.
MedNow Infusion LLC
Med-X Corporation
Memphis Warehouse Co.
Meridian COMP of New York, Inc.
Mosso's Medical Supply Company, LLC
M-X Corporation
NDES Holdings, LLC
Network of California LLC
nirvanaHealth, Inc.
North County Home I.V., Inc.
Nutrition Research Laboratories, Inc.
Oak HC/FT VMD Blocker, LLC
OCH US Holding LLC
Office Blocker LLC
Office PropCo Borrower LLC
Office PropCo Mezz LLC
Onsite Holding, LLC
Ontario Cl 1 Limited
Ontario Cl 2 Limited
Ontario Cl 3 Limited
Ontario Cl 4 Limited

Ontario Merger Sub, Inc.
OpCo Hatfield Medical Group, LLC
Option Care Camilla, Inc.
Option Care Capital Services, Inc.
Option Care Enterprises Inc
Option Care Enterprises, Inc. (DE)
Option Care Enterprises, Inc. (PA)
Option Care Foundation, Inc.
Option Care Health, Inc.
Option Care Home Health of California, Inc.
Option Care Home Health of Coweta, Inc.
Option Care Home Health, L.L.C.
Option Care Home Health, LLC (WA)
Option Care Home Infusion, L.L.C.
Option Care Hospice Foundation, Inc.
Option Care Hospice Inc.
Option Care Inc
Option Care Kansas City, LLC
Option Care Nevada, L.L.C.
Option Care of Denver, Inc.
Option Care of New York, Inc.
Option Care of Oklahoma, Inc.
Option Care Phoenix, LLC
Option Care, Inc. (DE)
Option Care, Inc.(CA)
Option Home Health Care - Private Duty, Inc.
Option Home Health Care Services, Inc.
Option Home Health Care Services-Private Duty, Inc.
Option Home Health Care, Inc.
Option Home Health Inc
Optioncare.Com, Inc.
OptioNet, Inc.
Optionlink, Inc.
Optionmed, Inc.
OptionMed, Inc.
Orlando Warehouse Co.
Orlando Warehouse, Inc.
ORP Investors L.P.
Pharaoh JV, LLC
Pharm Mart Pharmacy of Warren, Inc.
Pharma Dynamics, Inc.
Pharmacy I.V. Associates, Inc.
Pharmatech Business Services, Inc.
Pharm-mart of Warren, Inc.
Pharm-Mart Pharmacy of Warren, Inc.
Physician Options, Inc.

PMC Ventures, LLC
Polaris Partners VII, L.P.
Polaris Venture Partners VI, L.P.
Prima Vista Water Management Assoc., Inc.
Prima Vista Water Management Association, Inc.
Prime Therapeutics LLC
Prime Therapeutics Specialty Pharmacy LLC
Pro Fitness Health Solutions, LLC
Productive Health Corporation
Pro-Fitness, L.L.C.
Project H3, LLC
Putter Acquisition Sub, Inc.
Rad Online Sales, Inc.
Randolph Take Care Health Louisiana, a Professional Nursing Corporation.
Real Property NewCo LLC
Redmile Private Investments I, L.P.
Rehab Options, Inc.
Rennebohm Drug Stores, Incorporated
Repligen Corporation
Retail Blocker LLC
Retail Procurement Alliance LLC
Retail PropCo Borrower LLC
Retail PropCo Mezz LLC
Rich Mountain Pharmaceutical Services, Inc.
River City Pharmacy Inc
Riviera Brands, LLC
Robin Hood Restaurants of Illinois, Inc.
Rockville Travilah Square, LLC
RxAlly, LLC
S & G Health Care Management Services, Inc.
S & G US Holding LLC
S & W Pharmacy, Inc.
S&G US Holding LLC
Salient Business Solutions, Ltd.
Salient Health Care Services, Inc.
Salient Health Care Services, L.L.C.
Salu Australia Pty Ltd
Salu Beauty, Inc.
Sanborns Mexico
Sandbox Advantage Fund, L.P.
Scholar Rock Holding Corporation
Schraft's, A Walgreen Specialty Pharmacy, LLC
SeniorMed L.L.C.
Shields Care Management of Worcester, LLC
Shields Health Management Company, LLC
Shields Health Management Holdings, Inc.

Shields Health Network, LLC
Shields Health Resources, LLC
Shields Health Solutions Holdings, LLC
Shields Health Solutions MidCo, LLC
Shields Health Solutions Parent, LLC
Shields Health Solutions Pharmacy, LLC
Shields Newco LLC
Shields Pharmacy Equity, LLC
Shields Pharmacy of Berkshire, LLC
Shields Pharmacy of California, LLC
Shields Pharmacy of Camden LLC
Shields Pharmacy of Central Illinois, LLC
Shields Pharmacy of Central New York, LLC
Shields Pharmacy of Chicago Midwest, LLC
Shields Pharmacy of Colorado II, LLC
Shields Pharmacy of Colorado, LLC
Shields Pharmacy of Columbia Maryland, LLC
Shields Pharmacy of Connecticut II, LLC
Shields Pharmacy of Connecticut, LLC
Shields Pharmacy of Eastern Carolina, LLC
Shields Pharmacy of Eastern Texas, LLC
Shields Pharmacy of Georgia, LLC
Shields Pharmacy of Hartford LLC
Shields Pharmacy of Minnesota, LLC
Shields Pharmacy of Mississippi, LLC
Shields Pharmacy of Nevada, LLC
Shields Pharmacy of New Bedford, LLC
Shields Pharmacy of New York II, LLC
Shields Pharmacy of New York, LLC
Shields Pharmacy of Norfolk Virginia, LLC
Shields Pharmacy of North Carolina, LLC
Shields Pharmacy of Ohio, LLC
Shields Pharmacy of Palo Alto, LLC
Shields Pharmacy of Providence LLC
Shields Pharmacy of Rhode Island, LLC
Shields Pharmacy of San Antonio, LLC
Shields Pharmacy of South Carolina, LLC
Shields Pharmacy of St. Louis, LLC
Shields Pharmacy of the Bronx, LLC
Shields Pharmacy of the Southwest Venture, LLC
Shields Pharmacy of the Southwest, LLC
Shields Pharmacy of University LLC
Shields Pharmacy of Virginia, LLC
Shields Pharmacy of Western Florida, LLC
Shields Pharmacy of Western Michigan, LLC
Shields Pharmacy of Western New York, LLC

Shields Specialty Pharmacy of Springfield, LLC
Shields Technology Solutions, LLC
SIC Parent, LLC
SIC Parent, LLC (WRA Partners, LLC owns 51%)
Silk Acquisition Corp.
Skincarestore Australia Pty Ltd
Sleep Management Solutions LLC
Smart Insurance Co
Smart Insurance Company
Smart Insurance Company Group Holdings, Inc.
Smart Insurance Company Holdings, Inc.
Smart Insurance Group Holdings, Inc.
Soap & Glory USA LLC
Solera Health, Inc.
Spa Strategy, Inc.
Spokane Health Care Associates, Inc.
Springville Pharmacy Infusion Therapy, Inc.
Stephen L. LaFrance Holdings, Inc.
Stephen L. LaFrance Pharmacy, Inc.
Summit Medical Group Arizona, LLC
SUNAMERICA AFFORDABLE HOUSING PARTNERS XI
Super D Drugs Acquisition Co.
Superior Bermuda GP
Superior LuxCo 1 S.a.r.l.
Superior Luxco 2 S.a.r.l.
Superior Luxco 3 S.A.R.L.
Superior US 1 LLC
Take Care Employer Solutions, LLC
Take Care Health Arizona, P.C.
Take Care Health Colorado, Inc.
Take Care Health Delaware, P.A.
Take Care Health District of Columbia, P.C.
Take Care Health Georgia, P.C.
Take Care Health Illinois, P.C.
Take Care Health Indiana, P.C.
Take Care Health Kansas, P.A.
Take Care Health Kentucky, P.S.C.
Take Care Health Massachusetts, P.C.
Take Care Health Mississippi, P.C.
Take Care Health Missouri, P.C.
Take Care Health New Jersey, P.A.
Take Care Health Ohio, Inc.
Take Care Health Oklahoma, P.C.
Take Care Health Pennsylvania, PC
Take Care Health Services, P.A.
Take Care Health Systems LLC

Take Care Health Systems, Inc. (FKA I-Trax, Inc.)
Take Care Health Tennessee, P.C.
Take Care Health Texas, P.C.
Take Care Health Wisconsin, S.C.
Take Care Medical Health New York, P.C.
The 1901 Group LLC
The drugstore.com Foundation
The Lane Drug Company
The Patient Safety Research Foundation, Inc.
The PSRF Merger Co., Inc.
Thrifty Payless, Inc.
THV VMD Blocker, LLC
TKH HoldCo, LLC
TMD, Inc.
TPR Holdings LLC
Trinity Home Care, LLC
TSL, Inc.
Turn-Key Health Holdings, L.P.
Turn-Key Holdings, LLC
TURN-KEY PALLIATIVE SERVICES, LLC
Turn-Key Health Holdings, L.P.
Ultra Care, LLC
UMass Memorial Shields Pharmacy, LLC
University Option Care LLC
USA Drug
USA/Super D Franchising, Inc.
VICTORIA MERGER SUB. INC.
Village Newco LLC
Vim, Inc.
Vision Direct Inc
W D Liquor, Inc.
WAB Holdings, LLC
WAG Employee Services Inc.
WagBeau LLC
WagBeau, Inc.
WAGDCO, LLC
WAGHID, LLC
Wag's Restaurants of Illinois, Inc.
Waldoy, L.P
Walgreen Altoona Co.
Walgreen Alumni Association
Walgreen Arizona Drug Co.
Walgreen Benefit Fund
Walgreen Canada Limited
Walgreen Capitol Court, Inc.
Walgreen Co PAC

Walgreen Co Puerto Rico Branch
Walgreen Co.
Walgreen Columbus Co.
Walgreen Community Development
Walgreen Cudahy, Inc.
Walgreen Delaware Co.
Walgreen Drug (Ontario) Limited
Walgreen Drug Stores Historical Foundation
Walgreen Drugs, Inc.
Walgreen Eastern Co., Inc.
Walgreen Fond-Du-Lac, Inc.
Walgreen Fremont Co.
Walgreen Hastings Co.
Walgreen International Investments LLC
Walgreen International S.a.r.l.
Walgreen Investments Co
Walgreen Investments Luxembourg SCS
Walgreen Investments Merger Co., LLC
Walgreen Investments Merger Co., LLC (DE)
Walgreen Kearney Co
Walgreen Laboratories, Inc.
Walgreen Lincoln Co.
Walgreen Louisiana Co., Inc.
Walgreen Market Strategies LLC
Walgreen Medical Supply, Inc.
Walgreen Mercantile Corporation
Walgreen Milwaukee, Inc.
Walgreen National Corporation
Walgreen Network Health Services
Walgreen Nevada Corporation
Walgreen New Berlin, Inc.
Walgreen Oconomowoc, Inc.
Walgreen of Hato Rey Inc.
Walgreen of Hawaii, LLC
Walgreen of Maui, Inc.
Walgreen of Nevada, LLC
Walgreen of New Mexico, Inc.
Walgreen of Puerto Rico, Inc.
Walgreen of San Patricio, Inc.
Walgreen of US Virgin Islands, LLC
Walgreen Oshkosh, Inc.
Walgreen Pharmacy Services Eastern LLC
Walgreen Pharmacy Services Midwest, LLC
Walgreen Pharmacy Services Southern, LLC
Walgreen Pharmacy Services Western, LLC
Walgreen Pharmacy Services WHS, LLC

Walgreen Pharmacy Strategies, LLC
Walgreen PR Branch
Walgreen Properties, Inc.
Walgreen Racine, Inc.
Walgreen Realty Resources LLC
Walgreen Scotland Investments LP
Walgreen South Dakota, Inc.
Walgreen Southgate Corp.
Walgreen Specialty Holdings, LLC
Walgreen Swiss International GmbH
Walgreen UK Development Services Limited
Walgreen Watertown, Inc.
Walgreen Waukesha, Inc.
Walgreen West Bend, Inc.
Walgreen Wisconsin, Inc.
Walgreen Woodmar, Inc.
Walgreen-Option Care, Inc. {FKA CuraScript Infusion)
Walgreens (Hong Kong) Limited
Walgreens (Singapore) Pte. Ltd.
Walgreens (Sourcing) Pte. Ltd.
Walgreens Advance Care, Inc.
Walgreens Annapolis, LLC
Walgreens Assistance, Inc.
Walgreens Boots Alliance Development GmbH
Walgreens Boots Alliance Holdings LLC
Walgreens Boots Alliance Scottish LP
Walgreens Boots Alliance US 1 LLC
Walgreens Boots Alliance US 2 LLC
Walgreens Boots Alliance US 3 LLC
Walgreens Boots Alliance, Inc.
Walgreens Business Services, LLC
Walgreens China Business Trust
Walgreens Community Development Corp
Walgreens Community Development Corporation
Walgreens Foundation
Walgreens Health COE LLC
Walgreens Health Holdings, LLC
Walgreens Health Initiatives - IPA, Inc.
Walgreens Health Initiatives, Inc.
Walgreens Health Medical Group California P.C.
Walgreens Health Medical Group Kansas P.A.
Walgreens Health Medical Group New Jersey P.C.
Walgreens Health Medical Group P.A.
Walgreens Health Medical Group P.A., Inc
Walgreens Health Services II LLC
Walgreens Health Services III LLC

Walgreens Health Services LLC
Walgreens Health Ventures LLC
Walgreens Healthcare Plus, Inc.
Walgreens Holding Company
Walgreens Home Care Inc
Walgreens Infusion and Respiratory Services, LLC
Walgreens Infusion Services at Legacy Health, LLC (formerly Option Care at Legacy, L.L.C.)
Walgreens Infusion Services Holding, Inc.
Walgreens Infusion Services, Inc. (FKA Option Care,)
Walgreens Investments Co.
Walgreens Long-Term Care Pharmacy LLC (FKA SeniorMed)
Walgreens Mail Service, Inc.
Walgreens Mail Service, LLC
Walgreens Medical New York P.C.
Walgreens Network Health Services LLC
Walgreens of Massachusetts, LLC
Walgreens of New Mexico, Inc.
Walgreens of North Carolina, Inc.
Walgreens Personal Financial Services, LLC
Walgreens Pharmacy Strategies, LLC
Walgreens Sleep and Respiratory Pharmacy LLC
Walgreens Sleep and Respiratory Services, LLC
Walgreens Specialty Care Centers LLC
Walgreens Specialty Pharmacy Holdings, Inc.
Walgreens Specialty Pharmacy Holdings, LLC
Walgreens Specialty Pharmacy, LLC
Walgreens Store No 3288 LLC
Walgreens Store No 3332 LLC
Walgreens Store No 3680 LLC
Walgreens Store No 4650 LLC
Walgreens Store No 4651 LLC
Walgreens Store No 5576 LLC
Walgreens Store No 5838 LLC
Walgreens Store No. 6199, LLC
Walgreens Store No. 7839, LLC
Walgreens Venture Capital, LLC
Walgreens Well Network of California LLC
Walgreens Well Network of Maryland LLC
Walgreens Well Network of Modesto, LLC
Walgreens Well Network of Oakland, LLC
Walgreens Well Network of Palo Alto, LLC
Walgreens Well Network of Sacramento, LLC
Walgreens Well Network of San Francisco, LLC
Walgreens.com, Inc.
Walgreens-Optioncare, Inc.
Waltrust Properties, Inc.

WBA Acquisition 3, LLC
WBA Acquisition 4, LLC
WBA Acquisition 5, LLC
WBA Acquisition 6, LLC
WBA Financial, LLC
WBA Innovation Midco, LLC
WBA Innovation Parent, LLC
WBA Innovation, LLC
WBA Investments (Guernsey) 2 Limited
WBA INVESTMENTS, INC. (FKA WBA INVESTMENTS, LLC)
WBA RxR US LLC WBA Shields Merger Sub, LLC WBA US 1 Co.
WBA Shields Holdings, LLC
WBA Shields Merger Parent, LLC
WBA Shields Merger Sub, LLC
WBA UK 1 LLC
WBA UK 3 LLP
WBA US 1 Co.
WBA US 1 LLC
WBA US 10 LLC
WBA US 11, LLC
WBA US 12, LLC
WBA US 22 LLC
WBA US 23 LLC
WBA US 24 LLC
WBA US 25 LLC
WBA US 26 LLC
WBA US 27 LLC
WBA US 4 LLC
WBA US 5 LLC
WBA US 6 LLC
WBA US 7 LLC
WBA US 8 LLC
WBA US 9 LLC
WCAS Shields Holdings, LLC
WD Liquor, Inc.
Wedge Acquisition Company
Well Ventures, LLC
Weymouth Property, Inc .
WHI (PR Branch)
Whole Health Management, LLC
Whole Health Medical Group, PC
WHP Health Initiatives, Inc.
Wilmot Retail, LLC
Worthmore Cosmetics And Vitamins Co.
WRA Partners, LLC
WVC Investments LLC

JOINT DECL. EXHIBIT E

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**EXPERT REPORT OF PROFESSOR MEREDITH ROSENTHAL REGARDING
ALLOCATION OF SETTLEMENT PROCEEDS**

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I. EXECUTIVE SUMMARY

1. I have been asked by Class Counsel for the Third-Party Payor (“TPP”) plaintiffs in this matter to propose a method of allocation for the Settlement with Cencora, Inc. (f/k/a AmerisourceBergen Drug Company), Cardinal Health, Inc., and McKesson Corporation (hereafter, “Settling Distributors” or “Defendants”). I understand that the Settlement is intended to compensate TPPs for overcharges related to the alleged involvement of the Settling Distributors in failing to uphold their legal obligations on the distribution of opioids. In this report, I describe an allocation method that relies on data reasonably available to TPPs and reflects the impact of Defendants’ alleged misconduct. In particular, the proposed allocation takes as its point of departure either: (1) the total dollar value of opioid claims and of medical treatment for enrollees with opioid use disorder (“OUD”); or (2) the number of enrollees or beneficiaries covered by the TPP, with adjustments to reflect the disproportionate impact of Defendants’ conduct in specific states that were most vulnerable to opioid overuse.

2. Based on similar allocation approaches in other opioid matters and adapting methods developed in the academic literature, I propose and demonstrate the use of an allocation method that is feasible given data constraints faced by class members, that relies on methods used by economists to estimate impacts of opioid marketing and increased supply, and that ensures that TPPs that were impacted more by the alleged misconduct receive a larger share of the Settlement. In addition to proposing two alternate approaches to calculating allocation shares for TPPs with and without claims data, respectively, I have also described how these methods could be applied for plaintiffs that cover only prescription drugs or medical care, but not both. Because the class period (1996-2024) covers periods where most TPPs would not have access to complete claims data, I also propose an allocation methodology for years where claims data are missing.

3. I reserve the right to update my analyses and conclusions if additional information becomes available.

II. QUALIFICATIONS

4. My name is Meredith B. Rosenthal. I am the C. Boyden Gray Professor of Health Economics and Policy at the Harvard T.H. Chan School of Public Health and an Academic Affiliate of Greylock McKinnon Associates (“GMA”), a consulting and litigation support firm. My principal research interests concern the economics of the health care industry, including pharmaceuticals.

5. At Harvard, I have taught undergraduate-, Masters-, and Ph.D.-level health economics and health policy courses. I have conducted research on a wide variety of health economics topics, with a focus on the financing and organization of the U.S. health care system. Specific topics that I have studied include the effect of payment incentives on provider behavior,¹ payment and delivery system reform,² and advertising of prescription drugs.³ I have published more than 170 peer-reviewed journal articles, essays, and book chapters.

6. Since 1996, I have worked through GMA as an expert in health economics on litigation in health care markets and in the pharmaceutical industry. I have submitted written and oral testimony in litigation regarding allegations of foreclosure of generic entry, improper marketing of opioids in the National Opioid Litigation, fraudulent use of list prices, anticompetitive contracting, and violations of the false claims act. In addition, I have presented written testimony directly related to the allocation of the class settlement between TPPs and defendants in *In re*:

¹ M. Rosenthal, “Risk Sharing and the Supply of Mental Health Services,” *Journal of Health Economics*, 19(6), November 2000, pp. 1047-65; M. Rosenthal, *et al.*, “From Concept to Practice: Early Experience with Pay-for-Performance,” *Journal of the American Medical Association*, 294(14), October 2005, pp. 1788-93; M. Rosenthal, *et al.*, “Impact of Financial Incentives for Prenatal Care on Birth Outcomes and Spending,” *Health Services Research*, 44(5), Part 1, October 2009, pp. 1465-79.

² M. Rosenthal, “Beyond Pay for Performance – Emerging Models of Provider-Payment Reform,” *New England Journal of Medicine*, 359(12), September 2008, pp. 1197-1200; M. Rosenthal, *et al.*, “Effect of a Multipayer Patient-Centered Medical Home on Health Care Utilization and Quality: The Rhode Island Chronic Care Sustainability Initiative Pilot Program,” *JAMA Internal Medicine*, September 2013, pp. 1907-13; S. Edwards, M. Abrams, M. Rosenthal, *et al.*, “Structuring Payment to Medical Homes After the Affordable Care Act,” *Journal of General Internal Medicine*, 2014, pp. 1410-13.

³ M. Rosenthal, *et al.*, “Promotion of Prescription Drugs to Consumers,” *The New England Journal of Medicine*, 346(7), February 2002, pp. 498-505; M. Rosenthal, *et al.*, “Demand Effects of Recent Changes in Prescription Drug Promotion,” *Forum for Health Economics & Policy*, 6(1), January 2003, pp. 1-26; M. Mello, M. Rosenthal, and P. Neumann, “Direct-to-Consumer Advertising and Shared Liability for Pharmaceutical Manufacturers,” *Journal of the American Medical Association*, 289(4), January 2003, pp. 477-81; J. Donohue, *et al.*, “Effects of Pharmaceutical Promotion on Adherence to the Treatment Guidelines for Depression,” *Medical Care*, 42(12), December 2004, pp. 1176-85.

McKinsey & Co., Inc. National Prescription Opiate Consultant Litig., No. 21-md-02996-CRB (SK) (N.D. Cal.).

7. I received an A.B. in International Relations from Brown University in 1990 and a Ph.D. in Health Policy (Economics Track) from Harvard University in 1998. A more complete description of my qualifications is found in my *Curriculum Vitae*, which is included as Attachment A to this report. Attachment A also includes a list of my testimony in the past four years and a list of my publications. Attachment B is a listing of the materials I relied upon in forming the opinions included in this report. GMA is currently compensated at a rate of \$950 per hour for my time. I may also receive additional compensation from GMA based on staff billings in this matter. Neither my nor GMA's compensation in this matter is contingent upon the outcome of this litigation. Should additional materials become available after the submission of this report and if asked to do so by counsel or the Court, I reserve the right to update my analysis.

III. INTRODUCTION

8. Since 2017, more than 150 lawsuits have been brought by TPPs against Defendants, some as individual cases and others on behalf of TPP classes. The complaints allege that the Settling Distributors participated with opioid manufacturers and others in the misconduct that increased demand and flooded the market with prescription opioids. Settling Distributors are alleged to have willfully disregarded their legal duties regarding monitoring and controlling opioid diversion, leading to oversupply of opioids and the opioid epidemic that continues to this day. TPPs were (and continue to be) affected by the alleged misconduct as they pay for pharmaceuticals for their enrollees, including opioids and other prescription drugs, and medical care, including treatments for opioid use disorder and its complications.

9. The proposed settlement class definition for the TPP class is as follows:

All entities that, during the time period from January 1, 1996, to the date of entry of the Preliminary Approval Order:

- (i) paid and/or were reimbursed for opioid prescription drugs manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Opioid Supply Chain Members for purposes other than resale; and/or

- (ii) paid or incurred costs for treatment related to the misuse, addiction, and/or overdose of opioid drugs, on behalf of individual beneficiaries, insureds, and/or members.
- (iii) For clarity, included in the class are: (a) private contractors of Federal Health Employee Benefits plans, (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804, (c) managed Medicaid plans, (d) plans operating under Medicare Part C and/or D, and (e) Taft-Hartley plans.

Excluded from the class are:

- (i) (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Distributors, (b) Pharmacy Benefit Managers (“PBMs”), (c) consumers, (d) fully insured plan sponsors, and (e) Excluded Insurers, including all related entities as listed in the definition of Excluded Insurers. For the avoidance of doubt, (i) entities that are administered or operated, but not owned, by an Excluded Insurer and (ii) entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are an Excluded Insurer or are otherwise excluded; and
- (ii) (a) the Settling Distributors and their subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of any Settling Distributor, and the immediate family members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or parallel to MDL No. 2804.

10. In the remainder of this report, I describe my approach to allocation, which builds on methods first used in peer-reviewed studies in economics and health policy.

IV. PROPOSED METHOD OF ALLOCATION

11. Conceptually, a fixed settlement to compensate TPPs for overcharges related to the alleged harms should be allocated in a way that reflects the relative burden borne by individual TPPs. This relative burden can be approximated by comparing TPPs’ estimated spending on

opioids with the health care sequelae of opioid addiction (e.g., emergency department visits for opioid overdose). In the following two sections, I describe two alternative methods for estimating opioid-related spending: (1) for those TPPs with claims data (i.e., electronic records of individual claims payment transactions for opioid-related services), and (2) for those TPPs without claims data.

A. Claims-based Approach

TPPs with Complete Claims Data for the Class Period

12. The first method of estimating opioid-related spending uses class member claims data for the damage period. These data can be tabulated to construct the two component estimates of opioid-related spending: (1) spending on prescription opioids, including medications for opioid use disorder and (2) the excess health care spending for people with OUD covered by the plan.

13. For the first part of the calculation, TPPs will begin by identifying the relevant claims for opioids based on drug names or National Drug Classification numbers (“NDCs”). TPP paid amounts (the amounts paid to pharmacies by the TPP after the consumer share has been netted out of the total transaction price) will be summed over all relevant claims.

14. For the second part of the calculation, TPPs will count the number of enrollee-years (e.g., if there are ten people per year with OUD in each of five years, that would be 50 OUD person-years) with OUD during the class period and multiply this number by a published estimate of the excess cost of OUD. Patients with OUD should be identified by the presence of a diagnosis code on any medical claim associated with OUD in the year of interest. That is, TPPs should count the unique number of members with any OUD diagnosis in each year and sum these for the number of enrollee-years with OUD.

15. The excess cost of OUD is estimated by researchers by identifying populations as similar as possible except for the presence of a diagnosis of OUD and comparing their annual spending. Davenport, et al. published a report through the Society of Actuaries in 2019 that estimated the medical cost of OUD (excluding prescription drugs, which are separately tabulated as described

above) to be approximately \$19,118 for patients with OUD in 2015 and 2016.⁴ I adjust this figure by the Medical Care Consumer Price Index (MC-CPI) to generate the medical cost of OUD for the full class period of 1996 – 2024.⁵

16. TPPs prescription opioid expenditures and OUD expenditures will then be summed up and reported at the state level.

TPPs with Incomplete Claims Data for the Class Period

17. There will be TPPs that can present some claims data but cannot present claims over the full period, especially during the earlier years of the class period. In this case, ARCOS⁶ data on total opioid MMEs can be combined with TPP data to estimate TPP expenditures for these years. Figure 1 below shows the trajectory of total MMEs in the United States from 1997 to 2023,⁷ calculated using ARCOS data.⁸ The percentage change in total MMEs and a measure of medical price inflation sold from one year to the next will be used to interpolate or extrapolate opioid spending for TPPs' with incomplete claims data.

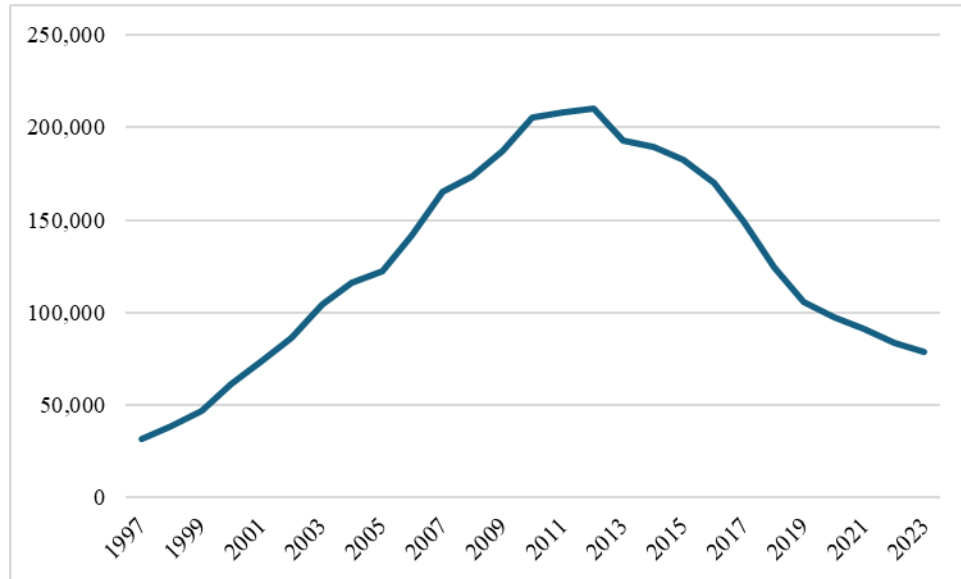
⁴ S. Davenport, *et al.*, "Economic Impact of Non-Medical Opioid Use in the United States," *Society of Actuaries*, October 2019, p. 15 (<https://www.soa.org/globalassets/assets/files/resources/research-report/2019/econ-impact-non-medical-opioid-use.pdf>); Figure 8 details additional total spending of \$21,281 per patient with OUD when compared to non-OUD control patient, and net average prescription drug cost of \$2,163, additional spending total of patients diagnosed with OUD is \$19,118 (\$21,281 - \$2,163 = \$19,118).

⁵ Deflation calculation uses the U.S. Bureau of Labor Statistic's Medical Care Consumer Price Index for all Urban Consumers, seasonally adjusted; Series ID CUSR0000SAM.

⁶ ARCOS Retail Drug Summary Reports. Conversion of grams to MMEs is explained in footnote 16 below.

⁷ If the damage period ultimately includes part or all of 2024, it is my opinion that settlement shares calculated for the period through 2023 will be a reliable proxy for the longer time period.

⁸ Data is unavailable for 1996. Based on the small growth from 1997 to 1998 in total MMEs, I assume that MMEs in 1996 are the same as 1997.

Figure 1: Total MMEs (Millions), United States, 1997 – 2023⁹

18. The specific procedure to calculate expenditures in missing years relies on the closest year of data available for a given TPP. First, I estimate the MMEs for missing year using the following calculation:

$$Q Adj_t = Expenditures_i * \left(\frac{ARCOS MMEs_t}{ARCOS MMEs_i} \right) \quad 1$$

Where t represents the year with missing TPP data, and i represents the nearest year of available data.¹⁰ For example, a TPP missing data in 2010, but that has data for 2009 and 2011 would use their 2011 expenditures along with the 2011 ARCOS MMEs as the denominator, and the 2010 figure for the numerators.

19. Prices differ across years as well, however, so a price adjustment is needed to calculate (nominal) spending in the years for which claims data are missing. I again use the MC-CPI to adjust prices:

$$P Adj_t = Q Adj_t * \left(\frac{MC CPI_t}{MC CPI_i} \right) \quad 2$$

⁹ ARCOS Retail Drug Summary Reports. The 2000 ARCOS report includes hydrocodone and oxycodone only. I estimate MMEs for the year 2000 of other opioids by taking the average of 1999 and 2001.

¹⁰ When two years of available data are the same distance as the missing year, the claims administrator should use the latter of these.

Where $P Adj_t$ comes from equation 1 above, i represents the MC-CPI for the year of available data, and t is the MC-CPI for the year with missing data.

20. This method can be applied to multiple years of missing data. Table 1 below illustrates these calculations for the hypothetical example.¹¹ Suppose that a TPP incurred costs related to opioids on behalf of its beneficiaries, from 1997 – 2000, but only has access to claims data starting in 2000. This hypothetical TPP reported OUD expenditures (prescription opioid spending and excess health care costs for beneficiaries with OUD) totaling \$10 million in that year (row [A]). According to Figure 1, total MMEs in 1999 represent 76.3% of the 2000 figure, 1998 is 83.2% of 1999, and 1997 is 82.3% of 1998. These percentages, calculated based on aggregate shipments from ARCOS via Equation 1, give us “quantity adjustments” to translate actual 2000 spending data into estimates for 1999, 1998, and 1997 (row [C]). The price adjustment from Equation 2 results in the hypothetical TPP’s total expenditures, which become \$4.7, \$5.9, \$7.3 and \$10.0 million respectively (row [E]).

Table 1. Hypothetical Calculations of Opioid-related Spending for TPPs with Incomplete Claims (Figures in Millions)

Year	1997	1998	1999	2000
[A] TPP Expenditures (\$)	-	-	-	10.0
[B] ARCOS Total MMEs	32,006	38,867	46,690	61,195
[C] Quantity-adjusted Expenditures (\$)	5.2	6.4	7.6	10.0
[D] MC-CPI	239.1	246.8	255.1	266.0
[E] Price-adjusted Expenditures (\$)	4.7	5.9	7.3	10.0

B. Enrollment-based Approach

21. Some TPP class members may not have access to claims data at all, however. An alternative approach to allocation would instead focus on the size of the affected population, measured in the number of enrollees, and account for differential exposure to the challenged

¹¹ A full series of the ARCOS total MMEs and MC-CPI will be provided to the claims administrator to use for any missing years.

conduct. In my experience conducting academic research involving TPP data, enrollment data can often be found in reports and regulatory filings, even if electronic data are not available. Thus, an alternative method of estimating opioid-related spending for TPPs without claims data could use these enrollment data as the point of departure. My proposed alternative approach to estimating opioid-related spending from enrollment data is predicated on the fact that the impact of opioid manufacturers' marketing on TPPs is a function of: (1) the size of their covered populations over the class period (i.e., enrollment) and (2) their exposure to the harms caused by the challenged conduct and resulting oversupply. Following recent work exploring the impact of opioid marketing on downstream outcomes, I measure exposure as a function of the geographic location of enrollees given that the opioid epidemic disproportionately impacted states where conditions were favorable for overuse. Notably, while the economic literature that identifies the geographic correlates of the opioid epidemic focuses on the conduct of manufacturers (namely their marketing efforts), it follows that Defendants' alleged joint misconduct and failure to monitor and control opioid diversion impacted TPPs disproportionately in those areas most aggressively targeted by marketing.

Geographic Correlated of Opioid Oversupply

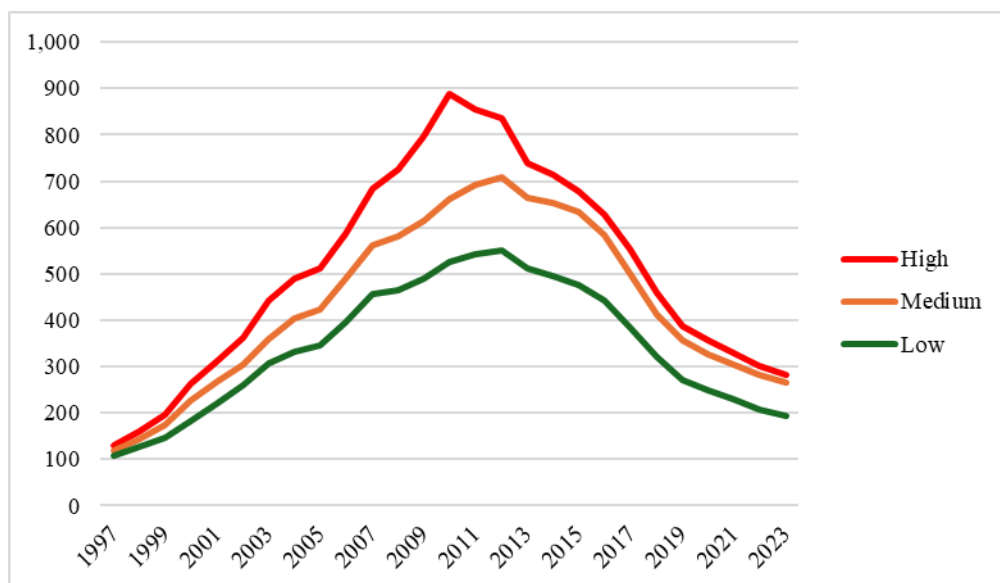
22. I develop the enrollment-based approach by adapting a methodology used by Dennett and Gonsalves (2023), which in turn was built on two earlier economics papers. Dennett and Gonsalves examine the impact of opioid marketing on long-term health outcomes associated with opioid use and addiction.¹² They combine insights from two previous papers (described below) that developed proxies for exposure to opioid marketing and showed that early targeting of states with certain characteristics caused differences in long-term opioid impacts including increased opioid-related health care utilization and spending. The proxies these authors use derive from internal information on Purdue's marketing strategies made public during litigation. First, researchers found that a state's use of triplicate prescription programs, a strict set of prescription drug monitoring policies, was a deterrent to opioid marketing because physicians in states with triplicate prescribing were less likely to use opioids.¹³ Second, other researchers

¹² J.M. Dennett and G.S. Gonsalves, "Early OxyContin Marketing Linked to Long-Term Spread of Infectious Diseases Associated with Injection Drug Use," *Health Affairs*, 42(8), 2023, pp. 1081-90.

¹³ A. Alpert, *et al.*, "Origins of The Opioid Crisis and Its Enduring Impacts," *Quarterly Journal of Economics*, 2022, 137(2), pp.1139-79.

found that cancer mortality was a predictor of opioid marketing because these drugs were initially indicated for cancer-related pain.¹⁴ Dennett and Gonsalves combine both proxies to categorize states as low, middle, and high-exposure to opioid marketing. In their primary analysis and a series of robustness checks, they demonstrate that these categories are strong predictors of the long-term consequences of opioid marketing and independent of their dependent variables. Notably, in supplemental analyses, Dennett and Gonsalves demonstrate that their exposure variables are associated with trends in opioid shipments (wholesale quantities).¹⁵ These results corroborate the assumption that the same factors that encouraged unlawful marketing of opioids were also predictive of distributor oversupply of opioids. I replicated this analysis using Drug Enforcement Agency data in Figure 2 below. Figure 2 charts the average milligrams of morphine equivalents (MMEs) per capita for states categorized as low, medium, and high exposure, respectively. As expected, there is a clear difference in the levels of MMEs supplied to states in the three exposure groups.

Figure 2: Average Opioid MMEs per Capita, by State Exposure Level, 1997 – 2023¹⁶



¹⁴ C. Arteaga and V. Barone, “A Manufactured Tragedy: The Origins and Deep Ripples of The Opioid Epidemic,” Working Paper, October 10, 2023 (https://viquibarone.github.io/baronevictoria/Opioids_ArteagaBarone.pdf).

¹⁵ Dennett and Gonsalves, *op. cit.*, Supplemental Appendix, Figure S2.

¹⁶ As per Dennett and Gonsalves, Appendix A, opioids included in this chart are those that are consistently reported in ARCOS data over the period: codeine, fentanyl base, hydrocodone, hydromorphone, meperidine, and morphine. The ARCOS report in 2000 includes only hydrocodone and oxycodone. I have estimated missing drug MMEs for the year 2000 by taking the average of 1999 and 2001. I use the gram to MME conversion factors used by Dennett and Gonsalves, Appendix A.

23. Based on the insights from this research, I propose the following approach to estimating opioid-related spending for TPPs that cannot access their own claims data. First, the claims administrator will request that TPPs with claims data report their prescription drug spending and enrollee-years with OUD by state as discussed in section IV.A above. These TPPs will also be required to report their current enrollment by state, based on electronic data that are available for claims adjudication.¹⁷ Second, after calculating total opioid-related spending for each TPP using the claims approach, the claims administrator will calculate an average dollar amount of opioid-related spending per enrollee per year, separately for enrollees in low, middle and high exposure states to reflect the differing impact of the misconduct in these areas. The average opioid-related spending per enrollee per year (for each subgroup of states) for TPPs using the enrollment approach is to be estimated as follows: total estimated opioid-related spending TPPs in the claims-based approach for 1996 - 2023, divided by the product of 28 (the number of years that those spending figures reflect) and the sum of reported current enrollment for TPPs that are also reporting claims-based information.

24. Estimated spending on opioid-related expenses for TPPs that are only able to report enrollment will then be calculated as: the sum of (1) the number of enrollees in low-exposure states multiplied by the average opioid-related spending per enrollee per year in low-exposure states, (2) the number of enrollees in middle-exposure states multiplied by the average opioid-related spending per enrollee in middle-exposure states, and (3) the number of enrollees in high-exposure states multiplied by the average opioid-related spending per enrollee in high-exposure states.

25. To illustrate, imagine the following hypothetical. First, the claims administrator calculates total opioid-related spending and current enrollment for class members that are able to tabulate their claims based on the approach described above. These hypothetical amounts are shown in the first two rows of Table 2 below. The claims administrator then uses the enrollment by state data from these same class members (those that reported claims-based estimates of opioids and enrollee-years with OUD) to calculate the average dollar value of claims per enrollee

¹⁷ While current enrollment must be available to TPPs to adjudicate claims, these data are continuously updated as members enroll, disenroll, and change plans. Because not all TPPs save annual snapshots of this continuously changing eligibility record, I propose that the claim form request only a current enrollment snapshot, by state.

per year (dividing total claims by 28 – the number of years in the damage period – and the reported total enrollment) in low, middle, and high exposure states. These (hypothetical) amounts are shown in the last row of Table 2.

26. The dollar amounts used for allocation for members without claims data can then be calculated by multiplying the number of enrollee-years for each exposure category by the respective dollar value of claims per enrollee per year for the exposure category. These amounts would be summed for each TPP.

Table 2. Hypothetical Calculations of Opioid-related Spending per Enrollee-year for TPPs Without Claims Data

	Low exposure	Middle exposure	High exposure
Total Opioid-related Spending for TPPs with Claims Data from 1996 - 2023	\$100,000,000	\$200,000,000	\$800,000,000
Current Enrollment for TPPs With Claims Data	50,000	40,000	100,000
Opioid-Related Spending Per Enrollee-Year	\$71.42	\$ 178.57	\$285.71

C. Calculating Shares for TPPs that Cover Only Prescription Drugs or Only Medical Care

27. Some TPP class members were only financially responsible for either prescription drug spending or medical care, but not both, during the class period. The claims-based methodology proposed above is readily adaptable to TPPs that only covered one of prescription drugs or medical care because there are separate calculations proposed for each, which are then combined to estimate total opioid-related spending. For TPPs with enrollment data only, the claims administrator can separately compute opioid-related prescription drug or OUD-associated medical spending per enrollee by state and apply these component measures to the reported enrollment data.

D. Conclusion

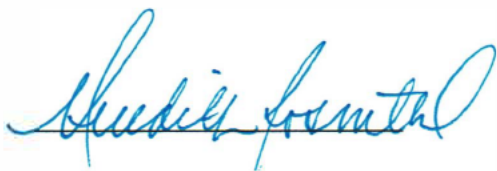
28. For each class member that files a valid claim form, their share of the Settlement will be calculated as the sum of their total prescription opioid spending and total excess spending for enrollees with OUD estimated using one of the two methods described above, divided by the total estimated opioid-related spending for all class members that make a valid settlement claim (or have one made on their behalf). Table 3 below provides a hypothetical example if only three TPPs submitted valid claims to the Settlement. Each TPP's share of the settlement is their total opioid spending divided by the total opioid spending for all TPPs that submitted claims (here, \$440 million in total).

Table 3. Hypothetical Share of Total Settlement for All TPPs

	TPP 1	TPP 2	TPP 3
Total Prescription Opioid Spending	\$50,000,000	\$30,000,000	\$60,000,000
Total Excess Spending on OUD	\$100,000,000	\$80,000,000	\$120,000,000
Total Opioid-related Spending	\$150,000,000	\$110,000,000	\$180,000,000
Share of settlement	34%	25%	41%

29. In my opinion, the allocation approach I propose above is economically reasonable because it either directly reflects the dollar amount of opioid-related spending borne by each class member or indirectly captures this amount based on evidence of the disproportionate geographic impact of Defendants' alleged conduct.

30. Based on my expertise in health economics, experience working with industry data, and knowledge of this matter, I conclude that this two-part method offers a feasible and fair approach to settlement allocation in this matter.



Meredith Rosenthal, Ph.D.
August 26, 2024

ATTACHMENT A

CURRICULUM VITAE

Date: June 2024

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ADDRESS: Harvard T. H. Chan School of Public Health
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BIRTHPLACE: Boston, Massachusetts

EDUCATION:

1998 Health Policy (Economics track), Ph.D., Harvard University
1990 International Relations (Commerce), A.B., Brown University

ACADEMIC APPOINTMENTS:

2011-present C. Boyden Gray Professor of Health Economics and Policy
Department of Health Policy and Management
Harvard School of Public Health
2006-2011 Associate Professor of Health Economics and Policy
Department of Health Policy and Management
Harvard School of Public Health
1998-2006 Assistant Professor of Health Economics and Policy
Department of Health Policy and Management
Harvard School of Public Health

ADMINISTRATIVE APPOINTMENTS:

2017-2018 Senior Associate Dean for Academic Affairs
Harvard T. H. Chan School of Public Health
2013-2017 Associate Dean for Diversity
Harvard T. H. Chan School of Public Health
2019-2023 Faculty Chair, Advanced Leadership Initiative
Harvard University

PROFESSIONAL SOCIETIES:

2014-present Elected Member, National Academy of Medicine (Institute of Medicine)
2004-present American Society of Health Economists
2000-present International Health Economics Association
1995-present AcademyHealth
Planning Committee for 2008 Annual Research Meeting

OTHER PROFESSIONAL EXPERIENCE:

1996-present Academic Affiliate, Greylock McKinnon Associates
1993-1994 Analyst, Health Economics Research, Inc./The Center for Health Economics Research
1990-1993 Consultant, Price Waterhouse, Tax Economics Department

SERVICE:

2016-present	Member, Massachusetts Center for Health Information and Analysis Oversight Council
2013-2017	Board Chair, Massachusetts Health Quality Partners
2007-2016	Member, Massachusetts Public Health Council
2005	Expert Testimony, House Committee on Education and Workforce, House Subcommittee on Employer-Employee Relations, Hearing on Examining Pay-for-Performance Measures and Other Trends in Employer-Sponsored Health Care
2003	Expert Testimony, Senate Special Committee on Aging, Hearing on Direct to Consumer Advertising of Prescription Drugs: Exploring the Consequences
2001	Chair, Massachusetts Special Commission on Physician Compensation

HONORS AND DISTINCTIONS:

2016	AcademyHealth Paper of the Year Award
2016	Harvard TH Chan School of Public Health Student Mentoring Award
2015	Harvard TH Chan School of Public Health Advancement of Women Faculty Mentoring Award
2014	Harvard School of Public Health Junior Faculty Mentoring Award
2011	Harvard School of Public Health Teaching Citation
2010	Academy of Management Best Theory to Practice Paper in Health Care Management
2006	Alfred P. Sloan Foundation Industry Studies Fellowship
2003	Labelle Lectureship in Health Policy, McMaster University

MAJOR ADMINISTRATIVE RESPONSIBILITIES:

2016-2018	University President's Task Force on Inclusion and Belonging
2012-2014	Harvard School of Public Health Faculty Council, Vice-Chair (2012)
2007-2014	Harvard School of Public Health Committee on Admissions and Degrees, Chair (2010)
2007	Co-Chair, Harvard School of Public Health Child Care Task Force
2006-2011	Harvard School of Public Health Committee on the Concerns of Women Faculty
2000-present	Executive Committee on Higher Degrees in Health Policy, Harvard University
1999-present	Admissions Committee, Ph.D. Program in Health Policy, Harvard University

EDITORIAL ACTIVITIES:

1997-present Referee: *Journal of Health Economics, Inquiry, Health Services Research, Health Affairs, Journal of the American Medical Association, New England Journal of Medicine, and others*

2012-2015 Member, *New England Journal of Medicine*, Perspective Advisory Board

2008-2014 Associate Editor, Medical Care, Research and Review

1997-1998 Assistant Editor, Evidence-based Health Policy and Management

MAJOR RESEARCH INTERESTS:

1. Market-oriented health policy
2. Physician payment incentives
3. Consumerism and consumer-directed health plans
4. Economics of the pharmaceutical industry

RESEARCH SUPPORT:

Past Funding:

2015-2021 Accelerating the Use of Evidence-based Innovations in Healthcare Systems, AHRQ, *Principal Investigator*

2016-2021 Identifying Cascades of Low-Value Care and the Organizational Practices that Prevent Them, AHRQ, *Co-Investigator*

2016-2018 Generic Drug Pricing: Actionable Research for Policy, Commonwealth Fund, Principal Investigator

2015-2017 Improving the Value of Health Care Choices, Arnold Foundation, *Principal Investigator*

2012-2017 Optimizing Ambulatory Patient Safety in Partnership with Primary Care Transformation, HMS Gift/CRICO, *Co-Principal Investigator*

2016-2017 Physician Payment in ACOs, Arnold Foundation, *Principal Investigator*

2013-2015 Understanding the Use and Impact of Price Data in Health Care, RWJF, *Co- Investigator*

2013-2015 Impact of Price Transparency Tools on Consumer Behavior, RWJF, *Co- Investigator*

2013-2015 Getting the Complete Picture: What Does the Body of Research on the Patient-Centered Medical Home Really Tell Us? CMWF, *Principal Investigator*

2013-2015 Prevalence and Variation in Over-Use of Health Services in Commercially Insured Patients, Peter G. Peterson Foundation, *Principal Investigator*

2013-2015 Measuring Overuse of Health Care: Are Providers and Patients ‘Choosing Wisely’?, CMWF, *Co-investigator*

2013-2014 Prevalence and Variation in Over-Use of Health Services in Medicare: Choosing Wisely, RWJF, *Co-investigator*

2012-2015	Evaluating Sequential Strategies to Reduce Readmission in Diverse Populations, AHRQ, <i>Co-investigator</i>
2010-2014	Factors Associated with Effective Implementation of a Surgical Safety Checklist, AHRQ (R18), <i>Co-investigator</i>
2010-2014	A Randomized Trial of Behavioral Economic Interventions to Reduce CVD Risk, NIA (RC4), <i>Co-investigator</i>
2008-2010	Rewarding Quality Diabetes Management, RWJF/Hudson Health Plan, <i>Principal Investigator</i>
2008-2009	Effects of High-Deductible Health Plans on Families with Chronic Conditions, RWJF/Harvard Pilgrim Healthcare Plan, <i>Co-Investigator</i>
2008-2008	Implications of Value-Based Purchasing for Health Disparities: A Synthesis of the Evidence, Office of Minority Health, Department of Health & Human Services, <i>Principal Investigator</i>
2008-2008	Payment Reform Opportunities for Medicaid Programs, University of Pittsburgh, <i>Principal Investigator</i>
2007-2009	Changes in Health Care Financing and Organization: How does Fragmentation of Care Contribute to the Costs of Care? RWJF/HCFO, <i>Co-investigator</i>
2006-2008	Evaluating the Impact of a Novel Pay for Performance Program in a Medicaid Managed Care Plan, The Commonwealth Fund, <i>Principal Investigator</i>
2006-2008	Sloan Industry Studies Fellowship for Meredith Rosenthal, Alfred P. Sloan Foundation, <i>Principal Investigator</i>
2005-2008	Incentive Formularies and the Costs and Quality of Care, Agency for Healthcare Research and Quality, <i>Co-investigator</i>
2005-2007	Strategies to Improve the Value of Health Benefit Spending for Low-Wage Workers, The Commonwealth Fund, <i>Principal Investigator</i>
2005-2007	Uptake and Impact of Health Risk Appraisals, RWJ Health Care Financing and Organization Initiative, <i>Principal Investigator</i>
2003-2007	The Patterns and Impact of Value Based Purchasing, Agency for Healthcare Research and Quality, <i>Co-investigator</i>
2002-2007	Coverage, Organization of Care, and Colorectal Screening, National Institutes of Health, <i>Co-investigator</i>

Current Funding

2019-2022 Price, Spending and Utilization Impacts of Vertical Integration in Massachusetts, Laura and John Arnold Foundation

2018-2022 Generic cancer drugs: pricing and affordability, American Cancer Society

In this study there will be extensive conducting of empirical research using pharmaceutical data and analyzing economic and policy issues related to health care cost control.

Role: Co-Investigator

TEACHING EXPERIENCE

2021-present Health Policy 2000: Core Course for the PhD Program in Health Policy

2016-present Health Policy and Management 260: Health Economics with Applications to Global Health Policy

2003-present Health Policy and Management 209: Economics for Health Policy

2013-2014 Global Health and Health Policy 50 (Harvard College): The Quality of Care in the United States

1999-2001 Health Policy and Management 507: Mental Health Economics and Policy in the United States

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Meredith Rosenthal

Recent Testimony (July 2020 - July 2024)

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United States of America ex rel. Yoash Gohil v. Sanofi-Aventis U.S. Inc., et al., United States District Court for the Eastern District of Pennsylvania, No. 2-c-2964.

United States of America, et. al., ex rel. Michael Bawduniak, and Fernando Villegas v. Biogen Idec Inc., United States District Court for the District of Massachusetts, Nos. 12-10601-IT and 14-10420-IT.

In re: Avandia Marketing, Sales Practices and Products Liability Litigation, United States District Court for the Eastern District of Pennsylvania, MDL No. 1871, Case No. 07-MD-1871.

Government Employees Health Association v. Actelion Pharmaceuticals LTD., et al., United States District Court for the District of Maryland, Case No. 18-cv-3560-GLR.

In re Seroquel XR Antitrust Litigation, United States District Court for the District of Delaware, Case No. 20-1076-CFC.

In re Actos Direct Purchaser Antitrust Litigation, United States District Court for the Southern District of New York, Case No. 1:15-cv-03278-RA-SDA.

In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation, United States District Court for the Northern District of California, Case no: 21-md-02996-CRB (SK).

ATTACHMENT B

ATTACHMENT B: Materials Relied Upon

Other Documents

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JOINT DECL. EXHIBIT F

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

NOTICE OF CLASS ACTION SETTLEMENTS

If you are a Third-Party Payor that paid or reimbursed costs for prescription opioids or paid or incurred costs for treatment related to opioid misuse, addiction, and/or overdose, a class action lawsuit may affect your rights.

*This Notice is being provided by Order of the U.S. District Court.
It is not a solicitation from a lawyer. You are not being sued.*

A lawsuit is pending in the United States District Court for the Northern District of Ohio (the “Court”) where Third-Party Payor Plaintiffs claim that Defendants played a central role in the opioid crisis. They claim that to sell as many prescription opioids as possible, opioid drug manufacturers misrepresented the risks and safety of long-term prescription opioid use, drug distributors did not properly monitor or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. Defendants deny any wrongdoing.

Settlements have been reached with Allergan Finance, LLC, Teva Pharmaceuticals USA, Inc., Janssen, and certain affiliates (the “Settling Manufacturers”) and CVS, Walgreens, Walmart, and certain affiliates (the “Settling Pharmacies”) (together, the “Settling Defendants”). Collectively, these settlements for Third-Party Payors (“TPPs”) provide for a cash payment of \$180 million (the “Settlement”). The Settlements are subject to Court approval.

Your legal rights and options are explained below.

Plaintiffs will ask the Court to certify for Settlement the following “TPP Class”:

All entities that: (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale; and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to [Month 00, 2026].

For clarity, the Class includes but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans.

The following are excluded from the Class:

(a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendants; (b) Pharmacy Benefit Managers (“PBMs”); (c) consumers; (d) fully insured plan sponsors; (e) the Settling Defendants and their subsidiaries, affiliates,

and controlled persons; (f) officers, directors, agents, servants, or employees of any Settling Defendant and the immediate family members of any such persons; (g) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s); and (h) anyone that excluded themselves from the Class.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
CLAIM YOUR SHARE OF THE SETTLEMENT	If you are a member of the TPP Class and want to participate in the distribution of the Settlement Funds, you need to complete and return a Claim Form. 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 [Month 00, 2026]. If you previously submitted a claim in the prior TPP class settlement in MDL 2804 with Settling Distributors, then you may choose to rely on your previously submitted claim form.
EXCLUDE YOURSELF FROM THE TPP CLASS	This option allows you to exclude yourself from the TPP Class in one or more of these Settlements and instead file your own lawsuit against Settling Defendants that asserts claims related to the allegations or claims in this case. The exclusion deadline is [Month 00, 2026]. See Question 12.
OBJECT TO THE SETTLEMENTS OR SPEAK AT THE FAIRNESS HEARING	If you object to all or any part of the Settlements, request for attorneys' fees, reimbursement of expenses, or service awards to the Class Representatives, or desire to speak in person at the Fairness Hearing, you must file a written letter of objection and/or a notice of intention to speak with the Court by [Month 00, 2026]. See Question 17.

DO NOTHING	You will not participate in distribution of the Settlement Funds with the Settling Defendants, and you release your claims against the Settling Defendants and give up your rights to be part of any other lawsuit that asserts claims related to the allegations or claims against the Settling Defendants in this case. If there are future settlements or judgments with other Defendants, you will be notified about how to participate at that time.

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

PLEASE VISIT THE TPP CLASS SETTLEMENT WEBSITE ON AN ONGOING BASIS FOR IMPORTANT SETTLEMENT- AND CLAIMS-RELATED UPDATES, INFORMATION, AND FILINGS: [www.tppopioidsettlement.com].

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BASIC INFORMATION ABOUT THE LAWSUIT

1. **Why did I get this Notice?**

You received this Notice because you requested it or records show that you may be a member of the TPP Class. On **[Month 00, 2026]**, the Court granted preliminary approval to the Settlements and will decide at the Fairness Hearing whether to certify the TPP Class for those Settlements. The Settling Defendants deny any wrongdoing. You are not being sued. This Notice describes the lawsuit and the rights and options you have.

2. **What is the lawsuit about?**

Plaintiffs claim that Defendants played a central role in the opioid crisis. They claim that to sell as many prescription opioids as possible, manufacturers misrepresented the risks and safety of long-term prescription opioid use, distributors did not properly monitor or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes.

Plaintiffs claim that Defendants' conduct caused substantial, direct, and proximate harm to Third-Party Payor Plaintiffs. Because of the opioid crisis, TPPs claim they have wrongfully had to pay large costs for opioid prescriptions and opioid use disorder treatment.

Settling Defendants deny these claims and that they did anything wrong. The litigation is proceeding, and, at this point, the Court has not decided who is right.

3. **Who are the Settling Defendants?**

The Settling Manufacturers are Teva Pharmaceuticals USA, Inc., Teva Pharmaceutical Industries Ltd., Cephalon, Inc., Watson Laboratories, Inc., Warner Chilcott Company, LLC, Actavis Pharma, Inc., Actavis South Atlantic LLC, Actavis Elizabeth LLC, Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis LLC, Actavis Kadian LLC, Actavis Laboratories UT, Inc., and Actavis Laboratories FL, Inc. ("Teva"); Allergan Finance, LLC; Allergan Limited, Allergan Sales, LLC, and Allergan USA, Inc. ("Allergan"); and Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen

Pharmaceuticals, Inc. (n/k/a Janssen Pharmaceuticals, Inc.), and Janssen Pharmaceutica (“Janssen”).

The Settling Pharmacies are CVS Indiana, LLC, CVS RX Services, Inc., CVS TN Distribution, LLC, CVS Orlando Florida Distribution, LLC, and CVS Pharmacy Inc., Oklahoma CVS Pharmacy, L.L.C. (“CVS”); Walgreen Co. and Walgreen Eastern Co., Inc. (“Walgreens”); and Walmart Inc. f/k/a Wal-Mart Stores, Inc., and Wal-Mart Stores East, LP (“Walmart”).

4. What is the current status of the lawsuit?

The lawsuit is currently pending in the United States District Court for the Northern District of Ohio before United States District Judge Dan A. Polster. The case name and number are *In Re: National Prescription Opiate Litigation*, No. 1:17-md-2804. Third-Party Payor Plaintiffs have reached Settlement Agreements with the Settling Defendants where the Settling Defendants will pay a total of \$180 million, as set forth in the Settlement Agreements, if the Court approves the Settlement. If the Court approves this Settlement, it will resolve the claims against the Settling Defendants.

5. What is a class action, and who is involved?

In class actions, one or more people (or businesses) called the “class representatives” sue on behalf of themselves and other people with similar claims in the specific class action. All of these people together are the “class” or “class members.” In a class action, one court may resolve the issues for all class members, except for those who exclude themselves from the class.

DETERMINING IF YOU ARE A MEMBER OF THE TPP CLASS

6. I am a Third-Party Payor that has purchased or reimbursed costs of prescription opioids, or paid or reimbursed for opioid-related treatment; how do I know if I am a member of the TPP Class?

As a **Third-Party Payor**, you may be a member of the TPP Class if you are included in the definitions below:

Third-Party Payors generally include health insurance companies, third-party administrators, health maintenance organizations, 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.

Third-Party Payors also generally include 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 or reimbursed costs of prescription opioids or paid or reimbursed for opioid-related treatment for consumption by its members, employees, insureds, participants, or beneficiaries.

In this case, you are in the TPP Class if you are an entity that: (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any

of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale; and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to **[Month 00, 2026]**.

The TPP Class includes: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans.

The TPP Class does not include: (a) federal governmental entities and state and local governmental entities; (b) PBMs; (c) consumers; (d) fully insured plan sponsors; (e) the Settling Defendants and their subsidiaries, affiliates, and controlled persons, their officers, directors, agents, servants, or employees, and the immediate family members of any such persons; (f) persons and entities named as Defendants in any of the Actions coordinated under or parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s); and (g) anyone that excluded themselves from the TPP Class.

If you are not sure whether you are included in the TPP Class, you may call **1-877-411-4860**, email info@tppopioidsettlement.com, write to In re National Prescription Opiate Litigation Settlement, c/o A.B. Data, Ltd., P.O. Box 173026, Milwaukee, WI 53217-8042, or contact the lawyers in this case at the telephone numbers or addresses listed in Question 18 below. The full TPP Class definition and lists of some entities known to be in the TPP Class can also be found in the Settlement Agreement posted on the Settlement website at **www.tppopioidsettlement.com**.

7. What do the Settlements provide?

The Settlement Funds, if approved by the Court, will total \$180 million.

Settling Manufacturer Defendant	Settlement Amount
Allergan	\$10 million
Janssen	\$40 million
Teva	\$45 million
Settling Pharmacies	\$85 million
Total	\$180 million

Any interest earned will be added to the Settlement Funds. After deduction of attorneys' fees, reimbursement of litigation expenses, service awards to the Class Representatives, and notice and claims administration costs, as approved by the Court, the remaining Settlement Funds will be available for distribution to members of the TPP Class that timely file valid claims.

More details about the Settlements are provided in the Settlement Agreements, available at **www.tppopioidsettlement.com**.

8. How does a TPP make a claim for its share of the Settlement Funds?

To make a claim for your share of the Settlements, you must complete and submit a valid Claim Form. You can obtain a Claim Form at www.tppopioidsettlement.com or by calling 1-877-411-4860. Claim Forms must be received (if submitted online) or postmarked (if mailed) by [Month 00, 2026].

9. How much money can a TPP receive?

At this time, it is unknown how much each eligible TPP Class Member that submits a valid claim will receive. Payments to qualified claimants will be calculated on a proportional (or *pro rata*) basis. The amount of your payment will be calculated based on the Proposed Plan of Allocation available at www.tppopioidsettlement.com.

10. When will the TPPs receive payment?

The Court must approve the Settlements, and any appeals of that decision must be resolved, before any money is distributed to TPP Class Members. The Notice and Claims Administrator must also complete processing of all the Claim Forms and determine distribution amounts. This process can take several months. Teva and two of the Settling Pharmacies are paying over a period of time, and that may impact the timing of distribution payments.

Defendant	Payment Schedule
Teva	First payment: No later than fourteen (14) calendar days after Teva's deadline to exercise its Walk Away Right. Second payment: March 1, 2028
Allergan	One payment: Within thirty (30) calendar days of the Effective Date.
Janssen	One payment: May 15, 2026
Settling Pharmacies (CVS, Walgreens, and Walmart)	First payment (CVS, Walgreens, and Walmart): Within thirty (30) calendar days of the Effective Date. Second payment (CVS and Walgreens only): Within twelve (12) months of the Effective Date.

11. What happens if there are funds remaining after distribution?

If there are any funds remaining after distribution is complete, those funds will be distributed as the Court orders. No remaining funds will be returned to the Defendants.

EXCLUSION PROCESS

12. What does it mean to request to be excluded from the Settlements?

If the TPP does not want to be part of the TPP Class in these Settlements, does not want to file a claim for a Settlement payment, and wants to keep its right to sue the Settling Defendants for the allegations in *In Re: National Prescription Opiate Litigation*, No. 1:17-md-2804, then it must take steps to remove itself. This is called excluding yourself, or “opting out.” If you exclude yourself, you may not make a claim for a Settlement payment described in this Notice, and you may pursue your own lawsuit.

13. What is the Exclusion Process?

Your decision to stay in, or exclude yourself from, the Settlements is an individual one that must be made, signed, and submitted by you or your representative who is expressly authorized to do so.

Third-Party Payors that want to be excluded from the TPP Class must submit a written request for exclusion to the Notice and Claims Administrator, Co-Lead Settlement Class Counsel, and Settling Defendants. Your request for exclusion must include:

- The title “Opt-Out Form;”
- The name and number of this case, *In Re: National Prescription Opiate Litigation*, No. 1:17-md-2804;
- Your name, address, telephone number, and email address (if available);
- A statement that, under penalty of perjury, you are a legally authorized representative of the TPP Class Member who has the authority to exclude this entity from the Settlement;
- The entity’s name, address, telephone number, and email address (if available);
- A statement or other proof showing that the entity would be a TPP Class Member if it does not exclude itself;
- A statement that the entity wishes to be excluded from the TPP Class;
- The complaint and docket number of any case in which entity is a plaintiff against the Settling Defendants related to the allegations in this litigation; and
- Your signature.

Signed exclusion requests must be received by the Notice and Claims Administrator at the following address no later than **[Month 00, 2026]**:

In re National Prescription Opiate Litigation
EXCLUSIONS
P.O. Box 173026
Milwaukee, WI 53217

A copy of the signed exclusion request must also be emailed to the Settlement Administrator, Co-Lead Settlement Class Counsel, and the Settling Defendants at the following email address no later than **[Month 00, 2026]**:

[A.B. Data Email Address]

A separate, signed exclusion request must be submitted by each Third-Party Payor choosing to be excluded from the TPP Class. Any Third-Party Payor included in the TPP Class that does not submit a valid request for exclusion providing all necessary information will be bound by the outcome of the case.

14. What is the legal significance of excluding myself?

If you exclude yourself, you will not be able to claim any of the Settlement Funds and will not be legally bound by the outcome of the case. You may be able to sue the Settling Defendants for the same conduct alleged in the lawsuit.

15. If I don't exclude myself, can I sue later?

No. If you do not exclude yourself (that is, if you remain in the TPP Class and are eligible to receive a distribution from the Settlement Funds), then you give up the right to sue the Settling Defendants for the claims in this case. You must exclude yourself from the TPP Class to be able to bring your own, separate lawsuit(s) against the Settling Defendants. Remember, the exclusion deadline is **[Month 00, 2026]**.

IF YOU DO NOTHING

16. What happens if I do nothing at all?

If you are a TPP Class Member and you do nothing, you will remain in the TPP Class and be bound by the decisions in this lawsuit and about the Settlements. However, if the Settlements are approved, then you may be able to participate in the Settlements as described in this Notice.

To participate in the Settlements and be eligible to receive a payment, you must complete, sign, and return the Claim Form before the claims filing deadline, **[Month 00, 2026]**. However, if you previously submitted a claim in the prior class settlement in MDL 2804 on behalf of a TPP Settlement Class with Settling Distributors, then you may choose to rely on your previously submitted claim form.

If there are future settlements or judgments with other Non-Settling Defendants, then you will be notified about how to participate at that time.

OBJECTIONS OR COMMENTS

17. How do I object to or comment on the Settlements?

If you are a member of the TPP Class as defined above, and if you did not request to be excluded, then you may object to any aspect of the Settlements, including the fairness of the Settlements, the Plan of Allocation, and/or the Class's requests for attorneys' fees and costs, reimbursement of expenses, or service awards to the Class Representatives.

To object to the Settlements, you (or your lawyer if you have one) must file a written objection with the Court and send the objection to the Notice and Claims Administrator,

Co-Lead Settlement Class Counsel, and Settling Defendants at the addresses listed below. You must submit your objection on or before **[Month 00, 2026]**.

Your objection must include:

- Your full name, address, telephone number, and email;
- The case name and number: *In Re: National Prescription Opiate Litigation*, No. 1:17-md-2804;
- A statement that you are objecting to one or more of the Settlements, Plan of Allocation, application for attorneys' fees and expenses, and/or application for service awards to Class Representatives;
- A statement describing your objection(s);
- Any legal support or evidence, such as documents, materials, papers, or briefs, you want the Court to consider;
- A statement saying whether your objection(s) relate(s) only to you, to part of the TPP Class, or to the entire TPP Class;
- Documents proving that you are a TPP Class Member;
- The name, address, telephone number, and email address (if available) of all attorneys representing you (if any);
- A list of all class actions to which you and the attorney(s) representing you (if any) have previously objected;
- A statement saying whether you and/or your attorney intend to appear at the Fairness Hearing;
- A statement confirming that you will submit to the jurisdiction of the Court and agree to follow all Court decisions, including about your objection, your request to be heard, and the Settlement; and
- Your signature.

You must submit your objection to the Court and to the Notice and Claims Administrator postmarked or filed by **[Month 00, 2026]**.

Clerk of Court	Notice and Claims Administrator
Office of the Clerk of Court U.S. District Court for the Northern District of Ohio, Eastern Division Carl B. Stokes U.S. Courthouse 801 West Superior Avenue Cleveland, OH 44113	In re National Prescription Opiate Litigation P.O. Box 173026 Milwaukee, WI 53217 info@tppopioidsettlement.com

You must also email a copy of your objection to the Settlement Administrator, Co-Lead Settlement Class Counsel, and Settling Defendants at the following address:

[A.B. Data Email Address]

A Fairness Hearing will be held on [Month 00, 2026, at 00:00 X.m.], as subject to change by the Court. If you would like to attend the Fairness Hearing, please monitor the Settlement website for information on how to attend and for information regarding any changes in time or date.

THE LAWYERS REPRESENTING YOU

18. As a member of the TPP Class, do I have a lawyer representing my interests in this litigation?

Yes. The Court has appointed lawyers to represent you and other TPP Class Members. These lawyers are called Co-Lead Settlement Class Counsel. You will not be charged individually for these lawyers. They will ask the Court to approve an award for attorneys' fees and expenses. The following lawyers represent the TPP Class:

Paul J. Geller
ROBBINS GELLER RUDMAN & DOWD LLP
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432
(561) 750-3000
Co-Lead Settlement Class Counsel

Elizabeth J. Cabraser
LIEFF CABRASER HEIMANN & BERNSTEIN LLP
275 Battery Street, Suite 2900
San Francisco, CA 94111
(415) 956-1000
Co-Lead Settlement Class Counsel

James R. Dugan, II
THE DUGAN LAW FIRM, APLC
One Canal Place – Suite 1000
365 Canal Street
New Orleans, LA 70130
(504) 648-0180
Co-Lead Settlement Class Counsel

19. How will the lawyers be compensated? Will the Class Representatives receive a service award?

Class Counsel may seek up to 20% of the Settlement Funds for reimbursement of their fees, in addition to reimbursement of expenses and service awards for the Class Representatives.

The Class Representatives are the Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County, and Municipal

Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

Any fees and expenses awarded to Class Counsel must be approved by the Court. Class Counsel will ask the Court to award \$50,000 for the four Class Representatives that are TPP Bellwether Plaintiffs, and a service award of \$10,000 for the three other Class Representatives. The application for attorneys' fees and expenses and service awards will be posted on the Settlement website.

20. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But you may attend at your expense. If you send an objection or comment, then you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also hire your own lawyer at your own expense to attend on your behalf, but you are not required to do so.

21. May I appear through my own lawyer?

You may appear through your own lawyer, pursuant to Federal Rule of Civil Procedure 23(c)(2). Every lawyer appearing in this case is subject to the Orders of the Court, and you may be responsible for paying your lawyer's fees. If you hire a lawyer to speak for you or appear in Court, then your lawyer must file a Notice of Appearance.

GETTING MORE INFORMATION

22. Where do I get more information?

Important information, including the Settlement Agreements, Plan of Allocation, Claim Form, Court Orders, and other important documents, dates, and deadlines are posted for your review on the Settlement website: **www.tppopioidsettlement.com**. **Please refer to the Settlement website for ongoing and updated information, or you can call the Notice and Claims Administrator toll-free at 1-877-411-4860.**

Complete copies of public pleadings, Court rulings, and other filings are also available for review and copying at the Clerk's office. The address is Carl B. Stokes U.S. Courthouse, 801 West Superior Avenue, Cleveland, OH 44113. Judge Dan A. Polster of the United States District Court for the Northern District of Ohio is overseeing the litigation. *Please do not contact the Court or Judge Polster.*

For more information, call the Notice and Claims Administrator at 1-877-411-4860, email info@tppopioidsettlement.com, or go to www.tppopioidsettlement.com.

DATED: MONTH 00, 2026

BY ORDER OF THE UNITED STATES DISTRICT
COURT NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

JOINT DECL. EXHIBIT G

LEGAL NOTICE

Third-Party Payors: If you paid or reimbursed costs for prescription opioids, or paid or incurred costs for treatment related to opioid misuse, addiction, and/or overdose,

You Could Get Money from a Settlement.

Allergan Finance, LLC, Janssen, Teva Pharmaceuticals USA, Inc., CVS, Walgreens, Walmart, and certain affiliated entities (the “Settling Defendants”) have agreed to settle a lawsuit that claims opioid drug manufacturers misrepresented the risks and safety of long-term prescription opioid use, distributors did not properly monitor or report suspicious orders, and pharmacies filled opioid prescriptions that were not written for legitimate medical purposes. Your rights may be affected by the proposed Settlements. The Settling Defendants deny any wrongdoing.

In re National Prescription Opiate Litigation
c/o A.B. Data, Ltd.
P.O. Box 173026
Milwaukee, WI 53217

Postmaster: Please DO NOT Cover Up Barcode

<<Barcode>>

<<Claim ID>>

<<Mailing Address>>

Am I included? You may be included if you are an entity that: (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale; and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to **[Month 00, 2026]**. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. The Third-Party Payor (TPP) Class excludes certain governmental entities, pharmacy benefit managers, consumers, and fully insured plan sponsors. A more detailed notice, including the full class definition and what entities are not included, is available at **www.tppopioidsettlement.com**.

What do the Settlements provide? Collectively, \$180 million in Settlement Funds will pay money to eligible TPP Class Members, notice and administration costs, attorneys' fees and expenses, and service awards to Class Representatives.

How can I get a payment? Submit a claim form online or by mail postmarked by **[Month 00, 2026]**. If your claim is valid, you will get money from the Settlement. If you filed a claim in the TPP class settlement with Settling Distributors, you may rely on that form. Detailed instructions and more information are available at **www.tppopioidsettlement.com**.

What are my rights? Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue any of the Settling Defendants, you must exclude yourself from the Settlement(s) by **[Month 00, 2026]**. If you do not exclude yourself, you may object by **[Month 00, 2026]**. The Court will hold a hearing on **[Month 00, 2026]** at **[00:00 a.m.]** to consider whether to approve the Settlements and a request for attorneys' fees not to exceed 20% of the Settlement Funds, litigation expenses, and service awards up to \$50,000 to the four Class Representatives that are TPP Bellwether Plaintiffs, and up to \$10,000 to the three other Class Representatives. You or your own lawyer may appear and speak at the hearing at your own expense. The Court may change deadlines or the hearing date and time. Check the Settlement website for updates.

For more information: **1-877-411-4860** or visit **www.tppopioidsettlement.com**

JOINT DECL. EXHIBIT H

United States District Court for the Northern District of Ohio
Eastern Division

IN RE: NATIONAL PRESCRIPTION OPIATE
LITIGATION

MDL 2804

Case No. 1:17-md-2804

INSTRUCTIONS FOR SUBMITTING YOUR CLAIM FORM

IMPORTANT: *If you filed a claim to participate in the previous TPP Class Settlement in this case, or if you filed a claim to participate in the TPP class settlement in *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*, then you do not have to complete the full claim form and submit supporting data again. Please simply complete Section A on page 2 and check a box in Section E on page 7 to rely on your previous claim filing.*

A Third-Party Payor (TPP) Class Member or an authorized agent for a TPP Class Member may complete this Claim Form. The Claims Administrator may request supporting documentation in addition to the documentation and information requested below. The Claims Administrator may reject a claim if the TPP Class Member or its authorized agent does not provide all requested documentation and information in a timely manner. If both a TPP Class Member and its authorized agent submit a Claim Form, the Claims Administrator will review both and determine which is controlling, as well as the amount of the Claim, giving consideration to the extent to which the claims overlap or supplement one another.

If you are a TPP Class Member submitting a Claim Form on your own behalf, you must provide the information requested in “**Section A – COMPANY OR HEALTH PLAN TPP CLASS MEMBER ONLY**,” in addition to the other information requested in this Claim Form.

If you are an **authorized agent** of one or more TPP Class Members, you must provide the information requested in “**Section B – AUTHORIZED AGENT ONLY**,” in addition to the other information requested in this Claim Form.

If you are submitting a Claim Form only as an authorized agent of two or more TPP Class Members, you may submit a separate Claim Form for each TPP Class Member OR you may submit a “Consolidated Claim” via a single Claim Form for all such TPP Class Members.

For those Consolidated Claims that are being submitted for multiple TPP Class Members, the filer shall provide **aggregate** information as directed in Sections C or D of this Claim Form, and submit along with this Claim Form a chart identifying the TPP Class Members included in the Consolidated Claim, as directed in Section B. For each TPP Class Member included in the Consolidated Claim, the chart shall provide: (i) the name of the TPP Class Member claimant and (ii) the TPP Class Member’s Federal Tax Identification Number (FEIN).

The “TPP Methodology NDCs” and “TPP Methodology ICD Codes” necessary to complete Section C are available at **www.TPPOpioidSettlement.com**.

To qualify to receive a payment from the Settlement, you must complete and submit this Claim Form either on paper or electronically on the Settlement website, **www.TPPOpioidSettlement.com**, and you may need to provide certain requested documentation to substantiate your Claim.

Your failure to complete and submit the Claim Form postmarked (if mailed) or received (if submitted online) on or before _____, **2026**, will prevent you from receiving any payment from the Settlement. Submission of this Claim Form does not ensure that you will share in the payments related to the Settlement. If the Claims Administrator rejects or reduces your Claim, you may invoke the dispute resolution process described on page 7.

No. 1:17-md-2804 (N.D. Ohio)

MUST BE POSTMARKED ON OR BEFORE, OR SUBMITTED ONLINE BY
_____, 2026

THIRD-PARTY PAYOR CLAIM FORM

Use Blue or Black Ink Only

ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF A THIRD-PARTY PAYOR (OR AN AUTHORIZED AGENT) AND NOT INDIVIDUAL CONSUMERS.

- Complete Section A only if you are filing as an individual TPP Class Member.
- Complete Section B only if you are an authorized agent filing on behalf of one or more TPP Class Members.

Section A: Company or Health Plan TPP Class Member Only

TPP Class Member Name

Contact Name

Care of (if applicable)

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Tax Identification Number (FEIN)

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used since January 1, 1996.

- ☐ Health Insurance Company/HMO ☐ Self-Insured Employee Health or Pharmacy Benefit Plan
- ☐ Self-Insured Health & Welfare Fund
- ☐ Other (Explain)

Section B: Authorized Agent Only

As an authorized agent, please check how your relationship with the TPP Class Member(s) is best described (you may be required to provide documentation demonstrating this relationship):

☐ Third-Party Administrator or Administrative Services Only Provider

☐ Pharmacy Benefit Manager

☐ Other (Explain):

Authorized Agent's Company Name

Contact Name

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every TPP Class Member (*i.e.*, Company or Health Plan) for whom you are submitting this Claim Form (attach additional sheets to this Claim Form as necessary). Alternatively, you may submit the requested list of TPP Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file. Contact the Claims Administrator to determine what formats are acceptable. Claim Forms submitted on behalf of two or more TPP Class Members are referred to as Consolidated Claims. In either case, the list shall be maintained as confidential by the Claims Administrator.

TPP CLASS MEMBER'S NAME

TPP CLASS MEMBER'S FEIN

Section C: TPP Claims Methodology 1 - Transactional Claims Data Available

Recognizing the difficulty of producing (claims or enrollment) data for the early part of the Class Period, we are asking for such data beginning only in 2008. TPP Class Members that are able to access pharmacy and medical transactional claims data from 2008-2024 must utilize the methodology outlined in this Section C to complete this Claim Form.

For the TPP Class Member(s) on whose behalf you are submitting this Claim Form, please provide the following information or utilize the forms for both individual and Consolidated Claims provided by the Claims Administrator at www.TPPOpioidSettlement.com.

- i. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify: the total dollar amount paid or reimbursed by the TPP Class Member(s) for the TPP Methodology NDCs from January 1, 2008 to September 3, 2024.
- ii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of member-years with an opioid use disorder (OUD) diagnosis based on the TPP Methodology ICD Codes from January 1, 2008 to September 3, 2024. Member-years with OUD diagnosis is the sum of the number of unique individuals with an OUD diagnosis within each year, totaled for the most recent 17 years of the damage period. (For example, if you had 10 people per year with OUD in each year for 5 years, that would equal 50 member-years with OUD diagnosis.)
- iii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of Covered Lives* as of January 1, 2024.
- iv. The TPP Claim amounts for TPP Class Members that provide the information identified above in this Section C will be calculated as follows:
 - a. The estimated medical cost of OUD (\$XX,XXX) will be multiplied by the number of member-years with OUD identified in Section C.ii.; and
 - b. The dollar value provided in Section C.i. will be combined with the dollar value derived in Section C.iv.a.

*“Covered Lives” means the number of enrollees or beneficiaries covered by the TPP.

What should I do if I have transactional data available for some years but not others?

You **must** follow Methodology 1 outlined in Section C to complete the Claim Form for **all** the years between January 1, 2008 to September 3, 2024 for which you have transactional data available. You may use Methodology 2 outlined in Section D to complete the Claim Form for any remaining years for which you do not have transactional data available.

Please note, if you use Methodology 2 to submit a Claim Form for years that you have or could obtain data for, your entire claim may be rejected.

State	Total Dollar Amount Paid	Member-Years with OUD Diagnosis	Covered Lives as of January 1, 2024

Section D: TPP Claims Methodology 2 - Transactional Claims Data Unavailable

A TPP Class Member that is unable to access pharmacy and medical transactional claims data from 2008 – 2024, as necessary to complete Section C above, should utilize the methodology outlined in this Section D to complete this Claim Form. TPP Class Members electing to utilize TPP Methodology 2 must attest below that they do not have access to the necessary transactional claims data for completing TPP Methodology 1.

For each TPP Class Member on whose behalf you are submitting this Claim Form, and on an *aggregated basis for entities filing Consolidated Claims*, list the number of Covered Lives* for each year in the applicable group of states. Spreadsheet templates of this chart are also available on the Settlement website for both individual and Consolidated Claims, www.TPPOpioidSettlement.com.

The Claims Administrator may request documents or other information from you to support your response below regarding your membership.

*"Covered Lives" means the number of enrollees or beneficiaries covered by the TPP.

	Group 1: AK, AZ, CA, CO, GA, HI, ID, IL, MN, NV, NM, NY, SC, TX, UT, VT, VA, WA, WY Covered Lives	Group 2: CT, IN, KS, LA, MD, MI, MS, MT, NE, NH, NC, ND, OR, SD, WI Covered Lives	Group 3: AL, AR, DE, DC, FL, IA, KY, ME, MA, MO, NJ, OH, OK, PA, RI, TN, WV Covered Lives
2008			
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			

If you are unable to break down the number of covered lives by state, please complete the chart below with the number of covered lives by year. You may receive less than you may have otherwise been eligible for in accordance with the Plan of Allocation.

	All States Covered Lives
2008	
2009	
2010	
2011	
2012	
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

For TPP Class Members electing to utilize TPP Methodology 2: After all Claims have been filed, the Claims Administrator will calculate an average dollar value per covered life, based on all TPP information accumulated from submissions pursuant to Section C. The Claims Administrator will apply this average dollar value to the information provided above in this Section D.

Section E: Proof of Payment and Disputes Regarding Claim Amounts

Please provide as much of the information requested above as possible. **If you submitted pharmacy transaction data supporting: (1) your claim in *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*; OR (2) your claim in the TPP Class Settlement with Settling Distributors in this case, then you do not need to submit transaction data with this claim, but you still must submit this claim form.** If you did not make a claim in *In re McKinsey* or in the previous TPP Class Settlement in this case, then you must complete this claim form and provide pharmacy transaction data supporting the claims identified in Section C.i. for amounts of \$300,000 or more. The Claims Administrator may also require pharmacy transaction data for claims of less than \$300,000, so keep related transaction data and any other claim documentation supporting your Claim (e.g., invoices) in case the Claims Administrator requests it later. If the Section C.i. amount is less than \$300,000, you should still provide the pharmacy transaction data with your Claim submission if you can.

☐ *Check this box if you provided data with your claim form in *In re McKinsey* and would like the Claims Administrator to use that data for your claim.*

☐ *Check this box if you provided data with your claim form in the previous TPP Class Settlement in this case and would like the Claims Administrator to use that data for your claim.*

Please keep all medical transaction data supporting your Section C.ii. amounts in case the Claims Administrator requests it later.

If, after an audit of your Claim, the Claims Administrator still has questions about your Claim and you have not provided sufficient documentation of your Claim, the Claims Administrator may reject your Claim.

If the Claims Administrator rejects or reduces your Claim and you believe the rejection or reduction is in error, you may contact the Claims Administrator to request further review. If the dispute concerning your Claim cannot be resolved by the Claims Administrator and Settlement Class Counsel, you may request that the Court review your Claim.

Section F: Certification

I/We have read and am/are familiar with the contents of the Instructions accompanying this Claim Form. I/We certify that the information I/we have set forth in the above Claim Form and in any documents attached by me/us are true, correct, and complete to the best of my/our knowledge. I/We certify that I/we, or the TPP Class Member(s) I/we represent:

- a. During the period January 1, 1996 to the date of entry of the Preliminary Approval Order, (i) paid and/or were reimbursed for Products that are identified in the TPP Methodology NDCs (which were manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members), for purposes other than resale, **and/or** (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, as identified in the TPP Methodology ICD Codes, on behalf of individual beneficiaries, insureds, and/or members; and
- b. Is not one of the following excluded parties: (1) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendants; (2) Pharmacy Benefit Managers ("PBMs"); (3) consumers; (4) fully insured plan sponsors; (5) Settling Defendants and their subsidiaries, affiliates, and controlled persons; (6) officers, directors, agents, servants, or employees of any Settling Defendant, and the immediate family members of any such

persons; (7) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s); and (8) anyone that excluded themselves from the TPP Class.

I/We further certify that I/we have provided all of the information requested above to the extent I/we have it.

I/We further certify that to the extent I/we am/are submitting this Claim Form pursuant to Section D, TPP Claims Methodology 2, above, I/we do not reasonably have access to the transactional claims data necessary to complete and submit this Claim Form pursuant to Section C, TPP Methodology 1.

To the extent I/we have been given authority to submit this Claim Form by one or more TPP Class Members on their behalf, and accordingly am/are submitting this Claim Form in the capacity of an authorized agent with authority to submit it, and to the extent I/we have been authorized to receive on behalf of the TPP Class Member(s) any and all amounts that may be allocated to them from the Settlement Fund, I/we certify that such authority has been properly vested in me/us and that I/we will fulfill all duties I/we may owe the TPP Class Member(s). If amounts from the Net Settlement Fund are distributed to me/us and a TPP Class Member later claims that I/we did not have the authority to claim and/or receive such amounts on its behalf, I/we and/or my/our employer will hold the Class, Settlement Class Counsel, Settling Defendants, and the Claims Administrator harmless with respect to any claims made by the TPP Class Member.

I/We further certify that that I/we, or the TPP Class Member(s) I/we represent, have authority to release all Released Claims on behalf of the TPP Class Member(s) and all other entities who are Releasers by virtue of their relationship or association with it/them.

I/We hereby submit to the jurisdiction of the United States District Court for the Northern District of Ohio for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form. I/We acknowledge that any false information or representations contained herein may subject me/us to sanctions, including the possibility of criminal prosecution. I/We agree to supplement this Claim Form by furnishing documentary backup for the information provided herein, upon request of the Claims Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this _____ day of _____ 2026.

Signature

Position/Title

Print Name

Date

Mail the completed Claim Form to the address below, postmarked on or before _____, 2026, or submit the information online at the Settlement website below by that date:

In re National Prescription Opiate Litigation
c/o A.B. Data, Ltd.
P.O. Box 173026
Milwaukee, WI 53217
Toll-Free Telephone: 1-877-411-4860
Website: www.TPPOpioidSettlement.com
Email: info@TPPOpioidSettlement.com

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form. Attach or upload any required documentation supporting your claim.
2. Keep a copy of your Claim Form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Claim Form, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Claims Administrator at info@TPPOpioidSettlement.com or via U.S. Mail at the address listed above.

JOINT DECL. EXHIBIT I

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**DECLARATION OF ERIC J. MILLER IN SUPPORT OF
THIRD PARTY PAYOR PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF SETTLEMENTS**

I, Eric J. Miller, declare as follows:

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

2. I am submitting this declaration in connection with the above-captioned action ("Action") to provide the Court and the Parties with information about the procedures and methods to be used to provide notice of the proposed additional Settlements to Third Party Payor ("TPP") Settlement Class Members and the administration of the claims process. These Settlements total \$180 million and represent settlements from Allergan (\$10 million), Janssen (\$40 million), Teva (\$45 million), and the Settling Pharmacies (\$85 million). The statements in this declaration are based on my personal knowledge and information provided by other A.B. Data employees working under my supervision, and if called on to do so, I could and would testify competently thereto.

RELEVANT EXPERIENCE

3. A.B. Data has successfully implemented notification and claims administration programs in thousands of class actions. In addition, I have personally overseen many noteworthy pharmaceutical antitrust and consumer protection settlements in recent years, including: *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*, No. 21-md-02996-CRB (N.D. Cal.); *In re Namenda Indirect Purchaser Antitrust Litigation*, No. 1:15-cv-06549 (S.D.N.Y.); *In re Opana ER Antitrust Litigation*, No. 1:14-cv-10150 (N.D. Ill.); *In re EpiPen Marketing, Sales Practices and Antitrust Litigation*, Civil Action No. 2:17-md-02785 (D. Kan.); *In Re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*, No. 18-md-2819 (E.D.N.Y.); *The Hosp. Auth. of Metro. Gov't. of Nashville & Davidson Cnty. v. Momenta Pharmas., Inc.*, No. 15-cv-01100 (M.D. Tenn.); *In re Loestrin 24 FE Antitrust Litigation*, No. 1:13-md-2472 (D.R.I.); *In re Aggrenox Antitrust Litigation*, No. 3:14-md-02516 (D. Conn.); *In re Solodyn Minocycline Hydrochloride All End-Payor Actions*, No. 14-md-2503 (D. Mass.); and *Vista Healthplan, Inc. v. Cephalon, Inc.*, No. 2:06-cv-01833 (E.D. Pa.). In addition, A.B. Data is acting as Notice and Claims Administrator in this matter, *In Re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio), for the TPP settlements with the settling distributors, Cencora, Inc., Cardinal Health, Inc., and McKesson Corporation. More information about A.B. Data's qualifications and experience can be found on our website at www.abdataclassaction.com. An updated description of A.B. Data's background and capabilities, and lists of representative cases, is available in A.B. Data's firm resume, attached as **Exhibit A**.

DATA PRIVACY AND SECURITY

4. A.B. Data has numerous control systems and procedures in place, that it believes meet or exceed relevant industry standards, to securely handle class member data.

5. A.B. Data accepts responsibility for the security of class member information and claimant data; accurate calculation of claims pursuant to a Court-approved plan of allocation, subject to the guidance of the parties; and accurate distribution of funds pursuant to relevant Court Orders. All case data provided to A.B. Data by the parties and/or Settlement Class Members will be used solely for the purpose of effecting notice and claims administration. A.B. Data will not use any Settlement Class Member information for any other purpose, specifically the information will not be used, disseminated, or disclosed by or to any other person for any other purpose.

6. A.B. Data will continue to host and maintain the case data until otherwise instructed in writing by the parties to delete, archive or return such data. When a customer requests that A.B. Data delete or destroy all data, A.B. Data agrees to delete or destroy all such data; provided, however, that A.B. Data may retain data as required by applicable law, rule or regulation, and to the extent such copies are electronically stored in accordance with A.B. Data's record retention or back-up policies or procedures (including those regarding electronic communications) then in effect.

7. A.B. Data maintains adequate insurance in the case of errors, which includes: (a) professional liability errors and omissions insurance coverage; (b) a fidelity bond for employee dishonesty losses (plus additional computer fraud and wire transfer communication fraud coverages); and (c) network and information security liability coverage.

PROPOSED NOTICE PLAN

8. A.B. Data was selected to serve as Notice and Claims Administrator for the additional proposed Settlements with the TPP Class, subject to the approval of the Court.

9. The proposed plan for providing notice of the Settlements ("Notice Plan") uses customary procedures that have been widely adopted in pharmaceutical class actions to reach the greatest practicable number of Settlement Class Members. This Notice Plan is the same notice plan

used to provide notice to the TPP class in the settlements with the Settling Distributors. Given our experience in notifying TPPs in pharmaceutical class actions, we expect the individual direct notice efforts detailed below, supplemented by paid and earned media, to successfully reach most Settlement Class Members is the best notice practicable under the circumstances of this case.

DIRECT NOTICE

10. A.B. Data maintains and annually updates a proprietary database of approximately 43,000 entities that include: (i) insurance companies; (ii) health maintenance organizations; (iii) self-insured entities such as large corporations, labor unions, and employee benefit and pension plans; and (iii) certain record keepers and other entities that represent TPPs, such as pharmacy benefit managers and third-party administrators (the “TPP Database”). This TPP Database is regularly used by A.B. Data to successfully notify Settlement Class Members in pharmaceutical class actions like this one.

11. The Postcard Notice (approved by the Court) will be sent via First-Class Mail to the entire TPP Database. Prior to mailing, A.B. Data will standardize and update all mailing addresses through the United States Postal Service (“USPS”) National Change of Address (“NCOA”) database. All Postcard Notices that are returned as undeliverable with forwarding addresses provided by USPS will be processed, updated in a case-specific database, and re-mailed. For Postcard Notices returned without any forwarding addresses, A.B. Data will attempt to obtain updated addresses for the addressees concerned using proprietary subscription databases and, in instances where updated addresses are found, re-mail the applicable Postcard Notices.

12. A.B. Data will also send notice by email (“Email Notices”) to approximately 1,500 entities in its TPP Database with available, valid email addresses. The Email Notices will include a link that allows recipients to visit the Settlement Website for additional information.

SUPPLEMENTAL PAID MEDIA

13. The direct notice described above will be supplemented through paid media in the form of customized digital banner ads. The banner ads will run for 30 days on selected industry-related websites that A.B. Data regularly utilizes to successfully notify Settlement Class Members in pharmaceutical class actions, and the ads will include an embedded link to the Settlement Website. The websites include:

(a) ThinkAdvisor.com/life-health - This website is affiliated with the former publication *National Underwriter Life & Health*. It is uniquely positioned to provide agents and brokers with timely, insightful information, as they navigate the specialty insurance markets and sort through critical industry developments.

(b) BenefitNews.com - This website is affiliated with the publication *Employee Benefit News*. It serves human resource management personnel that specialize in determining and implementing benefits for employees, including health insurance.

(c) SHRM.org - This website is the official website of the Society of Human Resource Management. Visitors to this website include human resource managers that specialize in a variety of related disciplines such as benefits, health insurance, compliance, and many others. It also reaches the human resource management within large companies that offer private health insurance policies to their employees.

EARNED MEDIA

14. To provide additional notice and exposure, A.B. Data will distribute a news release via PR Newswire's US1. The news release will reach traditional media outlets (television, radio, newspapers, magazines), news websites, and journalists nationwide, and it will also include the address of the Settlement Website and the toll-free telephone number. Although there is no guarantee that any news stories will result, the news release will serve a valuable role by providing additional notice exposures beyond what will be provided by the paid media.

15. A.B. Data will also share information about the case with its followers on X.

SETTLEMENT WEBSITE

16. A.B. Data will update and continue to maintain the Settlement Website, www.TPPopiodsettlement.com, where Settlement Class Members can easily obtain information about the Action and the additional Settlements. The Settlement Website will contain relevant documents and information, including the Long-Form Notice, the Complaint, the Settlement Agreements, Claim Form, and other related documents. In addition, the Settlement Website will include answers to frequently asked questions, instructions for how Settlement Class Members may opt out (request exclusion), object, or submit a claim, contact information for the Notice and Claims Administrator, and how to obtain other case-related information. The Settlement Website will also contain a claims-filing portal for those Settlement Class Members who wish to submit their Claim online. The Settlement Website address will be prominently displayed in all notice documents.

TOLL-FREE TELEPHONE NUMBER AND EMAIL ADDRESS

17. A.B. Data will update and continue to maintain the toll-free telephone number with interactive voice response (“IVR”) technology and dedicated e-mail address to address questions and provide information about the additional Settlements. The toll-free telephone number and email address will be prominently displayed in the Notices and Claim Form and the Settlement website. The automated telephone system will be available 24 hours per day, seven days per week.

PLAIN LANGUAGE NOTICE DESIGN

18. The Notices are designed to be “noticed.” Reviewed, and – by presenting the information in plain language – to be understood by Settlement Class Members. The design of the Notices follows the principles embodied in the Federal Judicial Center’s (“FJC”) illustrative model notices posted at www.fjc.gov. Many courts have approved notices that were written and designed in a similar fashion. The Notices contain substantial, albeit easy-to-read, summaries of all key information about the Settlements and Settlement Class Members’ rights, including their ability to

opt out, object, and file a claim and the deadlines to do so. Consistent with our normal practice, all notice documents will undergo a final edit for grammatical errors and accuracy prior to actual mailing and publication.

CLAIMS ADMINISTRATION

19. A.B. Data will also provide claims administration services, including processing each submitted Claim Form, determining each Settlement Class Member's distribution amount, and preparing and sending distribution checks to eligible Settlement Class Members. A.B. Data may also provide additional services upon request, including setting up, administering, and preparing a tax return for the Qualified Settlement Fund ("QSF").

20. Settlement Class Members who wish to be potentially eligible to receive a payment from the Settlement Fund will be required to complete and submit a properly executed Claim Form along with any required supporting documents either by mail or online through the Settlement Website such that it is postmarked (if mailed) or received no later than the claims-submission deadline established by the Court. Notwithstanding the foregoing, TPPs that previously submitted a valid Claim Form in connection with the Settling Distributors settlement or in the McKinsey TPP settlement may rely on their prior claims submissions.

21. A.B. Data will review each claim upon receipt to verify that all required information was provided. Information provided with each claim will be reviewed for accuracy. A.B. Data will process each Claim in accordance with the Court-approved Settlement Agreements, Plan of Allocation, and/or relevant Court orders.

22. If a claim is determined to be defective, A.B. Data will send a deficiency notification to the claimant, via letter or email, that describes why the claim is deficient and including, where applicable, what is necessary to cure the deficiency. The deficiency notification will also advise claimants how much time they have to submit the appropriate information and/or documentary

evidence to complete/cure their claim. If a claimant does not cure the deficiency in their claim, the claim will be recommended for rejection (in whole or in part). The deficiency notification will also advise claimants of their right to contest A.B. Data's administrative determination with respect to their claim.

23. After the claims (and responses to deficiency notifications) have been fully processed, quality assurance reviews performed, and final administrative determinations have been made as to which claims are valid, A.B. Data will present its administrative report on the claims received for the Settlements to the Court, along with a proposed distribution plan. Thereafter, upon Court approval, A.B. Data will distribute the net Settlement proceeds to eligible Settlement Class Members.

24. Distributions from the net Settlement proceeds will be sent to eligible Settlement Class Members via check with a specified period for each claimant to cash their payment (typically 90 or 120 days). For any checks that are not cashed, A.B. Data will conduct an outreach campaign to encourage claimants to cash their checks and provide claimants with reissued checks where applicable. The procedure described above is the standard claims administration process for pharmaceutical class action settlements.

PROJECTED CLAIMS RATE & ESTIMATED CASH PAYMENT AMOUNT

25. A.B. Data has experience with over a dozen class actions of varying sizes where TPPs were involved, and A.B. Data consistently receives between 1,500 and 2,500 claims. Due to overlap and consolidation in the insurance industry, these claims often cover many more underlying beneficiaries/lives. Our experience also provides that the valid claims typically receive sizable payments of \$10,000 or greater. Thus, in this Action, with \$180 million in total Settlement Funds, available across the Allergan, Janssen, Teva, and Pharmacy Settlements, A.B. Data estimates

approximately 2,000 valid claims representing over 100,000 plans will be submitted, and those claims will receive significant and sizable distribution payments.

ESTIMATED ADMINISTRATION COSTS

26. Based on its experience administering large-scale class actions in the healthcare space, A.B. Data estimates that providing notice to Settlement Class Members, claims processing, and distribution of the net Settlement proceeds to eligible Settlement Class Members will generate professional services fees and expenses of approximately \$200,000 to \$300,000. These costs will be paid from the Settlement Funds in accordance with the Settlement Agreements and Court orders, which is approximately 0.1% of the proposed Settlement Amounts and consistent with our experience in similar matters.

27. These amounts are estimates, and the true administration costs could change based on the actual circumstances and volumes. For example, if the number of Postcard Notices or Email Notices sent are substantially greater (or smaller) than A.B. Data's estimate, the media notice costs increase, or if the number of claims received is substantially greater (or smaller) than the estimate. In addition, administration costs could also be impacted by any out-of-scope work encountered during the course of the administration. A.B. Data will always strive to keep costs down whenever possible.

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

Executed in Palm Beach Gardens, Florida, on this 3rd day of June, 2026.


ERIC J. MILLER

EXHIBIT A

**Class
Action
Administration**



Headquarters

600 A.B. Data Drive
Milwaukee, WI 53217
P: 866-217-4470
F: 414-961-3099

New York

One Battery Park Plaza
32nd Floor
New York, NY 10004
P: 646-290-9137

Washington DC

915 15th St., NW, Ste. 300
Washington, DC 20005
P: 202-618-2900
F: 202-462-2085

Florida

5080 PGA Boulevard, Ste. 209
Palm Beach Gardens, FL 33418
P: 561-336-1801
F: 561-252-7720

Israel

19 Weissburg Street
Tel Aviv 69358
Israel
P: +972 (3) 720-8782

London

71-75 Shelton Street
Covent Garden
London, WC2H 9JQ
P: +44 20 4586 1892



CAPABILITIES

About A.B. Data



Founded in 1981, **A.B. Data has earned a reputation** for expertly managing the complexities of class action administration in consumer, antitrust, securities, Securities and Exchange Commission (SEC) enforcement actions, and ERISA, Attorneys General, employment, civil rights, insurance, environmental, wage and hour, and other class action cases. **A.B. Data's work in all aspects of class action administration** has been perfected by decades of experience in hundreds of class action cases involving billions of dollars in total settlements. Dedicated professionals deliver **A.B. Data's all-inclusive services**, working in partnership with its clients to administer their class action cases effectively, efficiently, and affordably, regardless of size or scope.

A.B. Data offers unmatched resources and capacity and is capable of expertly administering any class action notice, settlement, and/or fund administration. Whether notifying millions of class members in the United States or throughout the world, processing millions of claims, distributing payments digitally via A.B. Data's Digital PayPortalSM, or printing and distributing millions of checks, **A.B. Data matches its talent and technology** to the specific needs of its clients, delivering unparalleled service on time and on budget without ever compromising quality.

Location, Ownership Structure



A.B. Data is an independently owned, more than 40-year-old, Milwaukee, Wisconsin-based company that prides itself on its vast expertise and industry-leading innovations. We like to remind our clients and partners that we're not just a class action administration company, but a group of experienced, dedicated professionals who believe that relationships are just as important as the accurate and timely management of class action administrations. A.B. Data Class Action is powered by exceptional talent, driven by innovative technology, and backed by proven experience to deliver trusted, efficient, and client-focused class action administration services.

Services



Every A.B. Data client is deserving of the best job we can put forward. A.B. Data makes class action administration easy for our clients with clarity, convenience, and efficiency. Our priority is to navigate the intricacies of our clients' matters and deliver successful results by using our solid expertise, advanced technology, and top-quality products and services. We pay attention to the details and get it right the first time.

We aim to provide our clients the full experience of a truly collaborative working relationship. A.B. Data – Powered by Talent. Driven by Technology. Proven by Experience.

Services

All Digital — From Notice to Distribution

A.B. Data is uniquely positioned to design, implement, and maintain notice and settlement administration programs using an innovative, "all-digital" approach that replaces the more traditional and less efficient methods of administration, such as newspaper ads, mailed notices, and paper checks. Many of our recent proposed notice plans and claim programs utilize the latest technologies such as microtargeted digital ads for notice, streamlined online claims, and distributing settlement funds electronically using a digital paywall. These methods provide significant cost savings, are consistent with the amendments to Rule 23 that are now in effect, and importantly provide much-needed alignment of class action notice and administration with current consumer behaviors.

Pre-Settlement Consultation

The pre-settlement consultation is a collaborative session designed to help A.B. Data clients prepare a stronger case. Our support teams simplify the task of sorting through a maze of documents during investigation and discovery, streamlining the process and preserving fund assets. From there, we assist with fully interactive media packages for court presentations and settlement negotiations. A.B. Data works closely with our clients, offering expert testimony on documents, processing, class and notice manageability, and proposed plans of allocation.

Media Services

A.B. Data continues to earn our reputation as the early innovator in integrating advanced micro-targeting techniques, including contextual targeting, behavioral targeting, and predictive modeling. Coupled with inventive digital media strategies to drive claims, case-specific banner ad development, class member research, and comScore analysis services, our multi-tiered media programs are designed to cost-effectively deliver notice to potential class members and increase claims rates.

Notice Administration

In A.B. Data, clients have a comprehensive resource with a depth of experience in direct notice. Our compliance and understanding of Rule 23 of the Federal Rules of Civil Procedure are crucial in meeting the "plain language" legal requirements for any campaign. From our sophisticated digital media capabilities and extensive global experience with class member research, our experts create notice documents that are easily understandable and cost-efficient to produce. We consult with our clients to deliver notice documents from multi-page, mailed, or emailed notice packets to concise postcards that establish the most influential and cost-effective means of communicating with potential claimants.

Claims Processing

A.B. Data continues to bring game-changing technologies to improve the speed and precision in claims processing. Our robust system for online claims submissions allows us to meticulously verify data and documentation, preserve and authenticate claims, and calculate and verify settlement amounts. In addition, our data network infrastructure includes on-site data storage, backup, contingency plans, and security for electronic and hard copy claim filings. It is all part of a total commitment to be the most innovative and comprehensive resource in the industry. At A.B. Data, we take pride in having the in-house capacity to process millions of pages, as well as the organizational integrity to treat every claim as if it were the only one.

Contact Center

A.B. Data's Contact Center is comprised of a full staff that is trained on and equipped with online and telecommunication systems to monitor and connect with class members. Associates routinely monitor class member communication for all class action administrations, including antitrust, consumer, and securities.

Utilizing monitoring software, associates watch multiple social media channels simultaneously, allowing for instantaneous routing of inquiries and interaction with claimants. Detailed and concise analytical reports outlining Contact Center activities are always provided.

Our Contact Center and case websites are capable of handling millions of class member engagements, as recently displayed in a campaign which garnered over 1.2 million website visits in two months and had more than 72,500 Facebook engagements. Facebook comments and threads are monitored and claimants are guided to the website for more information. Google AdWords and display advertising have also brought hundreds of thousands of visitors to various case websites.

A.B. Data's Contact Center also has Spanish language associates in-house and we can accommodate any language, given proper lead time. Traditional call center facilities are also available, if needed.

Case Websites

We offer a state-of-the-art technology platform that supports every step of our class action administration process. Our expert marketing professionals design customized case-specific websites that provide potential class members easy access to case information, critical documents, important deadlines, as well as the capability to file claim forms and register for future mailings about the case. Claimants can use the website to elect to receive their settlement payments by mail or by one of several digital payment options, all accessible by mobile devices.

Settlement Fund Distribution

From complete escrow services to establishment of qualified settlement funds, check printing and mailing, electronic cash or stock distribution and tax services, A.B. Data has always provided a full-service solution to Settlement Fund Distribution. Our IT team has decades of experience in developing and implementing fast, secure databases and claims administration systems that ensure class members receive the correct amount in their settlement disbursement. Today's digital capabilities allow even greater convenience for class members. In certain instances, claimants can now elect to

instantaneously receive settlement payments through popular digital-payment options, such as PayPal, Amazon, and virtual debit cards.

A.B. Data's Leadership



A.B. Data's administration team is composed of the following key executives, who collectively have decades of experience settling and administering class actions:

Bruce A. Arbit, Co-Managing Director and one of the founders of the A.B. Data Group, serves as Chairman of the Board and oversees the day-to-day operations of the A.B. Data Group of companies, employing almost 400 people in the United States and Israel. Mr. Arbit is also Chairman of the Board of Integrated Mail Industries, Ltd. and has served as a member of the Board of Directors of University National Bank and State Financial Bank. He is the past Chairman of Asset Development Group, Inc., Home Source One, and American Deposit Management and is a member of the National Direct Marketing Association, the Direct Marketing Fundraising Association, and the American Association of Political Consultants. He was named 1996 Direct Marketer of the Year by the Wisconsin Direct Marketing Association.

A.B. Data's work in class action litigation support began with the Court selecting A.B. Data to oversee the restitution effort in the now-famous Swiss Banks Class Action Case, the International Commission on Holocaust Era Insurance Claims, and every other Holocaust Era Asset Restitution program, in which it was the company's job to identify, contact, and inform survivors of the Holocaust. A.B. Data delivered by reaching out to millions of people in 109 countries who spoke more than 30 languages. Since those days, Mr. Arbit has guided the class action division through phenomenal growth and success. Today, A.B. Data manages hundreds of administrations annually that distributes billions of dollars to class members.

Eric Miller, Senior Vice President, as a key member of A.B. Data's Class Action Administration Leadership Team, oversees the Case Management Department and supervises the operations and procedures of all of A.B. Data's class action administration cases. Mr. Miller is recognized in the class action administration industry as an expert on securities, SEC, consumer, product recall, product liability, general antitrust, pharmaceutical antitrust, and futures contract settlements, to name a few settlement types. Prior to joining A.B. Data, Mr. Miller served as the Client Service Director for Rust Consulting, responsible there for its securities practice area. He has more than 20 years of operations, project management, quality assurance, and training experience in the class action administration industry. In addition, Mr. Miller manages A.B. Data's office in Palm Beach Gardens, Florida.

Justin Parks, Senior Vice President, is a member of A.B. Data's Class Action Administration Leadership Team. Mr. Parks brings extensive experience in client relations to A.B. Data's business development team. Mr. Parks has over 15 years of experience in the legal settlement administration services industry and has successfully managed and consulted on notice plans and other administrative aspects in hundreds of cases. Mr. Parks is uniquely experienced in Data Privacy matters, having consulted with clients on numerous matters stemming from data breaches as well as violations of the Illinois Biometric Information Privacy Act (BIPA), including some of the first ever Biometric Privacy related settlements in history. Mr. Parks' knowledge and understanding of the class action industry, as well as his client relationship skills, expand A.B. Data's capacity to achieve its business development and marketing goals effectively.

Elaine Pang, Vice President, Media, oversees the Media Department and is responsible for the direction, development, and implementation of media notice plans for A.B. Data's clients. Ms. Pang brings more than 15 years of experience in developing and implementing multifaceted digital and traditional media for high profile complex legal notice programs. She uses her experience in class actions and advertising to provide the best practicable notice plans for large scale campaigns across domestic and international regions, and she leverages her expertise to better understand the evolving media landscape and utilize cutting-edge technology and measurement tools. Prior to entering the class action industry, Ms. Pang worked with many leading reputable brands, including General Mills, Air Wick, Jet-Dry, Comedy Central, Madison Square Garden, Radio City Music Hall, and Geox. She earned her MBA from Strayer University and holds a BS in Marketing from Pennsylvania State University. Ms. Pang's credentials include Hootsuite Social Marketing Certification, Google Adwords and Analytics Certification, and IAB Digital Media Buying and Planning Certification.

Paul Sauberer, Vice President of Quality, is responsible for overseeing quality assurance and process management, working diligently to mitigate risk, ensure exceptional quality control, and develop seamless calculation programming. Mr. Sauberer brings more than 20 years of experience as a quality assurance specialist with a leading claims-processing company where he developed extensive knowledge in securities class action administration. He is recognized as the class action administration industry's leading expert on claims and settlement administrations of futures contracts class actions.

Steve Straub, Vice President, Operations, started with A.B. Data in 2012 as a Claims Administrator. He moved through the ranks within the company where he spent the past five years as Senior Project Manager managing many of the complex commodities cases such as *In re LIBOR-Based Financial Instruments Antitrust Litigation*, *In re London Silver Fixing, Ltd. Antitrust Litigation*, and *Laydon v. Mizuho Bank, Ltd., et al.* Mr. Straub's performance in these roles over the past ten years, along with his comprehensive knowledge of company and industry practices and first-person experience leading the project management team, has proven him an invaluable member of the A.B. Data team.

In his role as Vice President of Operations, his responsibilities include developing efficiencies within the operations center, which includes mailroom, call center, and claims processing areas. His areas of expertise include business process development, strategic/tactical operations planning and implementation, risk analysis, budgeting, business expansion, growth planning and implementation, cost reduction, and profit, change, and project management. Mr. Straub is well-versed in the administration of securities, consumer, and antitrust class action settlements. He earned his Juris Doctor degree from Seton Hall University School of Law in Newark, New Jersey.

Jack Ewashko, Director of Client Services, brings twenty years of industry and brokerage experience to his role with A.B. Data. He is an accomplished client manager adept at facilitating proactive communications between internal and outside parties to ensure accurate and timely deliverables. Mr. Ewashko previously held positions at two claim administration firms where he oversaw the securities administration teams and actively managed numerous high-profile matters, including the \$2.3 billion foreign exchange litigation. He notably served as Vice President, FX and Futures Operations at Millennium Management, a prominent global alternative investment management firm. As he progressed through trading, analytic, management, and consultancy roles at major banks and brokerage firms, Mr. Ewashko gained hands-on experience with vanilla and exotic securities products, including FX, commodities, mutual funds, derivatives, OTC, futures, options, credit, debt, and equities products. In the financial sector, he also worked closely with compliance and legal teams to ensure accuracy and conformity with all relevant rules and regulations regarding the marketing and sale of products, as well as the execution and processing of trades. He has held Series 4, Series 6, Series 7, and Series 63 licenses, and has been a member of the Futures Industry Association

(FIA) and Financial Industry Regulatory Authority (FINRA). Mr. Ewashko earned his Bachelor of Business Administration from Long Island University, Brooklyn, New York.

Brian Devery, Director of Client Services, brings more than a decade of experience in class action administration and project management, as well as over two decades of experience as an attorney (ret.). Mr. Devery currently focuses on consumer, antitrust, employment, and other non-securities based administrations. In addition to driving project administration, he is focused on the implementation of process improvement, streamlining, and automation. Mr. Devery is admitted to practice law in State and Federal Courts of New York with his Juris Doctorate earned from the Maurice A. Deane School of Law at Hofstra University, Hempstead, New York.

Adam Walter, PMP, Director of Client Services, has nearly fifteen years of experience managing the administration of securities class action settlements and SEC disgorgements totaling more than \$4 billion. He has managed settlement programs in engagements involving some of the largest securities class action settlements and is a key contributor to the development of administration strategies that meet the evolving needs of our clients. His responsibilities include developing case administration strategies to ensure that all client and court requirements and objectives are met, overseeing daily operations of case administrations, ensuring execution of client deliverables, providing case-related legal and administration support to class counsel, overseeing notice dissemination programs, implementing complex claims-processing and allocation methodologies, establishing quality assurance and quality control procedures, and managing distribution of settlement funds. Mr. Walter holds a bachelor's degree in business administration from Florida Atlantic University, Boca Raton, Florida. He also has been an active member of the Project Management Institute since 2010 and is PMP®-certified.

Eric Nordskog, Director of Client Services, started with A.B. Data in 2012 on the operations team, managing dozens of team leads and claims administrators in the administration of legal cases and actions. In 2017, Mr. Nordskog was promoted to Project Manager, due in part to his proven ability to add consistency and efficiency to the e-claim filing process with new streamlined processes and audit practices. Today, as Senior Project Manager, he directs many of A.B. Data's securities, insurance, and consumer cases. He regularly oversees the administration of large insurance cases, such as two recent Cigna Insurance matters that involved complex calculations and over one million class members each. He is also the primary hiring and training manager for new project managers and coordinators. Mr. Nordskog earned his Juris Doctor degree from Marquette University Law School, Milwaukee, in 2001.

Eric Schultz, MCSE, Information Technology Manager and Security Team Chairperson, has been with A.B. Data for more than 19 years, and is currently responsible for overseeing all information technology areas for all A.B. Data divisions across the United States and abroad, including network infrastructure and architecture, IT operations, data security, disaster recovery, and all physical, logical, data, and information systems security reviews and audits required by our clients or otherwise. As a Microsoft Certified Systems Engineer (MCSE) with more than 25 years of experience in information technology systems and solutions, Mr. Schultz has developed specializations in network security, infrastructure, design/architecture, telephony, and high-availability network systems.

Secure Environment



A.B. Data's facilities provide the highest level of security and customization of security procedures, including:

- A Secure Sockets Layer server
- Video monitoring
- Limited physical access to production facilities
- Lockdown mode when checks are printed
- Background checks of key employees completed prior to hire
- Frequency of police patrol – every two hours, with response time of five or fewer minutes
- Disaster recovery plan available upon request

Data Security



A.B. Data is committed to protecting the confidentiality, integrity, and availability of personal identifying information and other information it collects from our clients, investors, and class members and requires that its employees, subcontractors, consultants, service providers, and other persons and entities it retains to assist in distributions do the same. A.B. Data has developed an Information Security Policy, a suite of policies and procedures intended to cover all information security issues and bases for A.B. Data, and all of its divisions, departments, employees, vendors, and clients. A.B. Data has also recently taken the necessary, affirmative steps toward compliance with the EU's General Data Protection Regulation and the California Consumer Privacy Act.

A.B. Data has a number of high-profile clients, including the Securities and Exchange Commission (SEC), the United States Department of Justice, the Attorneys General of nearly all 50 states, other agencies of the United States government, and the Government of Israel, as well as direct banking and payment services companies with some of the most recognized brands in United States financial services and some of the largest credit card issuers in the world.

We are therefore frequently subjected to physical, logical, data, and information systems security reviews and audits. We have been compliant with our clients' security standards and have also been determined to be compliant with ISO/IEC 27001/2 and Payment Card Industry (PCI) data-security standards, the Gramm-Leach-Bliley Act (GLB) of 1999, the National Association of Insurance Commissioners (NAIC) Regulations, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the Health Information Technology for Economic and Clinical Health Act (HITECH).

The Government of Israel has determined that A.B. Data is compliant with its rigorous security standards in connection with its work on Project HEART (Holocaust Era Asset Restitution Taskforce).

A.B. Data's fund distribution team has been audited by EisnerAmper LLP and was found compliant with class action industry standards and within 99% accuracy. EisnerAmper LLP is a full-service advisory and accounting firm and is ranked the 15th-largest accounting firm in the United States.

In addition, as part of PCI compliance requirements, A.B. Data has multiple network scans and audits from third-party companies, such as SecurityMetrics and 403 Labs, and is determined to be compliant with each of them.

Fraud Prevention and Detection



A.B. Data is at the forefront of class action fraud prevention.

A.B. Data maintains and utilizes comprehensive proprietary databases and procedures to detect fraud and prevent payment of allegedly fraudulent claims.

We review and analyze various filing patterns across all existing cases and claims. Potential fraudulent filers are reported to our clients as well as to the appropriate governmental agencies where applicable.

Representative Class Action Engagements



A.B. Data and/or its team members have successfully administered hundreds of class actions, including many major cases. Listed below are just some of the most representative or recent engagements.

Consumer & Antitrust Cases

- *In re EpiPen Marketing, Sales Practices and Antitrust Litigation*
- *In re Broiler Chicken Antitrust Litigation - Commercial (Indirect)*
- *In re Broiler Chicken Antitrust Litigation - Indirect*
- *In re Broiler Chicken Antitrust Litigation - Direct*
- *In re Pork Antitrust Litigation - Directs*
- *In re Pork Antitrust Litigation - Indirects*
- *Peter Staley, et al. v. Gilead Sciences, Inc., et al.*
- *In re: Opana ER Antitrust Litigation*
- *In re Ranbaxy Generic Drug Application Antitrust Litigation*
- *In re Valeant Pharmaceuticals Int'l, Inc. Third-Party Payor Litigation*
- *Staley, et al., v. Gilead Sciences*
- *In Re: Generic Pharmaceuticals Pricing Antitrust Litigation - Direct Purchasers*
- *Beef Direct Purchaser Antitrust Litigation*
- *BCBSM, Inc. v. Vyera Pharmaceuticals, et al. (Daraprim)*
- *In re Automobile Antitrust Cases I and II*
- *Olean Wholesale Grocery Cooperative, Inc., et al. v. Agri Stats, Inc., et al. (Turkey)*
- *Integrated Orthopedics, Inc., et al. v. UnitedHealth Group, et al.*
- *In Re: Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*
- *Vista Healthplan, Inc., et al. v. Cephalon, Inc., et al. (Provigil)*
- *Jeffrey Koenig, et al. v. Vizio, Inc.*

- *Wit, et al. v. United Behavioral Health*
- *Weiss, et al. v. SunPower Corporation*
- *Smith, et al. v. FirstEnergy Corp., et al.*
- *Resendez, et al. v. Precision Castparts Corp. and PCC Structural, Inc.*
- *Julian, et al. v. TTE Technology, Inc., dba TCL North America*
- *Eugenio and Rosa Contreras v. Nationstar Mortgage LLC*
- *Phil Shin, et al. v. Plantronics, Inc.*
- *In re: Qualcomm Antitrust Litigation*
- *In re Resistors Antitrust Litigation*
- *The Hospital Authority of Metropolitan Government of Nashville and Davidson County, Tennessee v. Momenta Pharmaceuticals, Inc. and Sandoz Inc. ("Lovenox Antitrust Matter")*
- *William Kivett, et al. v. Flagstar Bank, FSB, and DOES 1-100, inclusive*
- *Adelphia, Inc. v. Heritage-Crystal Clean, Inc.*
- *LLE One, LLC, et al. v. Facebook, Inc.*
- *Bach Enterprises, Inc., et al. v. Advanced Disposal Services South, Inc., et al.*
- *JWG Inc., et al. v. Advanced Disposal Services Jacksonville, L.L.C., et al.*
- *State of Washington v. Motel 6 Operating L.P. and G6 Hospitality LLC*
- *In re GSE Bonds Antitrust Litigation*
- *Wave Lengths Hair Salons of Florida, Inc., et al. v. CBL & Associates Properties, Inc., et al.*
- *In re Loestrin 24 FE Antitrust Litigation*
- *Office of the Attorney General, Department of Legal Affairs, State of Florida v. Pultegroup, Inc. and Pulte Home Company, LLC*
- *In re Cigna-American Specialties Health Administration Fee Litigation*
- *In re: Intuniv Antitrust Litigation*
- *High Street, et al. v. Cigna Corporation, et al.*
- *Gordon Fair, et al. v. The Archdiocese of San Francisco, San Mateo, and Marin County*
- *Bizzarro, et al. v. Ocean County Department of Corrections, et al.*
- *Meeker, et al. v. Bullseye Glass Co.*
- *MSPA Claims 1, LLC v. Ocean Harbor Casualty Insurance Company*
- *Tennille v. Western Union Company - Arizona*
- *Garner, et al. v. Atherotech Holdings, Inc. and Garner, et al. v. Behrman Brothers IV, LLC, et al.*
- *Robinson, et al. v. Escallate, LLC*
- *Josefina Valle and Wilfredo Valle, et al. v. Popular Community Bank f/k/a Banco Popular North America*
- *Vision Construction Ent., Inc. v. Waste Pro USA, Inc. and Waste Pro USA, Inc. and Waste Pro of Florida, Inc.*
- *Plumley v. Erickson Retirement Communities, et al.*
- *In re London Silver Fixing, Ltd. Antitrust Litigation*
- *Ploss v. Kraft Foods Group, Inc. and Mondelēz Global LLC*
- *In re Mexican Government Bonds Antitrust Litigation*
- *In re Ready-Mixed Concrete Antitrust Litigation*
- *In re: Marine Hose Antitrust Litigation*
- *Iowa Ready Mixed Concrete Antitrust Litigation*
- *In re Potash Antitrust Litigation (II)*
- *In re Evanston Northwestern Healthcare Corp. Antitrust Litigation*
- *In re Polyurethane Foam Antitrust Litigation*
- *In re LIBOR-Based Financial Instruments Antitrust Litigation*
- *In re Lorazepam and Clorazepate Antitrust Litigation*
- *In re Cardizem CD Antitrust Litigation*

- *Vista Healthplan, Inc., and Ramona Sakiestewa v. Bristol-Myers Squibb Co., and American BioScience, Inc.*
- *In re Lupron Marketing and Sales Practices Litigation*
- *In re Terazosin Hydrochloride Antitrust Litigation*
- *In re Warfarin Sodium Antitrust Litigation*
- *Rosemarie Ryan House, et al. v. GlaxoSmithKline PLC and SmithKline Beecham Corporation*
- *Carpenters and Joiners Welfare Fund, et al. v. SmithKline Beecham*
- *New Mexico United Food and Commercial Workers Union's and Employers' Health and Welfare Trust Fund, et al. v. Purdue Pharma L.P.*
- *In Re Pharmaceutical Industry Average Wholesale Price Litigation*
- *Alma Simonet, et al. v. SmithKline Beecham Corporation, d/b/a GlaxoSmithKline*
- *In re Relafen Antitrust Litigation*
- *In Re Remeron Direct Purchaser Antitrust Litigation*
- *In re TriCor Indirect Purchasers Antitrust Litigation*
- *Nichols, et al., v. SmithKline Beecham Corporation*
- *In re: DDAVP Indirect Purchaser Antitrust Litigation*

Securities Cases

- *Plymouth County Retirement Association v. Spectrum Brands Holdings, Inc., et al.*
- *Tung, et al. v. Dycor Industries, Inc., et al.*
- *Boutchard, et al. v. Gandhi, et al. ("Tower/e-Minis")*
- *MAZ Partners LP v. First Choice Healthcare Solutions, Inc.*
- *SEB Investment Management AB, et al. v. Symantec Corporation, et al.*
- *In re Impinj, Inc. Securities Litigation*
- *In re Netshoes Securities Litigation*
- *Yellowdog Partners, LP, et al. v. Curo Group Holdings Corp., et al.*
- *In re Brightview Holdings, Inc. Securities Litigation*
- *In re Obalon Therapeutics, Inc. Securities Litigation*
- *In re Willis Towers Watson PLC Proxy Litigation*
- *In re Blue Apron Holdings, Inc. Securities Litigation*
- *In re: Qudian Inc. Securities Litigation*
- *Plymouth County Contributory Retirement System v. Adamas Pharmaceuticals, et al.*
- *In re Perrigo Company PLC Securities Litigation*
- *Enriquez, et al. v. Nabriva Therapeutics PLC, et al.*
- *Teamsters Local 456 Pension Fund, et al. v. Universal Health Services, Inc., et al.*
- *Olenik, et al. v. Earthstone Energy, Inc.*
- *Shenk v. Mallinckrodt plc, et al.*
- *In re The Allstate Corp. Securities Litigation*
- *Christopher Vataj v. William D. Johnson, et al. (PG&E Securities II)*
- *Kirkland v. WideOpenWest, Inc.*
- *Oklahoma Police Pension and Retirement System v. Sterling Bancorp, Inc.*
- *In re Uxin Limited Securities Litigation*
- *City of Hallandale Beach Police Officers' & Firefighters' Personnel Retirement Trust v. Ergen, et al. (Echostar)*
- *Lewis v. YRC Worldwide Inc., et al.*
- *Tomaszewski v. Trevena, Inc., et al.*
- *In re Restoration Robotics, Inc. Securities Litigation*
- *Public Employees' Retirement Systems of Mississippi, et al. v. Treehouse Foods, Inc., et al.*
- *Ronald L. Jackson v. Microchip Technology, Inc., et al.*

- *In re Micro Focus International plc Securities Litigation*
- *In re Dynagas LNG Partners LP Securities Litigation*
- *Weiss, et al. v. Burke, et al. (Nutraceutical)*
- *Yaron v. Intersect ENT, Inc., et al.*
- *Utah Retirement Systems v. Healthcare Services Group, Inc., et al.*
- *In re PPDAl Group Inc. Securities Litigation*
- *In re: Evoqua Water Technologies Corp. Securities Litigation*
- *In re Aqua Metals, Inc. Securities Litigation*
- *St. Lucie County Fire District Firefighters' Pension Trust Fund v. Southwestern Energy Company*
- *In re CPI Card Group Inc. Securities Litigation*
- *Arkansas Teacher Retirement System, et al. v. Alon USA Energy, Inc., et al.*
- *In re TAL Education Group Securities Litigation*
- *GCI Liberty Stockholder Litigation*
- *In re SciPlay Corporation Securities Litigation*
- *In re Allergan Generic Drug Pricing Securities Litigation*
- *In re Vivint Solar, Inc. Securities Litigation*
- *In re YayYo Securities Litigation*
- *In re JPMorgan Treasury Futures Spoofing Litigation*
- *Searles, et al. v. Crestview Partners, LP, et al. (Capital Bank)*
- *In re Lyft, Inc. Securities Litigation*
- *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*
- *In re JPMorgan Precious Metals Spoofing Litigation*
- *In re Pivotal Software, Inc. Securities Litigation*
- *Longo, et al. v. OSI Systems, Inc., et al.*
- *In re Homefed Corporation Stockholder Litigation*
- *Pierrelouis v. Gogo Inc., et al.*
- *Pope v. Navient Corporation, et al.*
- *In re Merit Medical Systems, Inc. Securities Litigation*
- *In re Frontier Communications Corporation Stockholder Litigation*
- *Holwill v. AbbVie Inc.*
- *Budicak, Inc., et al. v. Lansing Trade Group, LLC, et al. (SRW Wheat Futures)*
- *Yannes, et al. v. SCWorx Corporation*
- *In re Fannie Mae/Freddie Mac Senior Preferred Stock Purchase Agreement Class Action Litigations*
- *In re Myriad Genetics, Inc. Securities Litigation*
- *In re Chicago Bridge & Iron Co. N.V. Securities Litigation*
- *The Arbitrage Fund, et al. v. William Petty, et al. (Exactech)*
- *In re Columbia Pipeline Group, Inc. Merger Litigation*
- *Martinek v. AmTrust Financial Services, Inc.*
- *City of Pittsburgh Comprehensive Municipal Pension Trust Fund, et al. v. Benefitfocus, Inc., et al.*
- *In re: Evoqua Water Technologies Corp. Securities Litigation*
- *Laydon v. Mizuho Bank, Ltd., et al.*
- *Lomingkit, et al. v. Apollo Education Group, Inc., et al.*
- *In re Caraco Pharmaceutical Laboratories, Ltd. Shareholder Litigation*
- *Norfolk County Retirement System, et al. v. Community Health Systems, Inc., et al.*
- *Chester County Employees' Retirement Fund v. KCG Holdings, Inc., et al.*
- *Oklahoma Law Enforcement Retirement System, et al. v. Adeptus Health Inc., et al.*
- *Di Donato v. Insys Therapeutics, Inc., et al.*
- *Lundgren-Wiedinmyer, et al. v. LJM Partners, Ltd, et al.*
- *Martin, et al. v. Altisource Residential Corporation, et al.*
- *Stephen Appel, et al. v. Apollo Management, et al.*

- *In re Medley Capital Corporation Stockholder Litigation*
- *Forman, et al. v. Meridian BioScience, Inc., et al.*
- *Public Employees' Retirement System of Mississippi, et al. v. Endo International PLC, et al.*
- *In Re Flowers Foods, Inc. Securities Litigation*
- *Jiangchen, et al. v. Rentech, Inc., et al.*
- *In re Liberty Tax, Inc. Stockholder Litigation*
- *In re RH, Inc. Securities Litigation*
- *Lazan v. Quantum Corporation, et al.*
- *Nabhan v. Quantum Corporation, et al.*
- *Edmund Murphy III, et al. v. JBS S.A.*
- *Public Employees' Retirement System of Mississippi, et al. v. Sprouts Farmers Market, Inc., et al.*
- *In re Starz Stockholder Litigation*
- *Judith Godinez, et al. v. Alere Inc., et al.*
- *Rahman and Giovagnoli, et al. v. GlobalSCAPE, Inc., et al.*
- *Arthur Kaye, et al. v. ImmunoCellular Therapeutics, Ltd., et al.*
- *In re CPI Card Group Inc. Securities Litigation*
- *Daniel Aude, et al. v. Kobe Steel, Ltd., et al.*
- *In re Quality Systems, Inc. Securities Litigation*
- *Cooper, et al. v. Thoratec Corporation, et al.*
- *Washtenaw County Employees' Retirement System, et al. v. Walgreen Co., et al.*
- *Elkin v. Walter Investment Management Corp., et al.*
- *In Re CytRx Corporation Securities Litigation*
- *Ranjit Singh, et al. v. 21Vianet Group, Inc., et al.*
- *In re PTC Therapeutics, Inc. Securities Litigation*
- *Securities and Exchange Commission v. Mark A. Jones*
- *In re Sequans Communications S.A. Securities Litigation*
- *In re Henry Schein, Inc. Securities Litigation*
- *Ronge, et al. v. Camping World Holdings, Inc., et al.*
- *Oklahoma Firefighters Pension & Retirement System v. Lexmark International, Inc.*
- *Christakis Vrakas, et al. v. United States Steel Corporation, et al.*
- *Emerson et al. v. Mutual Fund Series Trust, et al. ("Catalyst")*
- *In re Fannie Mae 2008 Securities Litigation*
- *In re Anadarko Petroleum Corporation Class Action Litigation*
- *Ge Dandong, et al., v. Pinnacle Performance Limited, et al.*
- *In Re: Rough Rice Commodity Litigation*
- *Xuechen Yang v. Focus Media Holding Limited et al.*
- *In re Massey Energy Co. Securities Litigation*
- *In re Swisher Hygiene, Inc.*
- *The City of Providence vs. Aeropostale, Inc., et al.*
- *In re Metrologic Instruments, Inc. Shareholders Litigation*
- *Public Pension Fund Group v. KV Pharmaceutical Company et al.*
- *Pension Trust Fund for Operating Engineers, et al. v. Assisted Living Concepts, Inc., et al.*
- *In re Lehman Brothers Equity/Debt Securities Litigation*
- *In re: Platinum and Palladium Commodities Litigation (Platinum/Palladium Physical Action)*
- *In re: Platinum and Palladium Commodities Litigation (Platinum/Palladium Futures Action)*
- *In re General Electric Co. Securities Litigation*
- *In re CNX Gas Corporation Shareholders Litigation*
- *Oscar S. Wyatt, Jr. et al. v. El Paso Corporation, et al.*
- *In re Par Pharmaceutical Securities Litigation*
- *In re Par Pharmaceutical Companies, Inc. Shareholders Litigation*

- *In re Delphi Financial Group Shareholders Litigation*
- *In re SLM Corporation Securities Litigation*
- *In re Del Monte Foods Company Shareholder Litigation*
- *Leslie Niederklein v. PCS Edventures!.com, Inc. and Anthony A. Maher*
- *In re Beckman Coulter, Inc. Securities Litigation*
- *Michael Rubin v. MF Global, Ltd., et al.*
- *Allen Zametkin v. Fidelity Management & Research Company, et al.*
- *In re BP Prudhoe Bay Royalty Trust Securities Litigation*
- *Police and Fire Retirement System of the City of Detroit et al. v. SafeNet, Inc., et al.*
- *In re Limelight Networks, Inc. Securities Litigation*
- *In re Gilead Sciences Securities Litigation*
- *In re ACS Shareholder Litigation, Consolidated C.A. No. 4940-VCP*
- *Lance Provo v. China Organic Agriculture, Inc., et al.*
- *In re LDK Solar Securities Litigation*

Labor & Employment Cases

- *Verizon OFCCP Settlement*
- *Alvarez, et al. v. GEO Secure Services, LLC*
- *Sartena v. Meltwater FLSA*
- *Carmen Alvarez, et al. v. Chipotle Mexican Grill, Inc., et al.*
- *Turner, et al. v. Chipotle Mexican Grill, Inc.*
- *Long, et al. v. Southeastern Pennsylvania Transportation Authority*
- *Matheson, et al. v. TD Bank, N.A.*
- *Ludwig, et al. v. General Dynamics Information Technology, Inc., et al.*
- *Bedel, et al. v. Liberty Mutual Group Inc.*
- *Irene Parry, et al. v. Farmers Insurance Exchange, et al.*
- *Maldonado v. The GEO Group, Inc.*
- *Alderman and Maxey v. ADT, LLC*
- *Albaceet v. Dick's Sporting Goods*
- *Rodriguez v. The Procter & Gamble Company*
- *Adekunle, et al. v. Big Bang Enterprises, Inc. d/b/a The Revenue Optimization Companies*
- *Gorski, et al. v. Wireless Vision, LLC*
- *Lopez, et al. v. New York Community Bank, et al.*
- *Hamilton, et al. v. The Vail Corporation, et al.*
- *Eisenman v. The Ayco Company L.P.*
- *Matheson v. TD Bank, N.A.*
- *Simon v. R.W. Express LLC, d/b/a Go Airlink NYC*
- *Perez v. Mexican Hospitality Operator LLC, d/b/a Cosme*
- *Shanahan v. KeyBank, N.A.*
- *Loftin v. SunTrust Bank*
- *Alvarez v. GEO Secure Services, LLC*
- *Weisgarber v. North American Dental Group, LLC*
- *Talisa Borders, et al. v. Wal-mart Stores, Inc.*
- *Reale v. McClain Sonics Inc., et al.*
- *Larita Finisterre and Songhai Woodard, et al. v. Global Contact Services, LLC*
- *Adebisi Bello v. The Parc at Joliet*
- *Garcia, et al. v. Vertical Screen, Inc.*
- *Brook Lemma and Matthieu Hubert, et al. v. 103W77 Partners LLC, et al. ("Dovetail Settlement")*

- *American Federation of Government Employees, Local 1145 v. Federal Bureau of Prisons, U.S. Penitentiary, Atlanta, Georgia*
- *Lisa Ferguson, Octavia Brown, et al. v. Matthew G. Whitaker, Acting AG, DOJ Bureau of Prisons ("USP Victorville")*
- *American Federation of Government Employees, Local 2001 v. Federal Bureau of Prisons, Federal Correctional Institution, Fort Dix, New Jersey*
- *American Federation of Government Employees, Local 506 v. U.S. Department of Justice, Federal Bureau of Prisons, U.S. Penitentiary Coleman II, Coleman, Florida*
- *Vargas v. Sterling Engineering*
- *Rosenbohm v. Verizon*
- *Alex Morgan, et al. v. United States Soccer Federation, Inc.*
- *Iskander Rasulev v. Good Care Agency, Inc.*
- *Kyndl Buzas, et al., v. Phillips 66 Company and DOES 1 through 10*
- *American Federation of Government Employees, Local 408 v. U.S. Dept. of Justice, Federal Bureau of Prisons, Federal Correctional Complex, Butner, NC*
- *In re 2014 Avon Products, Inc. ERISA Litigation*
- *In re Eastman Kodak ERISA Litigation*
- *Taronica White, et al. v. Attorney General Loretta Lynch, Department of Justice*
- *Lisa Ferguson, et al. v. Acting Attorney General Matthew Whitaker, Department of Justice*
- *Melissa Compere v. Nusret Miami, LLC, et al.*
- *Abelar v. American Residential Services, L.L.C., Central District of California*
- *Flores, et al. v. Eagle Diner Corp., et al., Eastern District of Pennsylvania*
- *Michael Furman v. Godiva Chocolatier, Inc., 15th Judicial Circuit, Palm Beach County, Florida*
- *Finisterre et. al v. Global Contact Services, LLC, New York State Supreme Court, Kings County*
- *McGuire v. Intelident Solutions, LLC, et al., Middle District of Florida, Tampa Division*
- *Duran De Rodriguez, et al. v. Five Star Home Health Care Agency, Inc. et al., Eastern District of New York*

Data Breach/BIPA Cases

- *Hunter v. J.S.T. Corp. BIPA Settlement*
- *Atkinson, et al. v. Minted, Inc.*
- *Rosenbach, et al. v. Six Flags Entertainment Corporation and Great America LLC*
- *Pratz, et al. v. MOD Super Fast Pizza, LLC*
- *The State of Indiana v. Equifax Data Breach Settlement*
- *In re: Vizio, Inc. Consumer Privacy Litigation*
- *In re: Google, Inc. Street View Electronic Communications Litigation*
- *Devin Briggs and Bobby Watson, et al. v. Rhinoag, Inc. ("Briggs Biometric Settlement")*
- *Trost v. Pretium Packaging L.L.C.*
- *In re: Barr, et al. v. Drizly, LLC f/k/a Drizly, Inc., et al.*

Telephone Consumer Protection Act (TCPA) Cases

- *Perrong, et al. v. Orbit Energy & Power, LLC*
- *Baldwin, et al. v. Miracle-Ear, Inc.*
- *Floyd and Fabricant, et al. v. First Data Merchant Services LLC, et al.*
- *Hoffman, et al. v. Hearing Help Express, Inc., et al.*
- *Lowe and Kaiser, et al. v. CVS Pharmacy, Inc., et al.*
- *Johansen v. HomeAdvisor, Inc., et al.*
- *Charvat, et al. v. National Holdings Corporation*
- *Hopkins, et al. v. Modernize, Inc.*

- *Diana Mey vs. Frontier Communications Corporation*
- *Matthew Donaca v. Dish Network, L.L.C.*
- *Matthew Benzion and Theodore Glaser v. Vivint, Inc.*
- *John Lofton v. Verizon Wireless (VAW) LLC, et al.*
- *Lori Shamblin v. Obama for America, et al.*
- *Ellman v. Security Networks*

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**[PROPOSED] ORDER GRANTING THIRD PARTY PAYOR PLAINTIFFS’
MOTION FOR (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
AND (2) DIRECTION OF NOTICE UNDER FEDERAL RULE OF CIVIL PROCEDURE
23(e)**

Before the Court is Third Party Payor (“TPP”) Plaintiffs’ Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e), which seeks: (i) Preliminary Approval of the Settlement Agreement; (ii) preliminary certification, for settlement purposes only, of the Settlement Class; (iii) appointment of Interim Settlement Class Counsel and Interim Co-Lead Settlement Class Counsel; (iv) appointment of Settlement Class Representatives; (v) approval of the Notice and proposed Notice Plan; (vi) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (vii) appointment of the Notice and Claims Administrator; and (viii) an order staying and enjoining Actions against the Settling Defendant, including its subsidiaries and affiliates, as set forth below.

WHEREAS, a proposed Class Action Settlement Agreement (the “Settlement”) has been reached between Class Counsel for TPP Plaintiffs, on behalf of a proposed settlement class of TPPs, and the Settling Defendant¹ that resolves certain claims against the Settling Defendant pertaining to its manufacture, marketing, and its distribution of opioids and alleged contribution to the opioid epidemic;

WHEREAS, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit A to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF __), unless otherwise defined herein;

WHEREAS, Settling Defendant does not oppose the Court’s entry of the proposed Preliminary Approval Order;

WHEREAS, this Court has presided over and managed these MDL proceedings since the United States Judicial Panel on Multidistrict Litigation (“JPML”) centralized the Actions before this Court, *In re: Nat’l Prescription Opiate Litig.*, 2017 WL 6031547 (J.P.M.L. Dec. 5, 2017);

WHEREAS, the Court finds it has jurisdiction over the Actions centralized before this Court in this MDL No. 2804, and the parties to those Actions, for purposes of Settlement and asserts jurisdiction over the Settlement Class Representatives for purposes of considering and effectuating this Settlement; and

WHEREAS, this Court has considered all of the presentations and submissions related to the Motion, as well as the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

NOW, THEREFORE, IT IS HEREBY ORDERED:

¹ Allergan and its subsidiaries and affiliates (as defined in the Agreement, the “Settling Defendant”).

The proposed Settlement appears to be the product of intensive, thorough, serious, informed, and non-collusive negotiations; has no obvious deficiencies; does not improperly grant preferential treatment to the Settlement Class Representatives or segments of the Class; and appears to be fair, reasonable, and adequate, such that notice of the Settlement should be directed to Settlement Class Members and a Fairness Hearing should be set.

Accordingly, the Motion is GRANTED.

I. CLASS DEFINITION, CLASS REPRESENTATIVES, AND CLASS COUNSEL

“Class” or “Settlement Class” includes:

All entities that (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale, and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

Excluded from the Class are:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendant; (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and
2. (a) the Settling Defendant and its subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of any Settling Defendant, and the immediate family

members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, are hereby appointed as Interim Settlement Class Counsel, and Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, are also hereby appointed as Interim Co-Lead Settlement Class Counsel, under Rule 23(g)(3) of the Federal Rules of Civil Procedure. Interim Co-Lead Settlement Class Counsel and Settling Defendant are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

The following TPP Plaintiffs are appointed as Settlement Class Representatives: Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

II. PRELIMINARY FINDINGS

The Court is familiar with the standards applicable to certification of a settlement class. *See* Fed. R. Civ. P. 23(e); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997); *Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); Order Granting Plaintiff’s Unopposed Motion for Preliminary Approval of Settlement and Notice to Settlement Class, *Wiley v. TravelCenters of Am., LLC*, No. 1:21-cv-01093 (N.D. Ohio Aug. 25, 2022), ECF 19 (Polster, J.).

Applying these standards, the Court finds it will likely be able to certify, under Rule 23(e)(2), the proposed Settlement Class as defined above, for settlement purposes only, because the Class and its representatives likely meet all relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3). In fact, the proposed settlement class is nearly identical to the TPP settlement class the Court previously certified. *See generally* Order Granting TPP Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Federal Rule of Civil Procedure 23(e) (Sep. 3, 2024), ECF 5616; Final Order and Judgment Granting TPP Plaintiffs' Motion for Final Approval of Class Action Settlement, and Award of Attorneys' Fees and Expenses and Settlement Class Representative Service Awards (Jan. 15, 2025), ECF 5869.

III. NOTICE TO SETTLEMENT CLASS MEMBERS

The Court is also familiar with evolving methods of class notice. As applied here, the Court finds the content, format, and method of disseminating Notice—set forth in the Motion (ECF __), the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser in support of the Motion (ECF __-1), and the exhibits attached thereto—satisfy Rule 23(c)(2) and contemporary notice standards. The Court approves the notice program and directs that notice substantially in the form of the revised Proposed Notice be disseminated in the manner set forth in the proposed Settlement and Motion, the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser, and the Declaration of Eric J. Miller to Settlement Class Members under Rule 23(e)(1). No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Settlement Class Counsel shall serve on the Settling Defendant and file with the Court proof, by affidavit or declaration, of such distribution.

IV. PROPOSED SCHEDULE

Interim Settlement Class Counsel propose the below schedule for disseminating Notice, filing objections to the Settlement, requesting exclusion from the Class, and filing TPP Plaintiffs' Motion for Final Approval and for Attorneys' Fees and Expenses:

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Deadline for Settling Defendant to provide Class Action Fairness Act notice to appropriate federal and state officials.	10 days after the filing of the Settlement with the Court	
Deadline for Notice and Claims Administrator to commence dissemination of Notice to Settlement Class Members via email and/or U.S. mail (the “Notice Date”).	14 days following entry of Preliminary Approval Order	
Deadline for Interim Settlement Class Counsel to serve on Settling Defendant and file with the Court proof, by affidavit or declaration, of the dissemination of the Notice.	14 days following the Notice Date	
Deadline to submit opening briefs and supporting materials in support of Final Approval of Settlement and motion for attorneys’ fees and expenses.	25 days after the Notice Date	
Deadline for objectors to file Objections with the Court, and for Settlement Class Members to deliver written and signed Opt-Out Forms to Notice and Claims Administrator. For the avoidance of doubt, Opt-Out Forms must be received by Notice and Claims Administrator by such date.	45 days after the Notice Date	
Reply Memoranda in Support of Final Approval and Fee and Expense Application filed.	75 days after the Notice Date	
Fairness Hearing	No earlier than the later of: (1) 100 days following submission of the Motion for Preliminary Approval; or (2) 5 days following the Settling Defendant’s deadline to exercise their Walk-Away Right.	

The Fairness Hearing shall take place on [day] _____, **2026**, at __:__.m. at the United States District Court for the Northern District of Ohio, Carl B. Stokes United States Court House,

801 West Superior Avenue, Courtroom 18B, Cleveland, Ohio 44113-1837, before the Honorable Dan Aaron Polster, to determine whether the proposed Settlement is fair, reasonable, and adequate; whether it should be finally approved by the Court; and whether the Actions as to the Settling Defendant and Released Claims should be dismissed with prejudice under the Settlement and the notice program. Any application for Attorneys' Fees and Expenses submitted by Interim Settlement Class Counsel and any application for a Service Award to the Settlement Class Representatives will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

V. STAY OF ACTIONS AS TO THE SETTLING DEFENDANT

The stay of all MDL No. 2804 TPP Actions as to the Settling Defendant, including its subsidiaries and affiliates, shall continue until this Court has made its final settlement approval determination. The Court hereby severs and stays the Class Representatives' and TPP Bellwether Plaintiffs' cases as to the Settling Defendant, including its subsidiaries and affiliates, during the same period. In aid of the Court's jurisdiction over this Action, all Settlement Class Members are hereby enjoined from filing, commencing, prosecuting, continuing, litigating, intervening in, or participating as class members in any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class.

VI. PROCEDURE FOR OPT-OUTS AND OBJECTIONS

The procedure for Opt-Outs set forth in Section V.G. of the Settlement Agreement, and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement, as set forth in the Settlement Agreement and proposed Notices attached thereto, are approved. Opt-Out forms must be received by the Notice and Claims Administrator no later than the date designated for such purpose in the Notice and set forth in the

chart above.

No “mass,” “class,” “group,” or otherwise combined Opt-Out Forms shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition including, but not limited to, subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures, clients, customers, or administrative services organization.

Any Settlement Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G. of the Settlement Agreement submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Section V.F., shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.

The procedure for Objections to the Settlement or to an award of fees or expenses to Settlement Class Counsel, as set forth in Section V.F. of the Settlement Agreement, is approved.

The assertion of an Objection does not operate to opt the TPP asserting it out of, or otherwise exclude that TPP from, the Settlement Class. A TPP within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form in accordance with the Settlement Agreement and this Order.

No later than seven (7) calendar days following the deadline set by the Court for Settlement Class Members to opt out from the Class, Interim Settlement Class Counsel shall provide Settling Defendant’s counsel with the Opt-Out Report identifying all requests to be excluded from the certified Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1. of the Settlement Agreement or were otherwise inadequate.

Pursuant to Section VI.C.2. of the Settlement Agreement, the Settling Defendant may, in its sole discretion, terminate the Agreement by serving written notice, by email and overnight courier, to Interim Settlement Class Counsel within fifteen (15) calendar days following receipt by Settling Defendant from Interim Settlement Class Counsel of the Opt-Out Report (the “Walk-Away Right”), unless such date is extended by mutual agreement of Interim Settlement Class Counsel and Settling Defendant.

VII. SETTLEMENT ADMINISTRATION, NOTICE, AND CONTINUING JURISDICTION

The dates and deadlines set forth in this Preliminary Approval Order, including, but not limited to, the Fairness Hearing, may be extended by Order of the Court without further notice to Settlement Class Members, except that notice of any such extensions shall be included on the Settlement website. Settlement Class Members should check the Settlement website regularly for updates and further details regarding extensions of these deadlines. Opt-Out Forms and Objections must meet the deadlines and follow the requirements set forth in the approved Notice in order to be valid.

Interim Co-Lead Settlement Class Counsel and Settling Defendant are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement not materially inconsistent with the Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, the form or content of the Notice, or any other exhibits the Settlement Class Representatives and Settling Defendant jointly agree are reasonable or necessary, except as otherwise provided in the Settlement Agreement.

The Court appoints A.B. Data, Ltd. to serve as the Notice and Claims Administrator, and authorizes A.B. Data, Ltd., through data aggregators or otherwise, to request, obtain, and use Settlement Class Members’ information for notice purposes.

Settlement Class Members that wish to participate in the Settlement shall complete and submit Claim Forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be submitted no later than _____, 2026. Any Settlement Class Member that submits a Claim Form shall reasonably cooperate with the Notice and Claims Administrator, including by promptly responding to any inquiry made by the Notice and Claims Administrator. Any Settlement Class Member that does not timely submit a Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court. The Claim Form shall comply with the requirements set forth in the Settlement Agreement and any further requirements described in the form attached as Exhibit C to the Settlement Agreement.

The Court appoints Citibank, N.A. as Escrow Agent, which shall control and administer an Escrow Account to be established as set forth in the Settlement. Within the later of twenty-one (21) calendar days of the entry of this Order or the Settling Defendant's receipt of the necessary wire instructions, W-9 form, and completion of Allergan's Bank Verification Form process to effectuate a wire transfer in satisfaction of this paragraph, the Settling Defendant shall pay by wire transfer a portion of the Settlement Amount sufficient to cover the Notice and Administrative Costs, and any Taxes and Tax Expenses as they become due, but in no event greater than \$1,000,000.00. The Escrow Agent may direct payment of up to \$1,000,000.00 for reasonable Notice and Administrative Costs, including Taxes or Tax Expenses, as approved by this Court.

Any portion of the Escrow Account not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to the Settling Defendant, including interest accrued, if, for any reason, the Effective Date does not occur.

All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to the Settlement and/or further order(s) of the Court.

The Court also authorizes that the Escrow Account be established as a “qualified settlement fund” within the meaning of Treasury Regulations §1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable). Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement.

The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

Neither this Preliminary Approval Order, the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be considered, construed or represented to be: (1) an admission, concession, or evidence of liability or wrongdoing; or (2) a waiver or any limitation of any defense otherwise available to the Settling Defendant.

If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* as of January 1, 2026, as set forth in Section V.C.2. of the Settlement Agreement, except as otherwise expressly provided in the Settlement Agreement. In such event, the Settling Defendant will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Actions. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**[PROPOSED] ORDER GRANTING THIRD PARTY PAYOR PLAINTIFFS’
MOTION FOR (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
AND (2) DIRECTION OF NOTICE UNDER FEDERAL RULE OF CIVIL PROCEDURE
23(e)**

Before the Court is Third Party Payor (“TPP”) Plaintiffs’ Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e), which seeks: (i) Preliminary Approval of the Settlement Agreement; (ii) preliminary certification, for settlement purposes only, of the Settlement Class; (iii) appointment of Interim Settlement Class Counsel and Interim Co-Lead Settlement Class Counsel; (iv) appointment of Settlement Class Representatives; (v) approval of the Notice and proposed Notice Plan; (vi) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (vii) appointment of the Notice and Claims Administrator; and (viii) an order staying and enjoining Actions against Janssen, including its subsidiaries and affiliates, as set forth below.

WHEREAS, a proposed Class Action Settlement Agreement (the “Settlement”) has been reached between Class Counsel for TPP Plaintiffs, on behalf of a proposed settlement class of TPPs, and Janssen¹ that resolves certain claims against Janssen pertaining to its manufacture, marketing, and distribution of opioids and alleged contribution to the opioid epidemic;

WHEREAS, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit B to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF ___), unless otherwise defined herein;

WHEREAS, Janssen does not oppose the Court’s entry of the proposed Preliminary Approval Order;

WHEREAS, this Court has presided over and managed these MDL proceedings since the United States Judicial Panel on Multidistrict Litigation (“JPML”) centralized the Actions before this Court, *In re: Nat’l Prescription Opiate Litig.*, 2017 WL 6031547 (J.P.M.L. Dec. 5, 2017);

WHEREAS, the Court finds it has jurisdiction over the Actions centralized before this Court in this MDL No. 2804, and the parties to those Actions, for purposes of Settlement and asserts jurisdiction over the Settlement Class Representatives for purposes of considering and effectuating this Settlement; and

WHEREAS, this Court has considered all of the presentations and submissions related to the Motion, as well as the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

NOW, THEREFORE, IT IS HEREBY ORDERED:

The proposed Settlement appears to be the product of intensive, thorough, serious, informed, and non-collusive negotiations; has no obvious deficiencies; does not improperly grant

¹ “Janssen” is defined here as set forth in Section I of the Class Action Settlement Agreement Among Third Party Payors and the Janssen Defendants.

preferential treatment to the Settlement Class Representatives or segments of the Class; and appears to be fair, reasonable, and adequate, such that notice of the Settlement should be directed to Settlement Class Members and a Fairness Hearing should be set.

Accordingly, the Motion is GRANTED.

I. CLASS DEFINITION, CLASS REPRESENTATIVES, AND CLASS COUNSEL

“Class” or “Settlement Class” includes:

All entities that (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale, and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

Excluded from the Class are:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with Janssen, (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and
2. (a) Janssen and its subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of Janssen, and the immediate family members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, are hereby appointed as Interim Settlement Class Counsel, and Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, are also hereby appointed as Interim Co-Lead Settlement Class Counsel, under Rule 23(g)(3) of the Federal Rules of Civil Procedure. Interim Co-Lead Settlement Class Counsel and Janssen are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

The following TPP Plaintiffs are appointed as Settlement Class Representatives: Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

II. PRELIMINARY FINDINGS

The Court is familiar with the standards applicable to certification of a settlement class. *See* Fed. R. Civ. P. 23(e); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997); *Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); Order Granting Plaintiff’s Unopposed Motion for Preliminary Approval of Settlement and Notice to Settlement Class, *Wiley v. TravelCenters of Am., LLC*, No. 1:21-cv-01093 (N.D. Ohio Aug. 25, 2022), ECF 19 (Polster, J.).

Applying these standards, the Court finds it will likely be able to certify, under Rule 23(e)(2), the proposed Settlement Class as defined above, for settlement purposes only, because the Class and its representatives likely meet all relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3). In fact, the proposed settlement class is nearly identical to the TPP settlement

class the Court previously certified. *See generally* Order Granting TPP Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Federal Rule of Civil Procedure 23(e) (Sep. 3, 2024), ECF 5616; Final Order and Judgment Granting TPP Plaintiffs' Motion for Final Approval of Class Action Settlement, and Award of Attorneys' Fees and Expenses and Settlement Class Representative Service Awards (Jan. 15, 2025), ECF 5869.

III. NOTICE TO SETTLEMENT CLASS MEMBERS

The Court is also familiar with evolving methods of class notice. As applied here, the Court finds the content, format, and method of disseminating Notice—set forth in the Motion (ECF __), the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser in support of the Motion (ECF __-1), and the exhibits attached thereto—satisfy Rule 23(c)(2) and contemporary notice standards. The Court approves the notice program and directs that notice substantially in the form of the Proposed Notice be disseminated in the manner set forth in the proposed Settlement and Motion, the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser, and the Declaration of Eric J. Miller to Settlement Class Members under Rule 23(e)(1). No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Settlement Class Counsel shall serve on Janssen and file with the Court proof, by affidavit or declaration, of such distribution.

IV. PROPOSED SCHEDULE

Interim Settlement Class Counsel propose the below schedule for disseminating Notice, filing objections to the Settlement, requesting exclusion from the Class, and filing TPP Plaintiffs' Motion for Final Approval and for Attorneys' Fees and Expenses:

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Deadline for Janssen to provide Class Action Fairness Act notice to appropriate federal and state officials.	10 days after the filing of the Settlement with the Court	

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Deadline for Notice and Claims Administrator to commence dissemination of Notice to Settlement Class Members via email and/or U.S. mail (the “Notice Date”).	14 days following entry of Preliminary Approval Order	
Deadline for Interim Settlement Class Counsel to serve on Janssen and file with the Court proof, by affidavit or declaration, of the dissemination of the Notice.	14 days following the Notice Date	
Deadline to submit opening briefs and supporting materials in support of Final Approval of Settlement and motion for attorneys’ fees and expenses.	25 days after the Notice Date	
Deadline for objectors to file Objections with the Court, and for Settlement Class Members to deliver written and signed Opt-Out Forms to Notice and Claims Administrator. For the avoidance of doubt, Opt-Out Forms must be received by Notice and Claims Administrator by such date.	45 days after the Notice Date	
Reply Memoranda in Support of Final Approval and Fee and Expense Application filed.	75 days after the Notice Date	
Fairness Hearing	No earlier than the later of: (1) 100 days following submission of the Motion for Preliminary Approval; or (2) 5 days following Janssen’s deadline to exercise their Walk-Away Right.	

The Fairness Hearing shall take place on [day] _____, **2026**, at __:__.m. at the United States District Court for the Northern District of Ohio, Carl B. Stokes United States Court House, 801 West Superior Avenue, Courtroom 18B, Cleveland, Ohio 44113-1837, before the Honorable Dan Aaron Polster, to determine whether the proposed Settlement is fair, reasonable, and adequate;

whether it should be finally approved by the Court; and whether the Actions as to Janssen and Released Claims should be dismissed with prejudice under the Settlement and the notice program. Any application for Attorneys' Fees and Expenses submitted by Interim Settlement Class Counsel and any application for a Service Award to the Settlement Class Representatives will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

V. STAY OF ACTIONS AS TO JANSSEN

The stay of all MDL No. 2804 TPP Actions as to Janssen, including its past and present subsidiaries and affiliates, shall continue until this Court has made its final settlement approval determination. The Court hereby severs and stays the Class Representatives' and TPP Bellwether Plaintiffs' cases as to Janssen, including its past and present subsidiaries and affiliates, during the same period. In aid of the Court's jurisdiction over this Action, all Settlement Class Members are hereby enjoined from filing, commencing, prosecuting, continuing, litigating, intervening in, or participating as class members in any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class.

VI. PROCEDURE FOR OPT-OUTS AND OBJECTIONS

The procedure for Opt-Outs set forth in Section V.G. of the Settlement Agreement, and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement, as set forth in the Settlement Agreement and proposed Notices attached thereto, are approved. Opt-Out forms must be received by the Notice and Claims Administrator no later than the date designated for such purpose in the Notice and set forth in the chart above.

No "mass," "class," "group," or otherwise combined Opt-Out Forms shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class

definition including, but not limited to, subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures, clients, customers, or administrative services organization.

Any Settlement Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G. of the Settlement Agreement submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Section V.F., shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.

The procedure for Objections to the Settlement or to an award of fees or expenses to Settlement Class Counsel, as set forth in Section V.F. of the Settlement Agreement, is approved.

The assertion of an Objection does not operate to opt the TPP asserting it out of, or otherwise exclude that TPP from, the Settlement Class. A TPP within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form in accordance with the Settlement Agreement and this Order.

No later than seven (7) calendar days following the deadline set by the Court for Settlement Class Members to opt out from the Class, Interim Settlement Class Counsel shall direct and the Notice and Claims Administrator shall provide Janssen's counsel with the Opt-Out Report identifying all requests to be excluded from the certified Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1. of the Settlement Agreement or were otherwise inadequate.

Pursuant to Section VI.C.2. of the Settlement Agreement, Janssen may, in its sole discretion, terminate the Agreement by serving written notice, by email and overnight courier, to Interim Settlement Class Counsel within fifteen (15) calendar days following receipt by Janssen

from Interim Settlement Class Counsel of the Opt-Out Report (the “Walk-Away Right”), unless such date is extended by mutual agreement of Interim Settlement Class Counsel and Janssen.

VII. SETTLEMENT ADMINISTRATION, NOTICE, AND CONTINUING JURISDICTION

The dates and deadlines set forth in this Preliminary Approval Order, including, but not limited to, the Fairness Hearing, may be extended by Order of the Court without further notice to Settlement Class Members, except that notice of any such extensions shall be included on the Settlement website. Settlement Class Members should check the Settlement website regularly for updates and further details regarding extensions of these deadlines. Opt-Out Forms and Objections must meet the deadlines and follow the requirements set forth in the approved Notice in order to be valid.

Interim Co-Lead Settlement Class Counsel and Janssen are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement not materially inconsistent with the Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, the form or content of the Notice, or any other exhibits the Settlement Class Representatives and Janssen jointly agree are reasonable or necessary, except as otherwise provided in the Settlement Agreement.

The Court appoints A.B. Data, Ltd. to serve as the Notice and Claims Administrator, and authorizes A.B. Data, Ltd., through data aggregators or otherwise, to request, obtain, and use Settlement Class Members’ information for notice purposes.

Settlement Class Members that wish to participate in the Settlement shall complete and submit Claim Forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be submitted no later than _____, 2026. Any Settlement Class Member that submits a Claim Form shall reasonably cooperate with the Notice

and Claims Administrator, including by promptly responding to any inquiry made by the Notice and Claims Administrator. Any Settlement Class Member that does not timely submit a Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court. The Claim Form shall comply with the requirements set forth in the Settlement Agreement and any further requirements described in the form attached as Exhibit C to the Settlement Agreement.

The Court appoints Citibank, N.A. as Escrow Agent, which shall control and administer an Escrow Account to be established as set forth in the Settlement. By the later of May 15, 2026, or within fourteen (14) calendar days of Janssen's receipt of information and instructions required to effectuate a wire transfer in satisfaction of this paragraph, Janssen shall pay the Settlement Amount. The Escrow Agent may then direct payment of up to \$1,000,000.00 for reasonable Notice and Administrative Costs, including Taxes or Tax Expenses, as approved by this Court.

Any portion of the Escrow Account not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to Janssen, including interest accrued, if, for any reason, the Effective Date does not occur.

All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to the Settlement and/or further order(s) of the Court.

The Court also authorizes that the Escrow Account be established as a "qualified settlement fund" within the meaning of Treasury Regulations §1.468B-1. Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement.

The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

Neither this Preliminary Approval Order, the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be considered, construed or represented to be: (1) an admission, concession, or evidence of liability or wrongdoing; or (2) a waiver or any limitation of any defense otherwise available to Janssen.

If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* as of January 1, 2026, as set forth in Sections VI.B and V.C.2 of the Settlement Agreement, except as otherwise expressly provided in the Settlement Agreement. In such event, Janssen will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Actions. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**[PROPOSED] ORDER GRANTING THIRD PARTY PAYOR PLAINTIFFS’
MOTION FOR (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
AND (2) DIRECTION OF NOTICE UNDER FEDERAL RULE OF CIVIL PROCEDURE
23(e)**

Before the Court is Third Party Payor (“TPP”) Plaintiffs’ Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e), which seeks: (i) Preliminary Approval of the Settlement Agreement; (ii) preliminary certification, for settlement purposes only, of the Settlement Class; (iii) appointment of Interim Settlement Class Counsel and Interim Co-Lead Settlement Class Counsel; (iv) appointment of Settlement Class Representatives; (v) approval of the Notice and proposed Notice Plan; (vi) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (vii) appointment of the Notice and Claims Administrator; and (viii) an order staying and enjoining Actions against Teva, including its subsidiaries and affiliates, as set forth below.

WHEREAS, a proposed Class Action Settlement Agreement (the “Settlement”) has been reached between Class Counsel for TPP Plaintiffs, on behalf of a proposed settlement class of TPPs, and Teva¹ that resolves certain claims against Teva pertaining to its manufacture, marketing, and distribution of opioids and alleged contribution to the opioid epidemic;

WHEREAS, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit C to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF ___), unless otherwise defined herein;

WHEREAS, Teva does not oppose the Court’s entry of the proposed Preliminary Approval Order;

WHEREAS, this Court has presided over and managed these MDL proceedings since the United States Judicial Panel on Multidistrict Litigation (“JPML”) centralized the Actions before this Court, *In re: Nat’l Prescription Opiate Litig.*, 2017 WL 6031547 (J.P.M.L. Dec. 5, 2017);

WHEREAS, the Court finds it has jurisdiction over the Actions centralized before this Court in this MDL No. 2804, and the parties to those Actions, for purposes of Settlement and asserts jurisdiction over the Settlement Class Representatives for purposes of considering and effectuating this Settlement; and

WHEREAS, this Court has considered all of the presentations and submissions related to the Motion, as well as the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

NOW, THEREFORE, IT IS HEREBY ORDERED:

¹ “Teva” is defined here as set forth in Section I of the Class Action Settlement Agreement Among Third Party Payors and the Teva Defendants.

The proposed Settlement appears to be the product of intensive, thorough, serious, informed, and non-collusive negotiations; has no obvious deficiencies; does not improperly grant preferential treatment to the Settlement Class Representatives or segments of the Class; and appears to be fair, reasonable, and adequate, such that notice of the Settlement should be directed to Settlement Class Members and a Fairness Hearing should be set.

Accordingly, the Motion is GRANTED.

I. CLASS DEFINITION, CLASS REPRESENTATIVES, AND CLASS COUNSEL

“Class” or “Settlement Class” includes:

All entities that (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale, and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

Excluded from the Class are:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with Teva, (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and
2. (a) Teva and its subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of Teva, and the immediate family members of any such persons; and (c)

persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804, unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, are hereby appointed as Interim Settlement Class Counsel, and Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, are also hereby appointed as Interim Co-Lead Settlement Class Counsel, under Rule 23(g)(3) of the Federal Rules of Civil Procedure. Interim Co-Lead Settlement Class Counsel and Teva are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

The following TPP Plaintiffs are appointed as Settlement Class Representatives: Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

II. PRELIMINARY FINDINGS

The Court is familiar with the standards applicable to certification of a settlement class. *See* Fed. R. Civ. P. 23(e); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997); *Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); Order Granting Plaintiff’s Unopposed Motion for Preliminary Approval of Settlement and Notice to Settlement Class, *Wiley v. TravelCenters of Am., LLC*, No. 1:21-cv-01093 (N.D. Ohio Aug. 25, 2022), ECF 19 (Polster, J.).

Applying these standards, the Court finds it will likely be able to certify, under Rule 23(e)(2), the proposed Settlement Class as defined above, for settlement purposes only, because the Class and its representatives likely meet all relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3). In fact, the proposed settlement class is nearly identical to the TPP settlement class the Court previously certified. *See generally* Order Granting TPP Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Federal Rule of Civil Procedure 23(e) (Sep. 3, 2024), ECF 5616; Final Order and Judgment Granting TPP Plaintiffs' Motion for Final Approval of Class Action Settlement, and Award of Attorneys' Fees and Expenses and Settlement Class Representative Service Awards (Jan. 15, 2025), ECF 5869.

III. NOTICE TO SETTLEMENT CLASS MEMBERS

The Court is also familiar with evolving methods of class notice. As applied here, the Court finds the content, format, and method of disseminating Notice—set forth in the Motion (ECF __), the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser in support of the Motion (ECF __-1), and the exhibits attached thereto—satisfy Rule 23(c)(2) and contemporary notice standards. The Court approves the notice program and directs that notice substantially in the form of the Proposed Notice be disseminated in the manner set forth in the proposed Settlement and Motion, the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser, and the Declaration of Eric J. Miller to Settlement Class Members under Rule 23(e)(1). No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Settlement Class Counsel shall serve on Teva and file with the Court proof, by affidavit or declaration, of such distribution.

IV. PROPOSED SCHEDULE

Interim Settlement Class Counsel propose the below schedule for disseminating Notice, filing objections to the Settlement, requesting exclusion from the Class, and filing TPP Plaintiffs' Motion for Final Approval and for Attorneys' Fees and Expenses:

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Deadline for Teva to provide Class Action Fairness Act notice to appropriate federal and state officials.	10 days after the filing of the Settlement with the Court	
Deadline for Notice and Claims Administrator to commence dissemination of Notice to Settlement Class Members via email and/or U.S. mail (the “Notice Date”).	14 days following entry of Preliminary Approval Order	
Deadline for Interim Settlement Class Counsel to serve on Teva and file with the Court proof, by affidavit or declaration, of the dissemination of the Notice.	14 days following the Notice Date	
Deadline to submit opening briefs and supporting materials in support of Final Approval of Settlement and motion for attorneys’ fees and expenses.	25 days after the Notice Date	
Deadline for objectors to file Objections with the Court, and for Settlement Class Members to deliver written and signed Opt-Out Forms to Notice and Claims Administrator. For the avoidance of doubt, Opt-Out Forms must be received by Notice and Claims Administrator by such date.	45 days after the Notice Date	
Reply Memoranda in Support of Final Approval and Fee and Expense Application filed.	75 days after the Notice Date	
Fairness Hearing	No earlier than the later of: (1) 100 days following submission of the Motion for Preliminary Approval; or (2) 5 days following Teva’s deadline to exercise their Walk-Away Right.	

The Fairness Hearing shall take place on [day] _____, **2026**, at __:__.m. at the United States District Court for the Northern District of Ohio, Carl B. Stokes United States Court House,

801 West Superior Avenue, Courtroom 18B, Cleveland, Ohio 44113-1837, before the Honorable Dan Aaron Polster, to determine whether the proposed Settlement is fair, reasonable, and adequate; whether it should be finally approved by the Court; and whether the Actions as to Teva and Released Claims should be dismissed with prejudice under the Settlement and the notice program. Any application for Attorneys' Fees and Expenses submitted by Interim Settlement Class Counsel and any application for a Service Award to the Settlement Class Representatives will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

V. STAY OF ACTIONS AS TO TEVA

The stay of all MDL No. 2804 TPP Actions as to Teva, including its subsidiaries and affiliates, shall continue until this Court has made its final settlement approval determination. The Court hereby severs and stays the Class Representatives' and TPP Bellwether Plaintiffs' cases as to Teva, including its subsidiaries and affiliates, during the same period. In aid of the Court's jurisdiction over this Action, all Settlement Class Members are hereby enjoined from filing, commencing, prosecuting, continuing, litigating, intervening in, or participating as class members in any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class.

VI. PROCEDURE FOR OPT-OUTS AND OBJECTIONS

The procedure for Opt-Outs set forth in Section V.G. of the Settlement Agreement, and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement, as set forth in the Settlement Agreement and proposed Notices attached thereto, are approved. Opt-Out forms must be received by the Notice and Claims Administrator no later than the date designated for such purpose in the Notice and set forth in the chart above.

No “mass,” “class,” “group,” or otherwise combined Opt-Out Forms shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition including, but not limited to, subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures, clients, customers, or administrative services organization.

Any Settlement Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G. of the Settlement Agreement submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Section V.F., shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.

The procedure for Objections to the Settlement or to an award of fees or expenses to Settlement Class Counsel, as set forth in Section V.F. of the Settlement Agreement, is approved.

The assertion of an Objection does not operate to opt the TPP asserting it out of, or otherwise exclude that TPP from, the Settlement Class. A TPP within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form in accordance with the Settlement Agreement and this Order.

No later than seven (7) calendar days following the deadline set by the Court for Settlement Class Members to opt out from the Class, Interim Settlement Class Counsel shall direct and the Notice and Claims Administrator shall provide Teva’s counsel with the Opt-Out Report identifying all requests to be excluded from the certified Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1. of the Settlement Agreement or were otherwise inadequate.

Pursuant to Section VI.C.2. of the Settlement Agreement, Teva may, in its sole discretion, terminate the Agreement by serving written notice, by email and overnight courier, to Interim

Settlement Class Counsel within fifteen (15) calendar days following receipt by Teva from Interim Settlement Class Counsel of the Opt-Out Report (the “Walk-Away Right”), unless such date is extended by mutual agreement of Interim Settlement Class Counsel and Teva.

VII. SETTLEMENT ADMINISTRATION, NOTICE, AND CONTINUING JURISDICTION

The dates and deadlines set forth in this Preliminary Approval Order, including, but not limited to, the Fairness Hearing, may be extended by Order of the Court without further notice to Settlement Class Members, except that notice of any such extensions shall be included on the Settlement website. Settlement Class Members should check the Settlement website regularly for updates and further details regarding extensions of these deadlines. Opt-Out Forms and Objections must meet the deadlines and follow the requirements set forth in the approved Notice in order to be valid.

Interim Co-Lead Settlement Class Counsel and Teva are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement not materially inconsistent with the Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, the form or content of the Notice, or any other exhibits the Settlement Class Representatives and Teva jointly agree are reasonable or necessary, except as otherwise provided in the Settlement Agreement.

The Court appoints A.B. Data, Ltd. to serve as the Notice and Claims Administrator, and authorizes A.B. Data, Ltd., through data aggregators or otherwise, to request, obtain, and use Settlement Class Members’ information for notice purposes.

Settlement Class Members that wish to participate in the Settlement shall complete and submit Claim Forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be submitted no later than _____, 2026. Any

Settlement Class Member that submits a Claim Form shall reasonably cooperate with the Notice and Claims Administrator, including by promptly responding to any inquiry made by the Notice and Claims Administrator. Any Settlement Class Member that does not timely submit a Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court. The Claim Form shall comply with the requirements set forth in the Settlement Agreement and any further requirements described in the form attached as Exhibit C to the Settlement Agreement.

The Court appoints Citibank, N.A. as Escrow Agent, which shall control and administer an Escrow Account to be established as set forth in the Settlement. Within the later of twenty-one (21) calendar days of the entry of this Order or Teva's receipt of information and instructions required to effectuate a wire transfer in satisfaction of this paragraph, Teva shall pay by wire transfer a portion of the Settlement Amount sufficient to cover the Notice and Administrative Costs, and any Taxes and Tax Expenses as they become due, but in no event greater than \$1,000,000.00. The Escrow Agent may direct payment of up to \$1,000,000.00 for reasonable Notice and Administrative Costs, including Taxes or Tax Expenses, as approved by this Court.

Any portion of the Escrow Account not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to Teva, including interest accrued, if, for any reason, the Effective Date does not occur.

All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to the Settlement and/or further order(s) of the Court.

The Court also authorizes that the Escrow Account be established as a "qualified settlement fund" within the meaning of Treasury Regulations §1.468B-1 (and corresponding or similar

provisions of state, local, or foreign law, as applicable). Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement.

The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

Neither this Preliminary Approval Order, the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be considered, construed, or represented to be: (1) an admission, concession, or evidence of liability or wrongdoing; or (2) a waiver or any limitation of any defense otherwise available to Teva.

If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* as of January 1, 2026, as set forth in Section V.C.2. of the Settlement Agreement, except as otherwise expressly provided in the Settlement Agreement. In such event, Teva will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Actions. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION	)	MDL 2804
OPIATE LITIGATION	)	
	)	Case No. 1:17-md-2804
	)	
THIS DOCUMENT RELATES TO:	)	Judge Dan Aaron Polster
	)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>	)	

**[PROPOSED] ORDER GRANTING THIRD PARTY PAYOR PLAINTIFFS’
MOTION FOR (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
AND (2) DIRECTION OF NOTICE UNDER FEDERAL RULE OF CIVIL PROCEDURE
23(e)**

Before the Court is Third Party Payor (“TPP”) Plaintiffs’ Motion for (1) Preliminary Approval of Class Action Settlement and (2) Direction of Notice Under Federal Rule of Civil Procedure 23(e), which seeks: (i) Preliminary Approval of the Settlement Agreement; (ii) preliminary certification, for settlement purposes only, of the Settlement Class; (iii) appointment of Interim Settlement Class Counsel and Interim Co-Lead Settlement Class Counsel; (iv) appointment of Settlement Class Representatives; (v) approval of the Notice and proposed Notice Plan; (vi) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (vii) appointment of the Notice and Claims Administrator; and (viii) an order staying and enjoining Actions against the Settling Defendants, including their subsidiaries and affiliates, as set forth below.

WHEREAS, a proposed Class Action Settlement Agreement (the “Settlement” or “Settlement Agreement”) has been reached between Class Representatives for Third Party Payor Plaintiffs, on behalf of a proposed settlement class of TPPs, and three Settling Defendants;¹

WHEREAS, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit D to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF ___), unless otherwise defined herein;

WHEREAS, the Settlement resolves Released Claims against the Settling Defendants and the other Released Entities;

WHEREAS, Settling Defendants do not oppose the Court’s entry of the proposed Preliminary Approval Order;

WHEREAS, this Court has presided over and managed these MDL proceedings since the JPML centralized the Actions before this Court, *In re: Nat’l Prescription Opiate Litig.*, 2017 WL 6031547 (J.P.M.L. Dec. 5, 2017);

WHEREAS, the Court finds it has jurisdiction over the Actions centralized before this Court in this MDL No. 2804, and the parties to those Actions, for purposes of Settlement and asserts jurisdiction over the Settlement Class Representatives for purposes of considering and effectuating this Settlement; and

WHEREAS, this Court has considered all of the presentations and submissions related to the Motion, as well as the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

NOW, THEREFORE, IT IS HEREBY ORDERED:

¹ For purposes of this Order, the term “Settling Defendants” is synonymous with the term “Settling Pharmacies,” as defined in the Settlement Agreement, and includes Defendants CVS, Walgreens, and Walmart, as defined in the Settlement Agreement.

The proposed Settlement appears to be the product of intensive, thorough, serious, informed, and non-collusive negotiations; has no obvious deficiencies; does not improperly grant preferential treatment to the Settlement Class Representatives or segments of the Class; and appears to be fair, reasonable, and adequate, such that notice of the Settlement should be directed to Settlement Class Members and a Fairness Hearing should be set.

Accordingly, the Motion is GRANTED.

I. CLASS DEFINITION, CLASS REPRESENTATIVES, AND CLASS COUNSEL

“Class” or “Settlement Class” includes:

All entities that: (i) paid and/or were reimbursed for Products manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Alleged Opioid Enterprise Members for purposes other than resale; and/or (ii) paid or incurred costs for treatment, services, or procedures related to the use of, misuse of, addiction to, and/or overdose from Products and other opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; (e) Taft-Hartley plans; and (f) ERISA plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B of the Settlement Agreement are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

Excluded from the Class are:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Defendants; (b) PBMs; (c) consumers; and (d) fully insured plan sponsors. For the avoidance of doubt, entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are otherwise excluded; and
2. (a) the Settling Defendants and their subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of any Settling Defendant, and the immediate family

members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or Parallel to MDL No. 2804 unless such persons or entities are only Defendants due to a counter-claim or cross-claim by other Defendant(s).

Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, Eric B. Fastiff, and James R. Dugan, II, are hereby appointed as Interim Settlement Class Counsel, and Paul J. Geller, Elizabeth J. Cabraser, and James R. Dugan, II, are also hereby appointed as Interim Co-Lead Settlement Class Counsel, under Rule 23(g)(3) of the Federal Rules of Civil Procedure. Interim Co-Lead Settlement Class Counsel and Settling Defendants are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

The following TPP Plaintiffs are appointed as Settlement Class Representatives: Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania; and Sheet Metal Workers Local No. 25 Health & Welfare Fund.

II. PRELIMINARY FINDINGS

The Court is familiar with the standards applicable to certification of a settlement class. *See* Fed. R. Civ. P. 23(e); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997); *Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); Order Granting Plaintiff’s Unopposed Motion for Preliminary Approval of Settlement and Notice to Settlement Class, *Wiley v. TravelCenters of Am., LLC*, No. 1:21-cv-01093 (N.D. Ohio Aug. 25, 2022), ECF 19 (Polster, J.).

Applying these standards, the Court finds it will likely be able to certify, under Rule 23(e)(2), the proposed Settlement Class as defined above, for settlement purposes only, because the Class and its representatives likely meet all relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3) for settlement purposes only. In fact, the proposed settlement class is similar to the TPP settlement class the Court previously certified. *See generally* Order Granting Third Party Payor Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Federal Rule of Civil Procedure 23(e) (Sep. 3, 2024), ECF 5616; Final Order and Judgment Granting Third Party Payor Plaintiffs’ Motion for Final Approval of Class Action Settlement, and Award of Attorneys’ Fees and Expenses and Settlement Class Representative Service Awards (Jan. 15, 2025), ECF 5869.

III. NOTICE TO SETTLEMENT CLASS MEMBERS

The Court is also familiar with evolving methods of class notice. As applied here, the Court finds the content, format, and method of disseminating Notice—set forth in the Motion (ECF __), the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser in support of the Motion (ECF __-1), and the exhibits attached thereto—satisfy Rule 23(c)(2) and contemporary notice standards. The Court approves the notice program and directs that notice substantially in the form of the Proposed Notice be disseminated in the manner set forth in the proposed Settlement and Motion, the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser, and the Declaration of Eric J. Miller to Settlement Class Members under Rule 23(e)(1). No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Settlement Class Counsel shall serve on the Settling Defendants and file with the Court proof, by affidavit or declaration, of such distribution.

IV. PROPOSED SCHEDULE

Interim Settlement Class Counsel propose the below schedule for disseminating Notice, filing objections to the Settlement, requesting exclusion from the Class, and filing TPP Plaintiffs' Motion for Final Approval and for Attorneys' Fees and Expenses:

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Deadline for Settling Defendants to provide Class Action Fairness Act notice to appropriate federal and state officials.	10 days after the filing of the Settlement with the Court	
Deadline for Notice and Claims Administrator to commence dissemination of Notice to Settlement Class Members via email and/or U.S. mail (the "Notice Date").	14 days following entry of Preliminary Approval Order	
Deadline for Interim Settlement Class Counsel to serve on Settling Defendants and file with the Court proof, by affidavit or declaration, of the dissemination of the Notice.	14 days following the Notice Date	
Deadline to submit opening briefs and supporting materials in support of Final Approval of Settlement and motion for attorneys' fees and expenses.	25 days after the Notice Date	
Deadline for objectors to file Objections with the Court, and for Settlement Class Members to deliver written and signed Opt-Out Forms to Notice and Claims Administrator and to email same to Interim Settlement Class Counsel and Settling Defendants. For the avoidance of doubt, Opt-Out Forms must be received by Notice and Claims Administrator by such date.	45 days after the Notice Date	
Reply Memoranda in Support of Final Approval and Fee and Expense Application filed.	75 days after the Notice Date	

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Fairness Hearing	No earlier than the later of: (1) 100 days following submission of the Motion for Preliminary Approval; or (2) 5 days following the Settling Defendants' deadline to exercise their Walk-Away Right.	

The Fairness Hearing shall take place on [day] _____, **2026**, at __:__.m. at the United States District Court for the Northern District of Ohio, Carl B. Stokes United States Court House, 801 West Superior Avenue, Courtroom 18B, Cleveland, Ohio 44113-1837, before the Honorable Dan Aaron Polster, to determine whether the proposed Settlement is fair, reasonable, and adequate; whether it should be finally approved by the Court; and whether the Actions as to the Settling Defendants, Released Entities, and Released Claims should be dismissed with prejudice under the Settlement and the notice program. Any application for Attorneys' Fees and Expenses submitted by Interim Settlement Class Counsel and any application for a Service Award to the Settlement Class Representatives will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

V. STAY OF ACTIONS AS TO THE SETTLING DEFENDANTS

The stay of all MDL 2804 Actions as to the Settling Defendants, including their subsidiaries and affiliates, shall continue until this Court has made its final settlement approval determination. The Court hereby severs and stays the Actions brought by Class Representatives and TPP Bellwether Plaintiffs as to the Settling Defendants, including their subsidiaries and affiliates, during the same period. In aid of the Court's jurisdiction over this Action, all Settlement Class Members are hereby enjoined from filing, commencing, prosecuting, continuing, litigating, intervening in, or participating as class members in any action asserting Released Claims against

any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class.

VI. PROCEDURE FOR OPT-OUTS AND OBJECTIONS

The procedure for Opt-Outs set forth in Section V.G of the Settlement Agreement, and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement, as set forth in the Settlement Agreement and proposed Notices attached thereto, are approved. Opt-Out Forms must be received by the Notice and Claims Administrator, Interim Settlement Class Counsel, and the Settling Defendants, no later than the date designated for such purpose in the Notice and set forth in the chart above.

Opt-Out Forms shall be deemed valid only for the entity named in the request. No “mass,” “class,” “group,” or otherwise combined Opt-Out Forms shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition including, but not limited to, subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures, clients, customers, or administrative services organization.

An Opt-Out Form that fails to satisfy any of the requirements set forth in the approved Notice, including, but not limited to, any Opt-Out Form that provides inaccurate or incomplete information, shall be null and void and shall have no effect whatsoever on the entity’s membership in the Class. Any Settlement Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G of the Settlement Agreement submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Section V.F, shall waive and forfeit any and all Objections to the Settlement or the Agreement the Settlement Class Member may have asserted.

The procedure for Objections to the Settlement, or any part of the Settlement Agreement, Attorneys’ Fees and Expenses, the Class Representatives’ Service Awards, or the Plan of

Allocation, as set forth in Section V.F of the Settlement Agreement, is approved.

The assertion of an Objection does not operate to opt the Third Party Payor asserting it out of, or otherwise exclude that Third Party Payor from, the Settlement Class. A Third Party Payor within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form in accordance with the Settlement Agreement and this Order.

No later than seven (7) calendar days following the deadline set by the Court for Settlement Class Members to opt out from the Class, the Notice and Claims Administrator shall provide the Court, Interim Settlement Class Counsel, and Settling Defendants with the Opt-Out Report identifying all requests to be excluded from the certified Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G of the Settlement Agreement or were otherwise inadequate.

Pursuant to Section VI.C of the Settlement Agreement, each Settling Defendant may, in its sole discretion, terminate the Agreement as to that Settling Defendant by serving written notice, by email, to Interim Settlement Class Counsel within fifteen (15) business days following receipt by Settling Defendants from the Notice and Claims Administrator of the Opt-Out Report (the “Walk-Away Right”), unless such date is extended by mutual agreement of Interim Settlement Class Counsel and Settling Defendants.

VII. SETTLEMENT ADMINISTRATION, NOTICE, AND CONTINUING JURISDICTION

The dates and deadlines set forth in this Preliminary Approval Order, including, but not limited to, the Fairness Hearing, may be extended by Order of the Court without further notice to Settlement Class Members, except that notice of any such extensions shall be included on the Settlement website. Settlement Class Members should check the Settlement website regularly for updates and further details regarding extensions of these deadlines. Opt-Out Forms and Objections

must meet the deadlines and follow the requirements set forth in the approved Notice in order to be valid.

Interim Co-Lead Settlement Class Counsel and Settling Defendants are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement not materially inconsistent with the Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, the form or content of the Notice, or any other exhibits the Settlement Class Representatives and Settling Defendants jointly agree are reasonable or necessary, except as otherwise provided in the Settlement Agreement.

The Court appoints A.B. Data, Ltd. to serve as the Notice and Claims Administrator, and authorizes A.B. Data, Ltd., through data aggregators or otherwise, to request, obtain, and use Settlement Class Members' information for notice purposes.

Settlement Class Members that wish to participate in the Settlement shall complete and submit Claim Forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be submitted no later than _____, 2026. Any Settlement Class Member that submits a Claim Form shall reasonably cooperate with the Notice and Claims Administrator, including by promptly responding to any inquiry made by the Notice and Claims Administrator. Any Settlement Class Member that does not timely submit a Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court. The Claim Form shall comply with the requirements set forth in the Settlement Agreement and any further requirements described in the form attached as Exhibit C to the Settlement Agreement.

The Court appoints Citibank, N.A. as Escrow Agent, which shall control and administer an Escrow Account to be established as set forth in the Settlement. Within fourteen (14) calendar days of the later of: (i) the entry of this Order or (ii) the Settling Defendants' receipt of information and instructions required to effectuate a wire transfer in satisfaction of this paragraph, the Settling Defendants shall collectively advance, through separate wire transfers, a portion of the Settlement Amount sufficient to cover the Notice and Administrative Costs, and any Taxes and Tax Expenses as they become due, but in no event greater than \$1,000,000.00. The Escrow Agent may direct payment of up to a total of \$1,000,000.00 for reasonable Notice and Administrative Costs, including Taxes or Tax Expenses, as approved by this Court.

Subject to Sections IV.A.2 and VI.B of the Settlement Agreement, Settling Defendants' share of any portion of the Escrow Account not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to the Settling Defendants, including interest accrued, if, for any reason, the Effective Date does not occur.

All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to the Settlement and/or further order(s) of the Court.

The Court also authorizes that the Escrow Account be established as a "qualified settlement fund" within the meaning of Treasury Regulations §1.468B-1 (the "Qualified Settlement Fund").

The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

Neither this Preliminary Approval Order, the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be considered, construed, deemed, or represented to be: (1) an admission, concession, or evidence of (a) any fault, liability or, wrongdoing; (b) any violation of any law, regulation, rule, or ordinance; (c) the strength or

weakness of any Claim, defense, or allegation made in any Action or any other past, present, or future proceeding related to any Covered Conduct or Product; (d) the legal viability of the Claims or theories in any Action; or (e) any other matter of fact or law; or (2) a waiver or any limitation of any defense otherwise available to the Settling Defendants or Released Entities. Nothing in this Preliminary Approval Order, the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed or used to prohibit any Settling Defendant or Released Entity from engaging in the conduct of its business related to any Product.

If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* as of February 9, 2026, as set forth in Sections V.C.2 and VI.B.2 of the Settlement Agreement, except as otherwise expressly provided in the Settlement Agreement. In such event, Settling Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Actions. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE