

Exhibit 1

Case Nos.

3:16-cv-02056-MPS

3:19-cv-00710-MPS

3:20-cv-00802-MPS

Ascend Settlement Agreement

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

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

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

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

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

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

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

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

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

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

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

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

I. DEFINITIONS

As used in this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. STIPULATIONS

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

III. DISMISSALS

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

IV. SETTLEMENT PAYMENT

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

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

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

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

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

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

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

V. QUALIFIED SETTLEMENT FUND

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

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

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

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

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

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

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

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

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

VI. PAYMENT OF EXPENSES

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

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

VII. RELEASE AND EXCLUSIONS

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

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

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

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

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

7. Any securities-related liability;

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

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

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

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

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

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

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

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

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

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

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

VIII. PRELIMINARY AND FINAL COURT APPROVAL AND NOTICE

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

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

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

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

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

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

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

IX. TERMINATION

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

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

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

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

X. EXCLUSIONS

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

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

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

XI. NO ADMISSION OF LIABILITY

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

XII. INJUNCTIVE RELIEF

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

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

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

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

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

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

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

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

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

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

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

XIII. DISCOVERY, AUTHENTICATION AND COOPERATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. NOTICE

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

1. For Defendant:

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

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

2. For the States:

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Deputy Associate Attorney General
Office of the Connecticut Attorney General
165 Capitol Ave.,
Hartford, CT 06106
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Email: nicole.demers@ct.gov

Bob Hubbard
Assistant Attorney General, Antitrust Bureau

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

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

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

XV. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

IT IS HEREBY AGREED by the undersigned as of:

ASCEND LABORATORIES

Date: August 24, 2026

By: 

Name: John Dillaway

Its: Executive Vice President

STATE OF ALASKA

CORI MILLS

ACTING ATTORNEY GENERAL

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

Jeff Pickett

Senior Assistant Attorney General

Alaska Bar No. 9906022

Alaska Department of Law

Special Litigation Section

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Anchorage, AK 99501

STATE OF ARIZONA
KRISTIN K. MAYES
Attorney General

By: /s/ Robert A. Bernheim
Robert A. Bernheim
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Facsimile: (602) 542-4377

Counsel for State of Arizona

Dated: August 25, 2026

***PLAINTIFF STATE OF CALIFORNIA
ROB BONTA
ATTORNEY GENERAL***

/s/ Emilio Varanini

Emilio Varanini
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Counsel for the State of California

Dated: August 31, 2026

PHILIP J. WEISER
Attorney General

/s/ Elizabeth W. Hereford
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Counsel for the State of Colorado

Dated: 09/02/2026

STATE OF CONNECTICUT
WILLIAM TONG
ATTORNEY GENERAL

/s/ Amy Taylor

Amy Taylor (phv209197)

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Counsel for the State of Connecticut

Dated: August 18, 2026

STATE OF DELAWARE
KATHLEEN JENNINGS
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/s/ Michael A. Undorf

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Dated: September 9, 2026

PLAINTIFF DISTRICT OF COLUMBIA
BRIAN L. SCHWALB
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/s/ Adam Gitlin

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Counsel for the District of Columbia

Dated: August 28, 2026

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STATE OF GEORGIA

/s/ Logan Winkles

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Attorneys for the State of Georgia

PLAINTIFF STATE OF IDAHO
RAÚL R. LABRADOR
ATTORNEY GENERAL

By: /s/ John K. Olson

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Counsel for the State of Idaho

Dated: August 18, 2026

***PLAINTIFF STATE OF ILLINOIS
KWAME RAOUL
ATTORNEY GENERAL***

/s/ Brian M. Yost

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Counsel for the State of Illinois

Dated: August 28, 2026

PLAINTIFF STATE OF INDIANA

THEODORE E. ROKITA
INDIANA ATTORNEY GENERAL

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Counsel for Plaintiff State of Indiana

Dated: September 3, 2026

**PLAINTIFF STATE OF IOWA
BRENNIA BIRD
ATTORNEY GENERAL**

/s/ Noah Goerlitz

Noah Goerlitz

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Dated: September 4, 2026

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Dated: June 9, 2026

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s/Jonathan E. Farmer

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Dated: 8/17/2026

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/s/ Christina M. Moylan

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Dated: 8/18/2026

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/s/Schonette J. Walker

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Assistant Attorney General

Chief, Antitrust Division

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Dated: 9.8.26

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/s/ Anthony Mariano

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Counsel for the Commonwealth of Massachusetts

Dated: August 27, 2026

FOR PLAINTIFF PEOPLE OF THE STATE OF MICHIGAN:

DANA NESSEL

Attorney General of Michigan

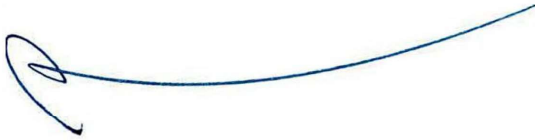


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Dated: September 4, 2026

FOR PLAINTIFF STATE OF MISSISSIPPI

STATE OF MISSISSIPPI
LYNN FITCH, ATTORNEY GENERAL

/s/ Tricia L. Beale

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Dated: September 4, 2026

State of Montana

By: /s/ Anna K. Schneider

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Dated September 4, 2026

STATE OF NEBRASKA

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/s/ David Bydalek

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Attorney for State of Nebraska

Dated: 08/25/2026

PLAINTIFF STATE OF NEVADA:

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By: /s/ Lucas J. Tucker
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Date: August 21, 2026

STATE OF NEW HAMPSHIRE

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/s/ Alexandra Sosnowski

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Dated: August 25, 2026

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/s/ Yale A. Leber

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FOR PLAINTIFF STATE OF NEW MEXICO
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Dated: September 8, 2026

New York's signature of the Ascend settlement

Respectfully submitted

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ATTORNEYS FOR THE STATE OF NEW YORK

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

PLAINTIFF STATE OF NORTH CAROLINA
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/s/ Francisco Benzoni

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Dated: 08/25/2026

STATE OF NORTH DAKOTA

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Dated: September 4, 2026

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Dated: August 25, 2026

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Dated 09/1/2026

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Dated: August 27, 2026

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Dated: September 8, 2026

Executed September 3, 2026

Respectfully submitted,

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Dated: August 18, 2026

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Dated: 09/11/2026

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Dated: September 4, 2026

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APPENDIX A

Alaska

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

Arizona

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

California

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

Colorado

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

Connecticut

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

Delaware

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

District of Columbia

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

Florida

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

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

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

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

Kentucky

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

Maine

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

Maryland

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

Massachusetts

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

Michigan

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

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

Minnesota

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

Mississippi

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

Montana

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

Nebraska

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

Nevada

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

New Hampshire

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

New Jersey

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

New Mexico

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

New York

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

North Carolina

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

North Dakota

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

Ohio

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

Oklahoma

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

Oregon

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

Pennsylvania

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

Puerto Rico

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

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

Rhode Island	• Rhode Island Office of the Attorney General • Department of Human Services Medicaid Program
South Carolina	• Attorney General for the State of South Carolina • South Carolina Healthy Connections (Medicaid)
Tennessee	• Attorney General for the State of Tennessee • Tennessee Department of Finance & Administration, Division of TennCare • Tennessee Department of Finance & Administration, Division of Benefits Administration • All State Entities that indirectly purchased, paid, and/or provided reimbursement for some or all of the purchase price for any Drugs at Issue, other than for resale, from May 1, 2009 to May 1, 2023.
Utah	• Attorney General for the State of Utah • Utah Department of Health & Human Services (Medicaid) • Division of Consumer Protection
Vermont	• Attorney General for the State of Vermont • Agency of Human Services, Department of Vermont Health Access (Medicaid)

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

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

Wyoming

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