

Exhibit 2

Case Nos.

3:16-cv-02056-MPS

3:19-cv-00710-MPS

3:20-cv-00802-MPS

Citron Settlement Agreement

**SETTLEMENT AGREEMENT BETWEEN THE IDENTIFIED STATES
AND DEFENDANT CITRON PHARMA, LLC**

This Settlement Agreement (“Agreement”) is made and entered into this eleventh day of September, 2026 (“Execution Date”), by and among Defendant Citron Pharma, LLC, which amended its name to Cedar Pharma, LLC as of December 20, 2016 (“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 cases that were brought by the Attorneys General on behalf of states and territories against Defendant, styled as *Connecticut v. Aurobindo Pharma USA, Inc.*, No. 3:16-cv-02056 (D. Conn.) in the United States District Court for the District of Connecticut, previously consolidated for pretrial purposes into *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-md-02724 (E.D. Pa.) (the “MDL”) and since 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, the Defendant denies the allegations that it violated various antitrust and consumer protection laws by price-fixing, bid rigging, and allocating markets for specified drugs or otherwise;

WHEREAS, the Defendant has ceased business operations;

WHEREAS, arm’s-length settlement negotiations have taken place between counsel for 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, 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 will be dismissed: Connecticut, Alaska, Arizona, California, Colorado, District of Columbia, Delaware, 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, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

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

¹ 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.

I. DEFINITIONS

As used in this Agreement:

A. “Action” means the following cases: *State of Connecticut v. Aurobindo Pharma USA, Inc.*, No. 2:17-cv-3768 (E.D. Pa.); *State of Connecticut v. Aurobindo Pharma USA, Inc.*, No. 3:16-cv-2056 (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.

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. “Conduct” means any alleged act or omission of the Defendant or of persons or entities alleged to be co-conspirators of the Defendant, 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 the Drugs at Issue or any other generic drug at issue in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-md-02724 (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 the Drugs at Issue or any other generic drug at issue in *In re Generic Pharmaceuticals Pricing Antitrust Litigation*, No. 2:16-md-02724 (E.D. Pa.).

D. “Complaints” mean the operative complaints filed in the Action.

E. “Drugs at Issue” means the following drugs: (1) Fosinopril-Hydrochlorothiazide (Fosi-HCTZ), (2) Glyburide, and (3) Glyburide Metformin.

F. “Effective Date” shall be the date on which the final signatory of this Agreement executes this Agreement. The Attorneys General will have forty-five (45) 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 forty-five (45) calendar days of the date of Defendant’s signature, Defendant shall have the unilateral right to terminate this Agreement upon written notice.

G. “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, 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.

H. “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.

I. “Enforcement Period” means the period starting on the Effective Date and ending December 31, 2033.

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

K. “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 Agreement and releases all Released Claims. The Parties intend for the Final Approval Order to include provisions where the District Court: (1) determines that this Agreement has been entered in good faith; (2) approves this Agreement finally as fair, reasonable, and adequate, and directs its consummation pursuant to its terms, as to the State Releasors; (3) dismisses all claims by and on behalf of the State Releasors with prejudice as to the Defendant only; (4) 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; (5) retains exclusive jurisdiction over this Agreement and the provisions of the Final Approval Order and consummation of this Agreement; and (6) determines pursuant to Rule 54(b) of the Federal Rules of Civil Procedure 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.

L. “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 of Compliance 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 the Order of Compliance in the Action or to toll the time for appeal of the Final Approval Order or the Order of Compliance in the Action, or, if appealed, approval of this Agreement and the Order of Compliance 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.

M. “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.

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

O. “Other Defendant(s)” means any party or individual 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.

P. “Preliminary Approval Order” means an order to be entered by the District Court that preliminarily approves this Agreement. The Parties intend that the Preliminary Approval Order will include the following provisions: preliminary approval of this 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.

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

R. “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, including the Drugs at Issue or any other generic drug at issue in the MDL. “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

² This includes claims assigned to the State of Florida, *see, e.g., State of Connecticut v. Sandoz, Inc.*, 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 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).

Consumer in their individual capacity, or by a representative putative or certified class on behalf of Eligible Consumers under any state's law.

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

T. "States," or each "State," means all states, commonwealths, districts, and territories that assert claims in the Action, including Connecticut, Alaska, Arizona, California, Colorado, District of Columbia, Delaware, 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, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming in their sovereign, quasi-sovereign, law enforcement, proprietary, or any other capacities.

U. "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.

V. "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) Eligible Corporate Entities in Idaho³ that do not submit a timely and valid request for exclusion from the settlement under this Agreement.⁴

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

II. INCORPORATION

The preamble, recitals, and all defined terms set forth above are true and accurate to the best of the Parties' knowledge information, and belief and are incorporated into and made an integral part of this Agreement by reference and shall have the same legal force and effect as any other provision of this Agreement.

III. 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.

IV. DISMISSALS

Upon entry of the Final Approval Order by the District Court, the Complaint in the Action shall be deemed dismissed with prejudice against the Released Parties, 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.

further described in Section V, *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.

V. 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 Defendant, 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 Action 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 against 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.

VI. 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 forty-five (45) calendar days, or until September 6, 2026, whichever comes first, 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 by the earlier of September 6, 2026 or within forty-five (45) calendar days of the date of Defendant's signature, Defendant shall have thirty (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 VI.D.

C. 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 Section XI below.

D. 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: their proposed notice to inform 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.

E. 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).

VII. 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 this Agreement. After the passage of thirty (30) 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 Section XI below.

B. In the event that this Agreement is terminated under any provision herein, then this Agreement shall be of no force or effect except as expressly stated elsewhere in this Agreement. All Parties 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 stipulate and covenant that neither the Defendant nor the States shall seek to 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.

VIII. NO ADMISSION OF LIABILITY

Neither this Agreement nor the fact of the Parties' settlement 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, neither of this Agreement nor the fact of the Parties' settlement may be construed as any concession by any Party as to any legal principle or contention or the validity of any claim made by the States in the Action or any defense asserted by the Defendant in the Action. 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.

IX. TERMS OF DEFENDANT'S COMPLIANCE

A. The following sub-paragraphs—A.1 through A.3—apply regardless of whether Defendant participates in the Generic Pharmaceutical Product manufacturing, sales, and/or marketing industries:

1. Legal Compliance: Defendant covenants that it, along with its currently employed directors, officers, and employees as of the Execution Date 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.

2. 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 this 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 a violation of these covenants.

3. Defendant's compliance with this Section IX shall be at its sole expense.

4. In the interest of clarity, the foregoing obligations apply only when a current or former employee is acting on behalf of the Defendant and within the scope of the Defendant's business and the current or former employee's duties.

B. The following sub-paragraphs—B.1 through B.5—are contingent upon Defendant's participation in the Generic Pharmaceutical Product manufacturing, sales, and/or marketing industry:

1. Business Reforms: Defendant represents to the States that, if it resumes operations, it will implement, and shall continue to maintain during the Enforcement Period, a written "Antitrust Compliance Policy," on which all of Defendant's current 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 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 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 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 Chief Compliance Officer. Defendant's training sessions and the Antitrust Compliance Policy shall also make clear the consequences of antitrust violations.

2. Chief Compliance Officer: During the Enforcement Period, Defendant shall appoint and maintain a Chief Compliance Officer, which may be Defendant's General Counsel, who, during the Enforcement Period, will serve to enforce Defendant's Antitrust Compliance Policy, monitor Defendant's employees to ensure that there are no further violations of the antitrust laws, and serve 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 Chief Compliance Officer shall advise and report to Chief Executive Officer and to each of its Senior Vice-Presidents, and shall be responsible for ensuring Defendant's performance of the following:

- i. Furnishing a copy of this Agreement, within thirty (30) days after the entry of the Final Approval Order, to its Chief Executive Officer, to each of its Senior Vice-Presidents, and to each of Defendant's employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical Products;
 - ii. Furnishing a copy of this Agreement in a timely manner to each officer, director, or employee who succeeds to any position identified above;
- and

iii. Maintaining its Antitrust Compliance Policy and conducting 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.

3. Potential Violations: Upon discovery or receipt by Defendant's General Counsel or Chief Compliance Officer of a credible notification of an actual or potential 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 or potential violation of this Agreement, provide to the designated Representative States, in writing, a description of the actual or potential violation and the corrective actions taken (if any).

4. Reporting: Defendant will provide an annual report to the Representative States as to its compliance program. That report shall:

i. Specify any changes to Defendant's Antitrust Compliance Policy since the last report, provide detail as to whether the requirements of the program were carried out over the course of the past year, and confirm that all employees responsible, in a managerial or employee capacity, for the pricing, sale, bidding, or marketing of Generic Pharmaceutical

Products have attended Defendant's compliance training within the past twelve (12) months.

- ii. Confirm that Defendant is in substantial compliance with Defendant's Antitrust Compliance Policy and the requirements of this Section, and
- iii. Confirm that no actual or potential antitrust violations have been identified; or provide a brief description of any actual or potential antitrust violations discovered and all actions taken to address such antitrust violations.

5. 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

X. 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

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.

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.
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.
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, to the extent not already provided through the discovery process or otherwise, including whether such persons remain under Defendant's control.
4. Attorney proffers on Defendant's, and current and former employees' knowledge and roles in the conduct alleged in the Action, to the extent not already provided.
5. Identification of employees of Defendant who are likely to have relevant information concerning Defendant's pricing information contained in Other Defendants' documents, to the extent not already provided, 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. Defendant will, in good faith, consider reasonable requests from the Attorneys General for additional assistance that does not impose an undue burden on Defendant.

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

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 as to enforce the terms of this Agreement. For the avoidance of doubt, the States may continue to attend or take depositions in the Action of current and former employees of Defendant and may question those employees as it relates to the prosecution of claims against Other Defendants in the Action. 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.

XI. 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:

Steven E. Bizar, Esquire
Dechert LLP
The Cira Centre
2929 Arch Street
Philadelphia, PA 19104
(215) 994-4000
Steven.bizar@dechert.com

2. For the States:

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Deputy Associate Attorney General, Chief of the Antitrust Section
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Assistant Attorney General
Office of the Kansas Attorney General, Kris W. Koback
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(785) 368-8429
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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.

XII. 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 this 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.

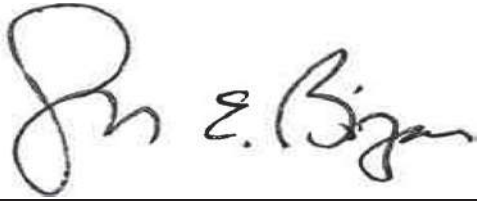
G. Headings: The headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

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 this 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:

A handwritten signature in black ink, reading "Steven E. Bizar". The signature is fluid and cursive, with the first name "Steven" being more prominent than the last name "Bizar".

Steven E. Bizar, Esquire
Dechert LLP
The Cira Centre
2929 Arch Street
Philadelphia, PA 19104
(215) 994-4000
Steven.bizar@dechert.com
Counsel for Defendant Citron Pharma LLC

STATE OF ALASKA

CORI MILLS

ACTING ATTORNEY GENERAL

By: /s/ Jeff Pickett Date: 9/4/2026

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

Unit Chief Counsel, Antitrust & Privacy Unit

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Counsel for State of Arizona

Dated: August 25, 2026

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ATTORNEY GENERAL***

/s/ Emilio Varanini

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Dated: August 31, 2026

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Counsel for the State of Colorado

Date: 08/17/2026

STATE OF CONNECTICUT
WILLIAM TONG
ATTORNEY GENERAL

/s/ Amy Taylor

Amy Taylor (phv209197)

Assistant Attorney General

Nicole Demers

Deputy Associate Attorney General

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Dated: August 18, 2026

PLAINTIFF DISTRICT OF COLUMBIA
BRIAN L. SCHWALB
ATTORNEY GENERAL

/s/ Adam Gitlin

Adam Gitlin

Chief, Antitrust and Nonprofit Enforcement Section

Public Advocacy Division

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Dated: August 13, 2026

STATE OF DELAWARE
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/s/ Michael A. Undorf

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Dated: September 4, 2026

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Attorney General
State of Florida

By: /s/ Lizabeth A. Brady
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Director, Antitrust Division
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Special Counsel
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Counsel for State of Florida

STATE OF GEORGIA

/s/ Logan Winkles

Christopher Carr, Attorney General
Logan Winkles, Deputy Attorney General
Ron Stay, Sr. Asst. Attorney General
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**PLAINTIFF STATE OF IOWA
BRENNIA BIRD
ATTORNEY GENERAL**

/s/ Noah Goerlitz

Noah Goerlitz

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Dated: September 4, 2026

PLAINTIFF STATE OF IDAHO
RAÚL R. LABRADOR
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Dated: July 27, 2026

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Dated: July 30, 2026

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By: /s/ Tamara Weaver

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Dated: September 3, 2026

/s/Christopher Teters

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Dated: September 11, 2026

Commonwealth of Kentucky

s/Jonathan E. Farmer

Jonathan E. Farmer

Deputy Executive Director of Consumer Protection

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Dated: 8/17/2026

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/s/ Anthony Mariano

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Counsel for the Commonwealth of Massachusetts

Dated: August 27, 2026

FOR PLAINTIFF STATE OF MARYLAND:

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/s/Schonette J. Walker

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Dated: 9.4.26

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/s/ Christina M. Moylan

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Attorney for Plaintiff State of Maine

Dated: 8/18/2026

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FOR PLAINTIFF STATE OF MINNESOTA

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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 2, 2026

State of Montana

By: /s/ Anna K. Schneider

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Special Assistant Attorney General, Senior Counsel

Office of Consumer Protection

Montana Department of Justice

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Dated September 4, 2026

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/s/ Francisco Benzoni

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Dated: 08/25/2026

STATE OF NORTH DAKOTA

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Dated: August 19, 2026

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/s/ David Bydalek

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Dated: 08/25/2026

Citron Multistate Settlement

STATE OF NEW HAMPSHIRE

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Dated: August 25, 2026

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/s/ Yale A. Leber

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Dated: September 4, 2026

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Date: August 21, 2026

FOR PLAINTIFF STATE OF OHIO:

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Dated: August 4, 2026

s/ Christopher J. Campbell

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Dated: August 25, 2026

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Dated 08/17/2026

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Joseph S. Betsko

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Dated: August 21, 2026

CITRON SETTLEMENT AGREEMENT

FOR PLAINTIFF COMMONWEALTH OF PUERTO RICO

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ATTORNEY GENERAL

/s/ Tania L. Fernández-Medero
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Dated: August 27, 2026

STATE OF RHODE ISLAND
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/s/ Alex Carnevale

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(phv # 207915)

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Dated: August 27, 2026

FOR PLAINTIFF THE STATE OF SOUTH CAROLINA

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FOR PLAINTIFF STATE OF TENNESSEE:

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Counsel for Plaintiff State of Tennessee

Dated: August 27, 2026

Executed September 3, 2026

Respectfully submitted,

FOR PLAINTIFF STATE OF UTAH
DEREK E. BROWN
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COMMONWEALTH OF VIRGINIA
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/s/ Tyler T. Henry

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Dated: September 2, 2026

PLAINTIFF STATE OF VERMONT
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Counsel for the State of Vermont

Dated: July 29, 2026

FOR PLAINTIFF STATE OF WASHINGTON

NICHOLAS W. BROWN
ATTORNEY GENERAL

s/ Paula Pera C. _____

Paula Pera C.

Holly A. Williams

Assistant Attorneys General, Antitrust Division

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Attorneys for Plaintiff State of Washington

Dated: 08/27/2026

PLAINTIFF STATE OF WISCONSIN
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/s/ Caitlin M. Madden

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Counsel for the State of Wisconsin

Dated: September 4, 2026

/s/ Douglas L. Davis

Douglas L. Davis

Senior Assistant Attorney General

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Counsel for the State of West Virginia

Dated: August 4, 2026

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 | <ul style="list-style-type: none">• Attorney General for the State of Georgia• Georgia Department of Community Health (Medicaid) |
| Idaho | <ul style="list-style-type: none">• 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 | <ul style="list-style-type: none">• 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 | <ul style="list-style-type: none">• 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 | <ul style="list-style-type: none">• Iowa Office of the Attorney General• Iowa Department of Health and Human Services (Medicaid) |
| Kansas | <ul style="list-style-type: none">• 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